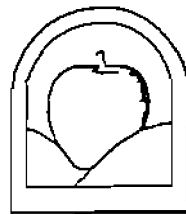


DECLARATION OF COVENANTS,
CONDITIONS, AND
RESTRICTIONS FOR
TREESDALE



TREESDALE
Pittsburgh's Master-Planned Community

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

TREESDALE

BUTLER COUNTY
PENNSYLVANIA SS

Recorded in the Recorder's Office
of said County on the 16 day
of MAY A.D., 1977

In RECORD
Book No. 1980-251 Witness
my hand and the seal of said Office

[Signature]
Recorder

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- TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>	<u>Page First Appearing</u>
"A"	Land Initially Submitted	1
"B"	Land Subject to Annexation	24
"C"	By-Laws of Treesdale Community Association, Inc.	2
"D"	Declaration of Easements and Covenants Relating to Treesdale Golf and Country Club	15

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

TREESDALE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 5th day of December, 1991, by TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership (hereinafter referred to as "Declarant").

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. § 3101, et seq.

Article I
DEFINITIONS

The terms used in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contract, or agreement with any Neighborhood, become the responsibility of the Association.

Section 2. "Articles of Incorporation" or "Articles" shall refer to the Articles of Incorporation of Treesdale Community Association, Inc., as filed with the Department of State of the Commonwealth of Pennsylvania.

Section 3. "Association" shall refer to Treesdale Community Association, Inc., a Pennsylvania nonprofit corporation, its successors or assigns.

Section 4. "Base Assessment" shall refer to assessments levied on all Units subject to assessment under Article X to fund Common Expenses for the general benefit of all Units, as more particularly described in Article X, Sections 1 and 2.

Section 5. "Board of Directors" or "Board" shall be the body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Pennsylvania corporate law.

Section 6. "Builder" shall mean any Person which purchases one or more Units for the purpose of constructing improvements thereon for later sale to consumers or parcels of land within the Properties for further subdivision, development and/or resale in the ordinary course of such Person's business.

Section 7. "By-Laws" shall refer to the By-Laws of Treesdale Community Association, Inc., attached hereto as Exhibit "C" and incorporated by reference, as they may be amended from time to time.

Section 8. "Class "B" Control Period" shall refer to the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III, Section 2 of the By-Laws.

Section 9. "Common Area" shall mean all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in the common use and enjoyment of the Owners, including easements held by the Association for such purpose. The term shall include the Exclusive Common Area, as defined below.

Section 10. "Common Expenses" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association, but shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by Voting Members representing a majority of the total Class "A" vote of the Association.

Section 11. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee.

Section 12. "Declarant" shall refer to Trees Development Company, a Pennsylvania general partnership, or its successors, successors-in-title, or assigns who take title to any portion of the property described on Exhibits "A" or "B" hereof for the purpose of development and/or sale and who are designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant and by the designee indicating its consent to such designation.

Section 13. "Exclusive Common Area" shall refer to a portion of the Common Area which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods, as more particularly described in Article II of this Declaration.

Section 14. "Golf Club" shall mean certain real property and the improvements and facilities thereon located adjacent to, in the immediate vicinity of, or within the Properties, which are privately owned and operated by Declarant or its successors-in-title for recreational and related purposes, on a club membership basis or otherwise, and shall include, without limitation, the golf course, clubhouse and related facilities, if any, so located. Where the context permits or requires, the term shall also refer to the Person which holds record title to the real property comprising the Golf Club, or such Person's agents or assigns.

Section 15. "Master Plan" shall refer to the land use plan for the development of the Treesdale community prepared by LaQualtra Bonci Associates, as it may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" which Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion from the Master Plan of any portion of the property described on Exhibit "B" bar its later annexation in accordance with Article IX hereof.

Section 16. "Member" shall refer to a Person entitled to membership in the Association.

Section 17. "Mortgage" shall refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 18. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

Section 19. "Mortgagor" shall refer to any Person who gives a Mortgage.

Section 20. "Neighborhood" shall refer to each separately developed residential area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Units

may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each condominium, townhome development, cluster home development, and single-family detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one Neighborhood upon development.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article III, Section 3) having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Article III, Section 3, of this Declaration.

Section 21. "Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article X, Sections 1 and 3 of this Declaration.

Section 22. "Neighborhood Association" shall refer to any condominium association or other owners associations having concurrent jurisdiction over any part of the Properties.

Section 23. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein or in Supplemental Declarations applicable to the Neighborhoods.

Section 24. "Owner" shall refer to one or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 25. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 26. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration in accordance with Article IX.

Section 27. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 5 of this Declaration.

Section 28. "Specific Assessment" shall mean assessments levied in accordance with Article X, Section 6 of this Declaration.

Section 29. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to an instrument filed by the Declarant pursuant to Article III, Section 3(b), which designates Voting Groups.

Section 30. "Unit" shall mean a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any structures constructed thereon. The term shall include within its meaning, by way of illustration but not limitation, condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas, common property of any Neighborhood Association, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Land Use Plan or the site plan approved by Declarant, whichever is more recent, until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 31. "Voting Group" shall mean one or more Voting Members who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Article III, Section 3(b), of this Declaration or, if the context so indicates, the group of Members whose Units are represented thereby.

Section 32. "Voting Member" shall refer to the representative selected by the Members within each Neighborhood to be responsible for casting all votes attributable to Units in the Neighborhood on all matters requiring a vote of the Membership (except as otherwise specifically provided for in this Declaration and in the By-Laws). The Voting Member from each Neighborhood shall be the senior elected officer (e.g.,

Neighborhood Committee chairman or Neighborhood Association president) from that Neighborhood: the alternate Voting Member shall be the next most senior officer. The term "Voting Member" shall include alternate Voting Members acting in the absence of the Voting Member.

Article II
PROPERTY RIGHTS

Section 1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) This Declaration and any other applicable covenants, as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(c) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the By-Laws, or rules of the Association after notice and a hearing pursuant to Article III, Section 22 of the By-Laws;

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Article IV, Section 8 hereof;

(e) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(f) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(g) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Article XIV, Section 2 hereof; and

(h) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2 below.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

Section 2. Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of Units within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Units in those Neighborhoods to which the Exclusive Common Areas are assigned.

Initially, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed by which the Declarant conveys the Common Area to the Association or on the plat of survey relating to such Common Area; provided, any such assignment shall not be exclusive and shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Neighborhoods, so long as the Declarant has right to subject additional property to this Declaration pursuant to Article IX, Section 1.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of Voting Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Areas are assigned, if applicable, and within the Neighborhood(s) to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, any such assignment or reassignment shall also require the consent of the Declarant.

The Association may, upon approval of a majority of the members of the Neighborhood Committee or board of directors of the Neighborhood Association for the Neighborhood(s) to which certain Exclusive Common Areas are assigned, permit Owners of Units in other Neighborhoods to use all of a portion of such Exclusive Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Areas.

Section 3. Golf Club. Access to and use of the Golf Club is strictly subject to the rules and procedures of the respective Owners of the Golf Club, and no Person gains any right to enter or to use those facilities by virtue of membership in the Association or ownership or occupancy of a Unit.

All Persons, including all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by the Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of the Golf Club. No purported representation or warranty, written or oral, in such regard shall ever be effective without an amendment hereto executed or joined into by the Declarant.

The ownership and/or operation of the Golf Club may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations by an independent entity, (b) conversion of the membership structure to an "equity" club or similar arrangement whereby the Golf Club or the rights to operate it are transferred to an entity which is owned or controlled by its members, or (c) the conveyance of the Golf Club to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be required to effectuate such a transfer or conversion.

Rights to use the Golf Club will be granted only to such Persons, and on such terms and conditions, as may be determined by the Golf Club from time to time. The Golf Club shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Club and to terminate use rights altogether, subject to the terms of any outstanding membership documents.

Article III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one membership per Unit owned. In the event a Unit is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 2 of this Article and in the By-Laws and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any.

Class "A" Members shall be entitled to one equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member representing the Neighborhood of which the Unit is a part. The Voting Member may cast all such votes as it, in its discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for his Unit and there is more than one Owner of a particular Unit, the vote for such Unit shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Article III, Section 2, of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board of Directors and committees as provided in Article III, Section 3, of the By-Laws.

The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of:

(i) two years after expiration of the Class "B" Control Period pursuant to Article III of the By-Laws; or

(ii) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Section 3. Neighborhoods and Voting Groups.

(a) Neighborhoods. Every Unit shall be located within a Neighborhood. The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may all be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except in the case of a condominium or otherwise as required by law. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as

described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Each Neighborhood may require that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood. In such event, the Association shall provide the requested services. The cost of such services shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article X hereof.

The senior elected officer of each Neighborhood Association or Neighborhood Committee shall serve as the Voting Member for such Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring a membership vote, unless otherwise specified in this Declaration or the By-Laws. The next most senior officer shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member.

The Voting Member of a Neighborhood may be removed, with or without cause, by a vote or written consent, or combination thereof, of a majority of the Owners of Units in the Neighborhood.

Exhibit "A" to this Declaration, and each Supplemental Declaration filed to subject additional property to this Declaration, shall initially assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. The Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Units in the affected Neighborhoods.

The Owner(s) of a majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units to be included within the proposed Neighborhood(s). Such petition shall be granted upon the filing of all required documents with the Board unless the Board of Directors denies such application in writing within 30 days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

(b) Voting Groups. The Declarant shall establish Voting Groups for election of directors to the Board in order to promote representation on the Board of Directors for various groups having dissimilar interests and to

avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. Each Voting Group shall be entitled to elect the number of directors specified in Article III, Section 6 of the By-Laws. Any other members of the Board of Directors shall be elected at large by all Voting Members without regard to Voting Groups.

The Declarant shall establish Voting Groups not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the public records of Allegheny County and/or Butler County, Pennsylvania, as applicable, a Supplemental Declaration identifying each Voting Group and designating the Units within each group. Such designation may be amended from time to time by the Declarant, acting alone, at any time prior to the expiration of the Class "B" Control Period. Until such time as Voting Groups are established by the Declarant, or in the event that the Declarant fails to establish Voting Groups, all Units shall be assigned to the same Voting Group.

Article IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant may convey to the Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B", personal property and leasehold and other property interests. Upon conveyance or dedication by the Declarant to the Association, such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions or limitations set forth in the deed of conveyance. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant. The Declarant shall convey the initial Common Area to the Association prior to the conveyance of a Unit to any Person other than a builder or developer holding title for the purpose of development and resale.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations

governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by the vote of Voting Members representing a majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

Section 4. Enforcement. The Association shall be authorized to impose sanctions for violations of this Declaration, the By-Laws, or rules and regulations. Sanctions may include reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, the Association, through the Board, in accordance with Article III, Section 22 of the By-Laws, shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Unit in the event that such Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Board shall have the power to seek relief in any court for violations or to abate nuisances. Sanctions shall be imposed as provided in the By-Laws.

The Association, through the Board, by contract or other agreement, shall have the right to enforce county and city ordinances, if applicable, and to permit Allegheny County and/or Butler County, Pennsylvania, as applicable, to enforce their respective ordinances on the Properties for the benefit of the Association and its Members.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws. The Association may also exercise every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. Governmental Interests. For so long as the Declarant owns any property described on Exhibits "A" or "B," the Association shall permit the Declarant to designate sites within the Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities. The sites may include Common Areas owned by the Association.

Section 7. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 8. Dedication of Common Areas. The Association, acting through the Board of Directors upon two-thirds vote thereof, shall have the power to dedicate portions of the Common Areas to Allegheny County and/or Butler County, Pennsylvania, as appropriate, or to any other local, state, or federal governmental entity, subject to such approval requirements as may be required by Article XIV, Section 2 of this Declaration.

Section 9. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, AND ITS BOARD OF DIRECTORS, DECLARANT, ANY SUCCESSOR DECLARANT, AND NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE NEW CONSTRUCTION OR MODIFICATIONS COMMITTEES MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY UNIT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY UNIT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR

WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 10. Powers of the Association Relating to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association or Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Association or Neighborhood Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may (a) require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Neighborhood Committee and (b) require that a proposed budget include certain items and that expenditures be made therefor.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the reasonable time frame set by the Association in such written notice. If the Neighborhood Association or Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided in Article X, Section 5(b). Such assessments may be collected as a Specific Assessment hereunder and shall be subject to all lien rights provided for herein.

Article V MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The Area of Common Responsibility shall include, but need not be limited to:

(a) all landscaping and other flora, parks, lakes, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(b) landscaping within public rights-of-way within or abutting the Properties, and landscaping and other flora within any public utility easement within the Properties (subject to the terms of any easement agreement relating thereto);

(c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, that Declaration of Easements and Covenants Relating to the Treesdale Golf and Country Club attached hereto as Exhibit "D", or any contract or agreement for maintenance thereof entered into by the Association;

(e) all ponds, streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith; and

(f) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the

Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, the Declaration of Easements and Covenants Relating to Treesdale Golf and Country Club attached as Exhibit "D", other recorded covenants, or agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all landscaping, structures, parking areas, sidewalks, and other improvements within the boundaries of the Unit. Each Owner shall maintain the driveway serving his or her Unit whether or not lying entirely within the Unit boundaries, and the sidewalk(s) crossing or abutting his Unit, which maintenance shall include snow and ice removal, and shall maintain all landscaping on that portion of the Common Area or public right-of-way between the Unit boundary and the nearest curb of the adjoining street(s). Owners of Units which are adjacent to any portion of the Common Area on which decorative walls or fences have been constructed shall maintain that portion of the Common Area landscaping which lies between such wall or fence and the Unit boundary. Owners of Units which abut the bank or water's edge, or abut a portion of the Common Area abutting the bank or water's edge, of any lake, pond, stream, or wetland area within the Properties shall maintain all landscaping between the Unit boundary and such bank or water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

An Owner shall be excused from its responsibility hereunder to the extent that such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Article X, Section 5(b) of this Declaration. However, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when immediate entry is required due to an emergency situation.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that

such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association whose common property is adjacent to any portion of the Common Area upon which a decorative wall or fence is constructed shall maintain all landscaping on that portion of the Common Area between the wall or fence and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain all landscaping on that portion of the Common Area or right-of-way between the property line and the nearest curb of such roadway. Any Neighborhood Association whose common property abuts the bank or water's edge, or abuts a portion of the Common Area abutting the bank or water's edge, of any lake, pond, stream, or wetland area within the Properties shall maintain all landscaping between the boundary of its property and such bank or water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within such Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional covenants, the Association may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 5(b) of this Declaration.

Section 4. Standard of Performance. Unless otherwise specifically provided herein or in other instruments, creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association, and/or an Owner and/or a Neighborhood Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities hereunder.

Section 5. Party Walls and Party Fences.

(a) General Rules of Law to Apply. Each wall, fence or driveway built as a part of the original construction on the Units which shall serve and or separate any two adjoining Units shall constitute a party wall, party fence, or party driveway, as applicable. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, fence or driveway shall be shared equally by the Owners who make use of the wall, fence or driveway.

(c) Damage and Destruction. If a party wall, fence or driveway is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(e) Arbitration. In the event of any dispute arising concerning a party wall, fence, or driveway each party shall appoint one arbitrator. Should any party refuse to appoint an arbitrator within ten days after written request by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one additional arbitrator. The decision by a majority of all three arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

Article VI INSURANCE AND CASUALTY LOSSES

Section 1. Association Insurance. The Association, acting through its Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement thereof in the event of a casualty. If blanket "all-risk" coverage is not generally available at reasonable cost, then at a minimum an insurance policy providing fire and extended coverage, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured peril.

In addition, the Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration applicable to the Neighborhood, obtain and continue in effect adequate blanket "all-risk" property insurance on properties within such Neighborhood, if reasonably available. If "all-risk" property insurance is not generally available at reasonable cost, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems appropriate.

The face amount of the policy shall be sufficient to cover the full replacement cost of all properties to be insured. The costs thereof shall be charged to the Owners of Units within the benefitted Neighborhood as a Neighborhood Assessment. All policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Association, and to the Neighborhood Association, if any.

The Board also shall obtain a comprehensive general and automobile liability policy covering the Area of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, its employees, agents, or contractors while acting on behalf of the Association. If generally available at reasonable cost, such policy shall have at least a One Million (\$1,000,000.00) Dollar combined single limit as respects bodily injury and property damage and at least a Three Million (\$3,000,000.00) Dollar limit per occurrence and in the aggregate.

Except as otherwise provided above with respect to property within a Neighborhood, premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment. However, premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Article III, Section 22 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Unit Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Article X, Section 5(b).

All insurance coverage obtained by the Board of Directors, whether obtained on behalf of the Association or a Neighborhood, shall be governed by the following provisions:

(a) All policies shall be written with a company authorized to do business in Pennsylvania which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

(b) All insurance shall be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be

for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All property insurance policies shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it also shall have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Pittsburgh metropolitan area.

(f) The Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subjected to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subjected to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which it may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) a statement that any "other insurance" clause in any policy excludes individual Owners' policies from consideration; and

(vi) a statement that the Association will be given at least 20 days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to other insurance required by this Section, the Association shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgment but, if reasonably available, may not be less than one-sixth of the annual Base Assessments on all Units plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least 30 days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

Section 2. Owner's Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" property insurance on its Unit(s) and structures constructed thereon providing full replacement cost coverage (less a reasonable deductible), unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder).

Each Owner further covenants and agrees that in the event of damage to or destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. Alternatively, the Owner shall clear the Unit of all debris and ruins and thereafter shall maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within such Neighborhood and the standards for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other peril to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost

of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other peril, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in the Association, and the Class "B" member, if any, decide within 60 days after the loss not to repair or reconstruct.

Any damage to or destruction of the common property of any Neighborhood Association shall be repaired or reconstructed unless the Unit Owners representing at least seventy-five (75%) percent of the total vote of the Neighborhood Association decide within 60 days after the damage or destruction not to repair or reconstruct.

If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area or common property of a Neighborhood Association shall be repaired or reconstructed.

(c) If it is determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, the affected portion of the Properties shall be cleared of all debris and ruins. Thereafter the Properties shall be maintained by the Association or the Neighborhood Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. Any insurance proceeds remaining after defraying such costs of repair or reconstruction, or if no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association or the Neighborhood Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. Repair and Reconstruction. If the insurance proceeds are insufficient to defray the costs of repairing or reconstructing the damage to the Common Area or to the common property of a Neighborhood Association, the Board of Directors shall, without the necessity of a vote

of the Voting Members, levy a specific assessment against those Unit Owners responsible for the premiums for the applicable insurance coverage under Section 1 of this Article. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VII
NO PARTITION

Except as is permitted in this Declaration or amendments hereto, there shall be no judicial partition of the Common Area or any part thereof. No Person acquiring any interest in the Properties or any part thereof shall seek any judicial partition unless the Properties or such portion thereof have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VIII
CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members representing at least sixty-seven (67%) percent of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any property described on Exhibits "A" or "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available, unless within 60 days after such taking the Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Voting Members representing at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions in Article VI hereof regarding the disbursement of funds for the repair of casualty damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine.

Article IX
ANNEXATION AND WITHDRAWAL OF PROPERTY

Section 1. Annexation Without Approval of Membership. The Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B", attached hereto, has been subjected to this Declaration or December 31, 2021, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B." The Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the public records of Allegheny County or Butler County, Pennsylvania, as appropriate. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Section 2. Annexation With Approval of Membership. Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "B," and following the expiration of the right in Section 1, any property described on Exhibit "B," to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose and the consent of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the public records of Allegheny County and/or Butler County, Pennsylvania, as applicable. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

Section 3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired option to expand the community pursuant to this Article IX, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this

Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

Section 4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

Section 5. Amendment. This Article shall not be amended without the prior written consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B."

Article X ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 8 of this Article. There shall be four types of assessments: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 5 below; and (d) Specific Assessments as described in Section 6 below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Pennsylvania law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 7 of this Article. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, in the event of a transfer of title to a Unit, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

No Owner may waive or otherwise exempt himself from liability for the assessments, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

During the Class "B" Control Period, the Declarant may annually elect either to pay regular assessments on all of its unsold Units, or to pay to the Association the difference between the amount of assessments collected on all other Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least 60 days prior to the start of such fiscal year and the Declarant shall pay on such basis during the year. A final election for each fiscal year shall be made within 30 days after the close of such fiscal year and, in the event such election is changed, any excess payments made by Declarant during the year may, at the discretion of the Declarant, be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing within the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Common Expenses.

Section 2. Computation of Base Assessment. It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year,

to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared as provided in Section 4 of this Article.

The Base Assessment shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units subject to assessment under Section 8 hereof on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Article IX hereof, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 1 above); which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Members representing at least seventy-five (75%) percent of the total Class "A" votes in the Association and seventy-five (75%) percent of the total number of Voting Members, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Members as provided for special meetings in Article 11, Section 4, of the By-Laws, which petition must be presented to the Board within ten days after delivery of the notice of assessments.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board, at least 60 days before the beginning of each

fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items, maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood benefitted thereby and levied as a Neighborhood Assessment; provided, if so specified in the Supplemental Declaration applicable to such Neighborhood or if so directed by the Neighborhood in writing to the Board of Directors, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Units in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of a majority of the Units in the Neighborhood to which the Neighborhood Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Reserve Budget and Capital Contribution. The Board of Directors shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Neighborhood Assessments, as appropriate, over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 2 and 3 of this Article.

Section 5. Special Assessments.

(a) Unbudgeted Expenses. In addition to other assessments authorized hereunder, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for general Common Expenses, or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall have the affirmative vote or written consent of Voting Members (if a Common Expense) or Owners (if a Neighborhood Expense) representing at least fifty-one (51%) percent of the total votes allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Costs to Cure Non-compliance. The Association may levy a Special Assessment against any Unit or Neighborhood to reimburse the Association for costs incurred in bringing the Unit or Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and the Association rules and regulations. Such Special Assessments may be levied upon the vote of the Board after notice to the Unit Owner or the Voting Member of the Neighborhood, as applicable, and an opportunity for a hearing.

Section 6. Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items, or services not provided to all Units within a Neighborhood or within the Properties that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests.

Section 7. Lien for Assessments. The Association shall have a lien against each Unit to secure payment of delinquent assessments owed on account of such Unit, as well as interest, late charges (subject to the limitations of Pennsylvania law), and costs of collection (including attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure in accordance with Pennsylvania law.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at the foreclosure sale and to acquire, hold,

lease, mortgage, and convey the Unit. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any assessments thereafter becoming due. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien as to any installments of such assessments which became due prior to such sale or transfer. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be personally liable for the share of the Common Expenses or assessments by the Association chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8 below, including such acquirer, its successors and assigns.

Section 8. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence as to each Unit on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Section 9. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 10. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-quarter of the annual Base Assessment per Unit for that year as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Base

Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 11. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area:

(b) All property dedicated to and accepted by any governmental authority or public utility, including without limitation public schools, public streets, and public parks, if any; and

(c) Property owned by any Neighborhood Association for the common use and enjoyment of the members, or owned by the members of a Neighborhood Association as tenants-in-common.

Article XI ARCHITECTURAL STANDARDS

Section 1. General. No structure shall be placed, erected, or installed upon any Unit, and no construction or modification (which shall include staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements, and plantings or removal of plants, trees, or shrubs other than as may be permitted in Article XII, Section 15) shall take place except in strict compliance with this Article, until the requirements below have been fully met, and approval of the appropriate committee has been obtained pursuant to Section 2 below. No permission or approval shall be required to repaint in accordance with originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. However, modifications or alterations to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a professional architect or licensed building designer.

This Article shall not apply to the activities of the Declarant, nor to construction or improvements or modifications to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 2. Architectural Review. Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by two committees, as described in subsections (a) and (b) of this Section 2. The members of the committees need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board of Directors. The Board of Directors may establish reasonable fees to be charged by the committees on behalf of the Association for review of applications hereunder and may require such fees to be paid in full prior to review of any application.

(a) New Construction Committee. The New Construction Committee (NCC) shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all original construction on any portion of the Properties. Until one hundred percent of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the NCC who shall serve at the discretion of the Declarant. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC, who shall serve and may be removed at the discretion of the Board of Directors.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three and no more than five persons, all of whom shall be appointed by, and shall serve at the discretion of, the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the open space, if any, appurtenant thereto. Provided, however, the MC may delegate its authority as to a particular Neighborhood to the appropriate board or committee of the Neighborhood Association, if any, subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the NCC shall have the right to veto any action taken by the MC which the NCC determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

Section 3. Guidelines and Procedures.

(a) The Declarant shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the

Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use thereof.

The NCC, acting on behalf of the Board of Directors, shall adopt such Design Guidelines at its initial organizational meeting and, thereafter shall have sole and full authority to amend them from time to time, without the consent of the Owners.

The NCC shall make the Design Guidelines available to Owners, builders, and developers who seek to engage in development of or construction upon all of any portion of the Properties and all such Persons shall conduct their activities in strict accordance with such Design Guidelines. In the discretion of the Declarant, such Design Guidelines may be recorded in the public records of Allegheny County and/or Butler County, Pennsylvania, as applicable, in which event the recorded version, as it may unilaterally be amended from time to time by the NCC by recordation of amendments thereto, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

Any amendments to the Design Guidelines adopted from time to time by the NCC in accordance with this Section shall apply to construction and modifications commenced after the date of such amendment only, and shall not apply to require modifications to or removal of structures previously approved by the NCC or MC once the approved construction or modification has commenced.

The MC may promulgate detailed application and review procedures and design standards governing its area of responsibility and practice. Any such standards shall be consistent with those set forth in the Design Guidelines and shall be subject to review and approval or disapproval by the NCC.

(b) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the appropriate committee for review and approval (or disapproval). In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things.

In the event that the NCC or MC fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 5 below.

Section 4. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally submitted for approval or consent.

Section 5. Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) estop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 6. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the NCC nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit.

Section 7. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Declarant, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Special Assessment pursuant to Article X, Section 5(b) hereof.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In

such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the NCC and MC.

Article XII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association as may more particularly be set forth in this Declaration, any Supplemental Declaration, and amendments to either). Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

Section 1. Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors, except entry and directional signs installed by Declarant. If permission is granted to any Person to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering, and placement of such sign. The Board of Directors and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Except as provided above, no signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted within or outside the Properties shall be displayed or posted within the Properties.

Section 2. Parking and Prohibited Vehicles.

(a) Parking. Vehicles may be parked over night only in the garages serving the Units or other hard-surfaced areas which are not visible from the street or Golf Club. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. The Association may permit visitors or guests to park overnight in driveways and may promulgate reasonable rules regulating such parking to ensure that such privilege is not abused.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Neighborhood

Association, if any, having concurrent jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen consecutive days without the prior approval of the Board. Service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Article III, Section 22 of the By-Laws.

Section 3. Occupants Bound. All provisions of the Declaration, any applicable Supplemental Declaration, By-Laws, and rules and regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, any applicable Supplemental Declaration, By-Laws, and rules and regulations. Every Owner shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties. However, dogs, cats, or other usual and common household pets, not to exceed a total of four pets, may be permitted in a Unit. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish, or other constantly caged animals; nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three months old. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. All dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person. The Board also shall have the authority to restrict or prohibit the keeping of breeds of dogs with a known history of dangerous or vicious behavior.

Section 5. Quiet Enjoyment. Nothing shall be done or maintained on any part of a Unit which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants and invitees of other Units. No outside burning shall be permitted within the Properties. No speaker, horn, whistle, bell, or other sound device, except alarm devices used exclusively for security purposes and located inside the dwelling on a Unit, shall be installed or operated on any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Properties.

Section 6. Unightly or Unkempt Conditions. All portions of a Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored, or kept outside of enclosed structures on a Unit which, in the determination of the Board of Directors, causes an unclean, unhealthy, or untidy condition to exist or is obnoxious to the senses. Any structures, equipment or other items which may be permitted to be erected or placed on the exterior portions of Units shall be kept in a neat, clean and attractive condition and shall promptly be removed upon request of the Board if, in the judgment of the Board, they have become rusty, dilapidated or otherwise fallen into disrepair. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve hours.

No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee, unless completely contained within the dwelling on the Unit so as not to be obtrusive or visible from outside the dwelling. Any such apparatus permitted by the Board or its designee must be screened from view of adjacent Units by an approved fence or other approved structure no more than six feet in height. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite, or other signals for the benefit of all or a portion of the Properties.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. Clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. Basketball hoops and backboards may be located in the rear of Units only. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to subdivide, change the boundary line of, and replat any Unit(s) owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over a period of years. However, the Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Units which it owns.

Section 10. Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "D-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

Section 11. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit. Jacuzzis, whirlpools, or spas approved pursuant to Article XI shall not be considered an above-ground pool for the purposes of this Section. No "bubble-type" pool covers which extend above ground shall be permitted on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, or other ground or surface waters within the Properties shall be installed, constructed, or operated within the Properties. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. All sprinkler and irrigation systems serving Units shall draw upon public water supplies only and shall be subject to approval in accordance with Article XI of this Declaration. Private irrigation wells are prohibited on the Properties.

Section 13. Tents, Mobile Homes, and Temporary Structures. Except as may be permitted by the Declarant or the SOC during initial construction within the Properties, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties. No outdoor storage buildings, sheds, or detached garages shall be permitted

on any Unit. The foregoing shall not prohibit construction of permanent, free standing pool cabanas provided they are approved in accordance with Article XI hereof. Party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 14. Grading, Drainage and Septic Systems. No Person shall alter the grading of any Unit without prior approval pursuant to Article XI of this Declaration. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent. Septic tanks and drain fields are prohibited on all Units within Pine Township, and are prohibited elsewhere within the Properties unless installed by or with the consent of Declarant.

Section 15. Removal of Plants and Trees. No trees or shrubs, except for those which are diseased or dead or create a safety hazard, shall be removed except in strict compliance with the Design Guidelines and upon prior approval in accordance with Article XI of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required by the committee having jurisdiction to replace the removed tree with one or more comparable trees of such size and number and in such locations as such committee may determine necessary, in its sole discretion, to mitigate the damage.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for traditional holiday decorative lights, which may be displayed from Thanksgiving until January 15th, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation or permanent flagpoles shall be permitted on the exterior of any portion of the Properties. No exterior sculpture,

fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments, or similar items shall be permitted unless approved in accordance with Article XI of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof. No windmills, wind generators, or other apparatus for generating power from the wind shall be erected or installed on any Unit.

Section 22. Wetlands, Lakes, and Other Water Bodies. All wetlands, lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including without limitation, fishing, boating, playing, ice-skating, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. No swimming shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. No docks, piers, or other structures shall be constructed on or over any body of water within the Properties, except such as may be constructed by the Declarant or the Association.

Section 23. Playgrounds and Recreational Equipment. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user. The Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Fences. No hedges, walls, dog runs, animal pens, or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 25. Business Use. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives

a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

Notwithstanding the above, the leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

Section 26. On-Site Fuel Storage. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Properties. However, up to five gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

Section 27. Operation of Golf Carts and Motorized Vehicles. No golf carts shall be operated on streets within the Properties. No motorized vehicles shall be operated on any trails within the Properties, except that golf carts may be operated on portions of trails which also serve as cart paths for the Golf Club.

Section 28. Leasing of Units. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Subject to more restrictive requirements which may be set forth in any applicable Supplemental Declaration, Units may be leased only in their entirety; no rooms or other portion which is less than the whole Unit may be leased. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing.

Section 29. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances, and rules of federal, state, and municipal governments applicable to the Properties. Any violation may be considered a violation of this Declaration. However, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances, and rules.

Section 30. Single Family Occupancy. No Unit shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related

living together as a single household unit, and the household employees of either such household unit.

Section 31. Water and Mineral Operations. No oil or water drilling, oil or water development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on any Unit and no derrick or other structure designed for use in boring for water, oil, natural gas, or other minerals shall be erected and maintained or permitted on any Unit, except that the Declarant and its assigns shall have the right to conduct such activities on property which Declarant owns.

Section 32. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security, or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. All windows of an occupied dwelling on a Unit which are visible from the street or other Units shall have draperies, curtains, blinds, or other permanent interior window treatments. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

Section 33. Residential Dwelling. The primary structure constructed on each Unit shall be an attached or detached single family residential dwelling designed and used for residential purposes; any other structure shall be constructed only after approval by the appropriate committee pursuant to Article XI of this Declaration. Within one year from issuance of a building permit for the construction of a residential dwelling on a Unit, construction of such dwelling, the driveway serving such dwelling, and the sidewalk on or abutting the Unit shall be completed.

Section 34. Design and Construction. In addition to the Design Guidelines referenced in Article XI, Section 3, the following covenants shall apply to all Units lying within Pine Township in Allegheny County, Pennsylvania (the "Township"):

(a) The dwelling constructed on each Unit shall conform to the building lines shown on the recorded plan. No structure, planting or other material shall be placed or permitted to remain on any Unit which may damage or interfere with installation or maintenance of utilities within utility easements on the Unit.

(b) The dwelling constructed on each Unit shall be connected to and use the community sewage system tied into either the McCandless Township Sanitary Authority or Breakneck Creek Joint Sanitary Authority system for disposal of sewage.

(c) The exterior building materials or facade of the dwelling on each Unit shall extend to grade level; no dwelling shall have exposed foundations of concrete or concrete block.

(d) The driveway on each Unit shall be constructed of either asphalt, concrete, or other material of comparable appearance and service in

accordance with the appropriate Pine Township ordinances. It shall be completed within six months of issuance of a certificate of occupancy for the residential dwelling on the Unit or one year from the issuance of a building permit for the construction of such dwelling, whichever is sooner.

(e) Each Unit shall be landscaped in a neat and attractive manner within six months after issuance of a certificate of occupancy for the dwelling constructed thereon or by the end of the growing season next following issuance of a certificate of occupancy for such dwelling, whichever is sooner, but in no event later than one year after the issuance of a building permit for the dwelling on that Unit. Yards shall be either seeded or sodded for the entire front, both sides and to a minimum distance of thirty feet from the rear of the dwelling, except for such driveways, sidewalks, patios and such areas containing wood chips, bark or other similar landscaping materials as may be approved pursuant to Article XI hereof.

(f) At least two shade trees shall be provided in the front yard of each Unit as part of the initial landscaping on each Unit. Such trees shall meet or exceed Pine Township specifications and shall be of a species acceptable to Pine Township. The Owner of each Unit shall maintain such trees and, if they should die, shall promptly remove and replace them with trees meeting these same requirements.

(g) No debris incidental to work on one Unit may be placed on another Unit or the Common Areas. All debris must be removed from the Unit not later than the completion of the work to which it is incidental.

(h) No construction equipment or construction vehicles shall be parked on any Unit where they can be seen from an occupied dwelling on another Unit, except that they may be so parked if directly related to construction activity occurring upon the Unit on which they are parked.

Article XIII EASEMENTS

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

Section 2. Easements for Utilities, Etc. There are hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A" or "B," of this Declaration, the Association, and

the designees of each (which may include, without limitation, Allegheny County and/or Butler County, Pennsylvania, as applicable, and any utility) access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Properties. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Unit. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

Section 3. Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be transferred to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of Declarant, the Association, and their designees, a perpetual, nonexclusive right and

easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within 50 feet of lake beds, ponds, and streams within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Section 4. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees, and mortgagees, shall have and hereby reserves an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property described in Exhibit "B" attached hereto and incorporated herein, whether or not such Additional Property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property. Declarant further agrees that if the easement is exercised for permanent access to the Additional Property and such Additional Property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving the Additional Property. Such agreement shall provide for sharing of costs based on the ratio which the number of residential dwellings on that portion of the Additional Property which is served by the easement and is not made subject to this Declaration bears to the total number of residential dwellings within the Properties and on such portion of the Additional Property.

Section 5. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules and regulations, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after

requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

Section 6. Easements for Golf Course.

(a) Every Unit, the Common Area, and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon the Units, Common Area, or common property immediately adjacent to the Golf Club and for golfers at reasonable times and in a reasonable manner to come upon the portions of a Unit, Common Area, or common property outside of structures to retrieve errant golf balls. However, if any Unit is fenced or walled, the golfer shall be required to seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Association, the Declarant, or the Golf Club be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

(b) The owner of the Golf Club, its agents, successors and assigns, as well as its guests, invitees, employees, and authorized users of the Golf Club shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the Golf Club. The owner of the Golf Club, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club. Without limiting the generality of the foregoing, authorized users of the Golf Club, and guests, invitees, and employees of the Golf Club shall have the right to park their vehicles on the streets within the Properties at reasonable times before, during and after golf tournaments and other similar functions held at the Golf Club.

Article XIV

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or By-Laws relating to such Unit or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first Mortgagees or Voting Members representing at least sixty-seven (67%) percent of the total Association vote entitled to cast consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the

Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. Other Provisions for First Lien Holders. To the extent possible under Pennsylvania law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

Section 4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 3 (a) and (b) of this Article, or to the addition of land in accordance with Article IX.

(a) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least sixty-seven (67%) percent of the votes of Units subject to a Mortgage appertain, shall be required to terminate the Association.

(b) The consent of Voting Members representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to a Mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;

- (iv) insurance or fidelity bonds;
- (v) rights to use the Common Area;
- (vi) responsibility for maintenance and repair of the Properties:
- (vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;
- (viii) boundaries of any Unit;
- (ix) leasing of Units;
- (x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;
- (xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- (xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

Section 5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 6. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 7. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

Section 8. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Pennsylvania law for any of the acts set out in this Article.

Section 9. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article XV
DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the By-Laws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Allegheny County or Butler County, Pennsylvania, as appropriate. Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Units shall continue, it shall be expressly permissible for the Declarant and Builders authorized by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as the Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

This Article may not be amended without the express written consent of the Declarant. However, the rights contained in this Article shall terminate upon the earlier of (a) 30 years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article XVII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties, their respective legal representatives, heirs, successors, and

assigns. for a term of 30 years from the date this Declaration is recorded. After such time the covenants and restrictions shall be automatically extended for successive periods of ten years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Declarant still owns property described in Exhibits "A" or "B" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Except as provided above and otherwise specifically provided herein, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total Class "A" votes in the Association, including seventy-five (75%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Declarant, so long as the Declarant has an option to subject additional Property to this Declaration pursuant to Article IX, Section 1. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the public records of Allegheny and Butler County, Pennsylvania, as appropriate.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege. No amendment may remove, revoke, or modify any right or privilege of the Golf Club without the written consent of the owner of the Golf Club.

Section 3. Severability. Invalidation of any provision or portion of a provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 5. Litigation. Except as otherwise specifically provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation, or By-Laws to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding seventy-five percent of the total votes attributable to Units in the Neighborhood represented by the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article X; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 6. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions of any Neighborhood; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

Section 7. Use of the Words "Treesdale". No Person shall use the words "Treesdale" or any derivative in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "Treesdale" in printed or promotional matter where such term is used solely to specify that particular property is located within Treesdale and the Association shall be entitled to use the words "Treesdale" in its name.

Section 8. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Declaration, the By-Laws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Unit Owner(s). In addition, the Association may avail itself of any and all remedies provided in this Declaration or the By-Laws.

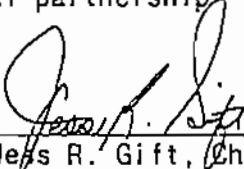
Section 9. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Unit, such Owner shall give the Board of Directors at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit coming due prior to the date upon which such notice is received by the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Unit.

Section 10. Declaration of Easements and Covenants Relating to Treesdale Golf and Country Club. The Association shall cooperate with the Golf Club in performing its responsibilities under that certain Declaration of Easements and Covenants Relating to the Treesdale Golf and Country Club attached hereto as Exhibit "D" and incorporated herein, and shall comply with the terms and provisions of such Declaration of Easements and Covenants Relating to Treesdale Golf and Country Club in performing its responsibilities hereunder.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 5th day of DECEMBER, 1991.

DECLARANT:

TREES DEVELOPMENT COMPANY, a Pennsylvania
general partnership [SEAL]

By: 
Jess R. Gift, Chief Operating Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Washington

TO WIT:

On this, the 5th day of December, 1991, before me, the undersigned officer, personally appeared Jess R. Gift, who acknowledged himself to be the Chief Operating Officer of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such, being authorized to

EXHIBIT "A"

Land Initially Submitted

NEIGHBORHOOD: WEST GROVE

ALL THOSE CERTAIN tracts or parcels of land situate in Pine Township, Allegheny County, Commonwealth of Pennsylvania, being more particularly described as Lots 1 through 105, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume 173, Pages 104 - 119, of the Office of the Recorder of Deeds of Allegheny County, Pennsylvania;

together with:

ALL THOSE CERTAIN tracts or parcels of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, being more particularly described as Lots 1 through 11, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume 152, Pages 46 - 55, of the Office of the Recorder of Deeds of Butler County, Pennsylvania;

together with:

NEIGHBORHOOD: OLD ORCHARD

ALL THOSE CERTAIN tracts or parcels of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, being more particularly described as Lots 12 through 82, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume 152, Pages 46 - 55, of the Office of the Recorder of Deeds of Butler County, Pennsylvania.

EXHIBIT "A"

Land Initially Submitted

NEIGHBORHOOD: WEST GROVE

ALL THOSE CERTAIN tracts or parcels of land situate in Pine Township, Allegheny County, Commonwealth of Pennsylvania, being more particularly described as Lots 1 through 105, inclusive, as shown on that certain plan of lots recorded in Plan Book volume 173, Pages 104 - 119, of the Office of the Recorder of Deeds of Allegheny County, Pennsylvania;

together with:

ALL THOSE CERTAIN tracts or parcels of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, being more particularly described as Lots 1 through 9, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume _____, Page _____, of the Office of the Recorder of Deeds of Butler County, Pennsylvania;

together with:

NEIGHBORHOOD: OLD ORCHARD

ALL THOSE CERTAIN tracts or parcels of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, being more particularly described as Lots 10 through 68, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume _____, Pages _____, of the Office of the Recorder of Deeds of Butler County, Pennsylvania.

EXHIBIT "8"

Land Subject to Annexation

542.168 ACRE TRACT (ALLEGHENY COUNTY)

ALL THAT CERTAIN parcel of land situate in Pine Township, Allegheny County, Commonwealth of Pennsylvania, being more particularly described as follows:

BEGINNING at a concrete monument (found) on the line between Allegheny County and Butler County, on the southerly line of other lands of Trees Development Company, Inc., said point being common to the northeast corner of lands herein described and the northwest corner of lands now or formerly of the Boys Club of Pittsburgh; thence, along the line of lands of said Boys Club of Pittsburgh the following two courses and distances, South $01^{\circ} 03' 30''$ East, a distance of 704.90 feet to a concrete monument (found); thence, North $88^{\circ} 59' 29''$ East, a distance of 623.91 feet to a concrete monument (found); thence, along the line of lands of said Boys Club of Pittsburgh and line of lands now or formerly of Lakeview Farms, Inc., South $00^{\circ} 57' 44''$ East, a distance of 1671.32 feet to a concrete monument (found); thence, along the line of said lands of Lakeview Farms, Inc., South $42^{\circ} 05' 03''$ East, a distance of 1385.47 feet to a stone monument, (found); thence, along the line of lands now or formerly of Radio Advertising Company of Pittsburgh the following two courses and distances, South $57^{\circ} 33' 46''$ West, a distance of 1062.14 feet to a stone monument (found); thence, South $01^{\circ} 00' 52''$ East, a distance of 781.78 feet to a concrete monument (set); thence, along the line of lands now or formerly of Pittsburgh National Bank and Henry A. Bergstrom the following nine courses and distances, South $89^{\circ} 36' 10''$ West, a distance of 548.20 feet to a concrete monument (set); thence, North $00^{\circ} 14' 48''$ West, a distance of 1318.64 feet to a concrete monument (set); thence, South $89^{\circ} 00' 16''$ West a distance of 1334.50 feet to an iron pin (found); thence, South $86^{\circ} 52' 16''$ West, a distance of 298.40 feet to a concrete monument (set); thence, South $89^{\circ} 10' 16''$ West, a distance of 1870.00 feet to an iron pin (found); thence, South $01^{\circ} 01' 44''$ East, a distance of 371.40 feet to an iron pin (found); thence, South $01^{\circ} 46' 30''$ East, a distance of 753.50 feet to a concrete monument (set); thence, South $01^{\circ} 02' 46''$ East, a distance of 175.10 feet to an iron pin (found); thence, South $88^{\circ} 11' 14''$ West, a distance of 1566.21 feet to a concrete monument (found) in the line of lands now or formerly of the Township of Pine, thence, along the line of the lands of the Township of Pine, line of lands now or formerly of Jay Thomas White, North $01^{\circ} 05' 25''$ West, a distance of 607.84' to an iron pin (found); thence, along the line of lands now or formerly of the Christian Science Society/Gibsonia, line of lands now or formerly of George Laush, and line of lands now or formerly of Paul E. Mustovic, North $00^{\circ} 52' 44''$ West, a distance of 2465.57 feet to a railroad spike (set); in the centerline of the Bakerstown-Warrendale Road (S.R. 4068); thence, along said centerline of the Bakerstown-Warrendale Road (S.R. 4068), the following four courses and distances, North $89^{\circ} 42' 42''$ West, a distance of 57.60 feet to a railroad spike (set); thence, South $78^{\circ} 40' 17''$ West, a distance of 303.00 feet to a railroad spike (set); thence, South $76^{\circ} 47' 16''$ West, a distance of 519.20 feet to a railroad spike (set); thence, South $73^{\circ} 05' 16''$ West, a distance of 179.80 feet to a railroad spike (set) at the intersection of the centerline of

the said Bakerstown-Warrendale Road and the centerline of the Mars-Warrendale Road (S.R. 4069), thence, along the centerline of the said Mars-Warrendale Road (S.R. 4069), the following three courses and distances. North 06° 19' 56" East, a distance of 1155.64 feet to a railroad spike (set); thence, North 03° 32' 16" East, a distance of 708.10 feet to a railroad spike (set); thence, North 02° 30' 16" East, a distance of 163.22 feet to a railroad spike (set); on the line between Allegheny County and Butler County, thence, along said county line and the southerly line of other lands of Trees Development Company, Inc., South 89° 50' 32" East, a distance of 5780.56 feet to the point of beginning, containing 555.280 acres, more or less, as shown on Michael Baker, Jr., Inc. Drawing No. 2-10-5175, dated January 7, 1991.

EXCEPTING from the above-described parcel of land all that certain parcel of land situate in Pine Township, Allegheny County, Commonwealth of Pennsylvania, being more particularly described as follows:

BEGINNING at a railroad spike (set) in the centerline of the Bakerstown-Warrendale Road (S.R. 4068), being the northeast corner of lands now or formerly of Paul E. Mustovic; thence, South 86° 25' 52" East, a distance of 154.89 feet to a survey point in the centerline of the said Bakerstown-Warrendale Road (S.R. 4068), thence, South 80° 16' 25" East, a distance of 165.25 feet to a survey point in the centerline of the said Bakerstown-Warrendale Road (S.R. 4068), thence, South 72° 01' 59" East, a distance of 1296.70 feet to a railroad spike (set) at the southwest corner of the lands herein described, also known as the true point of beginning of this parcel; thence leaving the said Bakerstown-Warrendale Road (S.R. 4068) and through the lands of the above-described parcel the following nine courses and distances, North 01° 59' 32" West, a distance of 666.70 feet to a fence post (found); thence, North 00° 28' 13" West, a distance of 667.33 feet to a fence post (found); thence, North 89° 41' 11" East, a distance of 295.35 feet to an iron pin (found); thence, South 30° 35' 45" East, a distance of 230.27 feet to an iron pin (found); thence, South 07° 54' 42" East, a distance of 197.71 feet to an iron pin (found); thence, South 22° 14' 05" West, a distance of 346.22 feet to a fence post (found); thence, South 01° 37' 25" East, a distance of 630.20 feet to a railroad spike (set) in the said Bakerstown-Warrendale Road (S.R. 4068); thence, with the said Bakerstown-Warrendale Road (S.R. 4068) the following two courses and distances, South 88° 05' 05" West, a distance of 195.00 feet to a railroad spike (set); thence, North 81° 18' 28" West, a distance of 104.27 feet to the true point of beginning, containing 10.571 acres, more or less, as shown on Michael Baker, Jr., Inc. Drawing No. 2-10-5175, dated January 7, 1991.

ALSO EXCEPTING from the above-described parcel of land all that certain parcel of land situate in Pine Township, Allegheny County, Commonwealth of Pennsylvania, being more particularly described as follows:

BEGINNING at a railroad spike (set) in the said Bakerstown-Warrendale Road (S.R. 4068), being the southeast corner of the lands of the above-described exception; thence, North 88° 05' 05" East, a distance of 694.20 feet to a railroad spike (set) at the intersection of the centerline of the said Bakerstown-Warrendale Road (S.R. 4068) and the centerline of the Downieville Road, also known as the McGill's Mill Road (T-560), and known as the true point of beginning of this parcel; thence, with said Downieville Road, and through the lands of the Trees parcel, the following four courses and distances. North 47° 16' 05" East, a distance of 738.40 feet to a railroad

spike (set); thence, leaving said Downieville Road, South 46° 58' 55" East, a distance of 165.00 feet to a concrete monument (set); thence, South 45° 54' 08" West, a distance of 547.64 feet to a railroad spike (set) in the centerline of the said Bakerstown-Warrendale Road (S.R. 4068); thence, with said centerline of Bakerstown-Warrendale Road (S.R. 4068), South 88° 25' 46" West, a distance of 269.83 feet to the true point of beginning, containing 2.541 acres, more or less, leaving a total of 542.168 acres, as shown on Michael Baker, Jr., Inc., Drawing No. 2-10-5175, dated January 7, 1991.

TOGETHER WITH:

647.549 ACRE TRACT (BUTLER COUNTY)

ALL THAT CERTAIN tract of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin (found) on the line between Butler County and Allegheny County on the northerly line of lands now or formerly of P.E. Mustovic, Sr., said point being common to the southwest corner of lands herein described; thence, by line of lands now or formerly of Michael J. Donovan and line of lands now or formerly of John and Linda Santa, and line of lands now or formerly of Robert F. and Jeanne R. Santa, North 02° 13' 53" East, a distance of 2344.65 feet to a concrete monument (found); thence, by line of lands now or formerly of Dicesare Engler Development Corporation, North 88° 13' 12" East, a distance of 1993.45 feet to a railroad spike (set) in the centerline of the Mars Road (S.R. 3019), thence, along the centerline of the Mars Road (S.R. 3019), the following courses and distances; North 13° 39' 36" East, a distance of 152.53 feet to a railroad spike (set); thence, North 18° 58' 16" East, a distance of 125.56 feet to a railroad spike (set); thence, North 24° 51' 11" East, a distance of 205.76 feet to a railroad spike (set); thence, North 31° 33' 17" East, a distance of 113.70 feet to a railroad spike (set); thence, North 36° 34' 08" East, a distance of 70.38 feet to a railroad spike (set); thence, North 45° 47' 36" East, a distance of 141.41 feet to a railroad spike (set); thence, North 58° 19' 13" East, a distance of 79.44 feet to a railroad spike (set); thence, leaving the aforementioned Mars Road (S.R. 3019) and by line of lands now or formerly of Carlos Aguirre, Sr., the following courses and distances, North 15° 45' 43" West, a distance of 241.40 feet to a concrete monument (found); thence, North 08° 31' 17" East, a distance of 1026.71 feet to a concrete monument (set); thence, North 06° 31' 39" East, a distance of 519.37 feet to a concrete monument (found); thence, along a southerly line of lands now or formerly of Earl Robert Woodward, North 88° 53' 39" East, a distance of 1158.10 feet to a concrete monument (found); thence, continuing by line of lands now or formerly of Earl Robert Woodward, South 01° 40' 44" East, a distance of 355.37 feet to a concrete monument (found); thence, continuing by line of lands now or formerly of Earl Robert Woodward, North 87° 59' 58" East, a distance of 624.28 feet to a concrete monument (found); thence, along the westerly line of lands now or formerly of Edward L. & Margaret V. Vogel, South 01° 25' 34" East, a distance of 686.18 feet to an iron pin (found); thence, continuing by line of lands now or formerly of Edward L. & Margaret V. Vogel, South 40° 00' 59" East, a distance of 430.99 feet to a railroad spike (set) in the centerline of the aforementioned Mars Road (S.R. 3019), thence, along the centerline of the aforementioned Mars Road (S.R. 3019), the following courses and distances. North 72° 22' 57" East, a distance of 41.10 feet to a railroad spike (set); thence, North 54° 25' 44" East, a distance of 100.94 feet to a railroad spike

(set); thence, North 49° 17' 15" East, a distance of 594.16 feet to a railroad spike (set); thence continuing by a Public Road, the following courses and distances. South 34° 54' 56" East, a distance of 273.38 feet to a railroad spike (set); thence, South 04° 40' 04" West, a distance of 229.40 feet to a railroad spike (set); thence, South 20° 34' 04" West, a distance of 46.63 feet to a railroad spike (set); thence, along a southerly line of lands now or formerly of Richard J. and Mary Ann Wenzel and line of lands now or formerly of Majorie M. Barton, North 89° 38' 04" East, a distance of 2452.08 feet to a concrete monument (found); thence, along the westerly line of lands now or formerly of the estate of Morris H. Drosnes, South 01° 00' 06" East, a distance of 1835.27 feet to a concrete monument (found); thence, along a westerly line of lands of the Porritt Estate Plan, South 00° 47' 50" East, a distance of 493.21 feet to a concrete monument (found); thence, by line of lands of the aforementioned Porritt Estate Plan, South 80° 18' 33" East, a distance of 1449.29 feet to a railroad spike (set) in the centerline of the Camp Trees Road (T-529), thence, continuing along the centerline of the aforementioned Camp Trees Road (T-529), the following courses and distances. South 42° 24' 41" West, a distance of 97.91 feet to a railroad spike (set); thence, South 39° 33' 24" West, a distance of 70.33 feet to a railroad spike (set); thence, leaving the aforementioned Camp Trees Road (T-529), along a northerly line of lands now or formerly of the Boys Club of Pittsburgh, North 76° 54' 48" West, a distance of 1352.00 feet to a railroad spike (set); thence, along a westerly line of lands now or formerly of the Boys Club of Pittsburgh, South 00° 45' 45" East, a distance of 1202.87 feet to a concrete monument (set) on the line between Butler County and Allegheny County, thence, by said county line, North 89° 13' 20" West, a distance of 629.53 feet to a monument (found); thence, still by said county line and along the northerly line of lands now or formerly of Trees Development Company, Inc., North 89° 50' 32" West, a distance of 5780.56 feet to a railroad spike (set) in the center of the aforementioned Mars Road (S.R. 3019), thence, still by said county line and the northerly line of lands now or formerly of Richard J. Jurena, and line of lands now or formerly of P. E. Mustovic, Sr., North 89° 50' 44" West, a distance of 1540.44 feet to the point of beginning, containing 647.549 acres, more or less, as shown on Michael Baker, Jr., Inc. Drawing No. 2-10-5176 dated January 7, 1991.

TOGETHER WITH:

25.802 ACRE TRACT

ALL THAT CERTAIN tract of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike (set) in the centerline of Camp Trees Road (T-529), which point is at a southeasterly corner of the property herein described, thence, along a southerly line of lands now or formerly of Trees Development Company, Inc., N 80° 18' 33" W, a distance of 1449.29 feet to a concrete monument (found); thence, continuing along an easterly line of lands now or formerly of Trees Development Company, Inc., N 00° 47' 50" W, a distance of 493.21 feet to a concrete monument (found); thence, along a southerly line of lands now or formerly of the estate of Morris H. Drosnes, N 88° 39' 41" E, a distance of 2035.94 feet to a concrete monument (set); thence, along a northwesterly line of lands now or formerly of Robert L. Purvis, S 43° 19' 02" W, a distance of 251.56 feet to a concrete monument

(set); thence, continuing along a northwesterly line of lands now or formerly of Robert L. Purvis, S 51°11'02" W, a distance of 176.50 feet to a concrete monument (set); thence, along a southwesterly line of lands now or formerly of Robert L. Purvis, S 38° 48' 58" E, a distance of 90.69 feet to a railroad spike (set) in the centerline of the aforementioned Camp Trees Road (T-529), thence, along the centerline of the aforementioned Camp Trees Road (T-529), the following courses and distances, S 51° 05' 02" W, a distance of 116.11 feet to railroad spike (set); thence, S 35° 49' 41" W, a distance of 393.17 feet to a railroad spike (set); thence, S 42° 24' 41" W, a distance of 38.81 feet to a railroad spike (set); the true point of beginning, containing 25.802 acres, more or less, as shown on Michael Baker, Jr., Inc. Drawing No. 2-10-5176, dated January 7, 1991.

TOGETHER WITH:

201.857 ACRE TRACT

ALL THAT CERTAIN tract of land situate in Adams Township, Butler County, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike (set) in the centerline of the Mars-Valencia Road (S.R. 3015), which point is at a northeasterly corner of the property herein described, thence, along the centerline of the aforementioned Mars-Valencia Road (S.R. 3015), South 36° 07' 57" East, a distance of 12.06 feet to a railroad spike (set); thence, leaving the aforementioned Mars-Valencia Road S.R. 309, along the northerly line of lands now or formerly of Gary R. and Nancy R. Metkler, South 54° 08' 01" West, a distance of 161.31 feet to an iron pin (found); thence, continuing along a westerly line of lands now or formerly of Gary R. and Nancy R. Metkler, South 35° 43' 35" East, a distance of 300.00 feet to an iron pin (found); thence, continuing along a southerly line of lands now or formerly of Gary R. and Nancy R. Metkler, North 54° 08' 01" East, a distance of 162.89 feet to a railroad spike (set) in the centerline of the aforementioned Mars-Valencia Road (S.R. 3015); thence, along the centerline of the aforementioned Mars-Valencia Road (S.R. 3015), South 36° 03' 06" East, a distance of 40.00 feet to a railroad spike (set); thence, leaving the aforementioned Mars-Valencia Road (S.R. 3015), along the northerly line of lands now or formerly of Ronald E. and Joyce M. Stephans, South 54° 08' 01" West, a distance of 163.11 feet to a concrete monument (set); thence, continuing along a westerly line of lands now or formerly of Ronald E. and Joyce M. Stephans, South 35° 43' 35" East, a distance of 300.00 feet to a concrete monument (set); thence, continuing along a southerly line of lands now or formerly of Ronald E. and Joyce M. Stephans, North 54° 08' 01" East, a distance of 164.28 feet to a railroad spike (set) in the centerline of the aforementioned Mars-Valencia Road (S.R. 3015); thence, continuing along the centerline of the aforementioned Mars-Valencia Road (S.R. 3015), the following courses and distances, South 33° 25' 51" East, a distance of 97.97 feet to a railroad spike (set); thence, South 24° 14' 22" East, a distance of 114.56 feet to a railroad spike (set), thence, South 20° 31' 03" East, a distance of 731.77 feet to a railroad spike (set); thence South 17° 26' 25" East, a distance of 31.53 feet to a railroad spike (set); thence, leaving the aforementioned Mars-Valencia Road (S.R. 3015), along a northerly line of lands now or formerly of Wayne P. and Virginia L. Lewis, South 68° 35' 58" West, a distance of 173.05 feet to a concrete monument (set); thence, along a westerly line of

lands now or formerly of Wayne P. and Virginia L. Lewis, and line of lands now or formerly of William L. and Jean M. McKinney, South 21° 24' 02" East, a distance of 153.84 feet to a railroad spike (set) in the centerline of Camp Trees Road (T-529); thence, along the centerline of the aforementioned Camp Trees Road (T-529), South 71° 55' 47" West, a distance of 20.03 feet to a railroad spike (set); thence, leaving the aforementioned Camp Trees Road (T-529), along an easterly line of lands now or formerly of William L. and Jean M. McKinney, North 21° 24' 02" West, a distance of 152.67 feet to a concrete monument (set); thence, along a northerly line of lands now or formerly of William L. & Jean M. McKinney, South 68° 35' 58" West, a distance of 167.50 feet to an iron pin (found); thence, along a westerly line of lands now or formerly of William L. and Jean M. McKinney, South 21° 24' 02" East, a distance of 142.93 feet to PK nail (found) in the centerline of the aforementioned Camp Trees Road (T-529), thence, continuing along the centerline of the aforementioned Camp Trees Road (T-529) the following courses and distances, South 67° 16' 56" West, a distance of 229.27 feet to a railroad spike (set); thence, South 65° 08' 35" West, a distance of 151.28 feet to a railroad spike (set); thence, South 71° 08' 39" West, a distance of 150.94 feet to a railroad spike (set); thence, South 84° 24' 21" West, a distance of 151.09 feet to a railroad spike (set); thence, South 87° 43' 41" West, a distance of 137.98 feet to a railroad spike (set); thence, South 81° 29' 36" West, a distance of 90.01 feet to a railroad spike (set); thence, South 82° 01' 33" West, a distance of 57.09 feet to a railroad spike (set); thence, North 01° 22' 39" East, a distance of 7.06 feet to a concrete monument (set); thence, along the northerly line of lands now or formerly of the Porritt Estate Plan South 88° 39' 41" West, a distance of 2331.07 feet to a concrete monument (found); thence, along an easterly line of lands now or formerly of Trees Development Company, Inc., North 01° 00' 06" West, a distance of 1835.27 feet to a concrete monument (found); thence, along an easterly line of lands now or formerly of Marjorie M. Barton, and line of lands now or formerly of Earl R. Woodward, North 01° 00' 06" West, a distance of 1986.13 feet to a concrete monument (set); thence, along a southerly line of lands now or formerly of Earl R. Woodward, North 89° 32' 49" East, a distance of 1516.37 feet to a concrete monument (set); thence, along a westerly line of Division Alley and lands now or formerly of Darvin D. and Margaret B. Purvis, and line of lands now or formerly of Lauren A. Symanski, and line of lands now or formerly of Stephen E. and Laura H. Pasky, and line of lands now or formerly of Wm. N. and Cordella M. Anderson and line of lands now or formerly of Doyle S. Schwab, et al., South 01° 34' 57" East, a distance of 1864.49 feet to a concrete monument (set); thence, along a southerly line of lands now or formerly of Doyle S. Schwab, et al., and line of lands now or formerly of Kermit W. and May Schwab, North 89° 24' 35" East, a distance of 1188.11 feet to the point of beginning, containing 201.257 acres, more or less, as shown on Michael Baker, Jr., Inc., Drawing No. 2-10-5176, dated January 7, 1991.

2732g

EXHIBIT "C"

BY-LAWS
OF
TREESDALE COMMUNITY ASSOCIATION, INC.

HYATT & RHOADS, P.C.

Attorneys

2400 Marquis One Tower
Atlanta, Georgia 30303
(404) 659-6600

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BY-LAWS

OF

TREESDALE COMMUNITY ASSOCIATION, INC.

Article I

NAME, PRINCIPAL, OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association shall be Treesdale Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the Commonwealth of Pennsylvania shall be located in Allegheny County or Butler County, as appropriate. The Association may have such other offices, either within or outside the Commonwealth of Pennsylvania, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Treesdale (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall otherwise require.

Article II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have two classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Voting Members or their alternates. Subsequent regular annual meetings shall be set by the Board so as to occur during the first month of the third quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a

majority of a quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten (10%) percent of the total Class "A" votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten nor more than 50 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing, waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment; notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a

quorum, provided that Voting Members or their alternates representing at least twenty-five (25%) percent of the total Class "A" votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association; provided, if a meeting cannot be held due to lack of a quorum, upon the next attempt to call such meeting, Voting Members representing one-third (1/3) of the total votes in the Association shall be sufficient to constitute a quorum. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Voting Members.

Article III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of such Members; provided.

however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, the person designated in writing to the secretary of the Association as the representative of such Member shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control Period. Subject to the provisions of Section 6 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when seventy-five (75%) percent of the total number of Units permitted by applicable zoning for the property described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders holding title solely for purposes of development and sale;

(b) December 31, 2021; or

(c) when, in its discretion, the Class "B" Member so determines.

Section 3. Right To Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Association, the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action, policy or program authorized by the Board of Directors or any committee shall become effective or be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Association, the Board of Directors or any committee thereof if Board, committee, or Association approval is necessary for such

action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three nor more than nine, as provided in Section 6 below. The initial Board shall consist of three members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three or more Members of the Association, with at least one representative from each Voting Group. The Nominating Committee shall be appointed by the Board of Directors not less than 30 days prior to each annual meeting of the Voting Members to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, and for the director(s) to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 30 days after the time Class "A" Members other than Builders, own twenty-five (25%) percent of the Units permitted by applicable zoning for the property described in Exhibits "A" and "B" or whenever the Class "B" Member earlier determines, the number of directors shall be increased to five and the President shall call a special meeting at which Voting Members representing the Class "A" Members shall be entitled to elect two of the five directors, who shall be at-large directors. The remaining three directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (b) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (b) below, successors shall be elected for like terms.

(b) Within 30 days after the time Class "A" Members, other than a Builder, own fifty (50%) percent of the Units permitted by applicable zoning for the property described in Exhibits "A" and "B", or whenever the Class "B" Member earlier determines, the Board shall be increased to seven directors. The President shall call a special meeting at which Voting Members representing the Class "A" Members shall be entitled to elect three of the seven directors, who shall serve as at-large directors. The remaining four directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) Within 120 days after termination of the Class "B" Control Period, the President shall call a special meeting at which Voting Members representing the Class "A" Members shall be entitled to elect five of the seven directors, who shall serve as at-large directors. The remaining two directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting is expected to occur within 120 days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (d) below.

(d) At the first annual meeting of the membership after the termination of the Class "B" Control Period, the directors shall be selected as follows: Seven directors shall be elected by the Voting Members representing the Class "A" Members, with each Voting Group voting on a separate slate. Each Voting Group shall be entitled to elect that number of directors which corresponds as closely as possible to the percentage of the number of Units within the Voting Group bears to the total number of Units in the Properties, except that every Voting Group shall be entitled to elect at least one director. Four directors shall be elected for a term of two years and the remaining directors shall be elected for a term of one year, as the directors shall determine among themselves at the first meeting of the Board after their election. At the expiration of the initial term of office of each member of the Board of Directors a successor shall be elected to serve for a term of two years. Only the Voting Groups whose representative(s) are being succeeded shall be entitled to vote for their successors.

Each Voting Member shall be entitled to cast one vote with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

In addition to directors elected by the Voting Members as provided above, the Declarant shall be entitled to appoint one member of the Board of Directors so long as it owns any property described on Exhibits "A" or "B" of the Declaration primarily for development and sale, who shall be an ex officio member of the Board and shall be entitled to attend and participate in all meetings but shall not be entitled to vote.

Section 7. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than 30 days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two directors. The notice shall

specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least 72 hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all

resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Voting Members, but Voting Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Voting Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Voting Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article X of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Neighborhood Expenses;

(b) making assessments to defray the Common Expenses and Neighborhood Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such

installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association: provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement. During the Class "B" Control Period, the annual report shall include certified financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Voting Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Voting Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least fifty-one (51%) percent of the Members other than the Declarant and the Declarant's nominees.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than 90 days notice to the other party.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant, guest or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 30 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members, as set forth in Article III.

Section 3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 13 hereof.

Article V COMMITTEES

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

Section 3. Neighborhood Committees. In addition to any other committees appointed as provided above, there shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association. Each Neighborhood Committee shall consist of three members; provided, however, by vote of at least fifty-one (51%) percent of the Owners within the Neighborhood this number may be increased to five.

The members of each Neighborhood Committee shall be elected annually by the vote of Owners of Units within that Neighborhood. The first election shall be called by the Board of Directors of the Association not later than 60 days after conveyance of fifty-one (51%) percent of the Units in the Neighborhood to Persons other than a Builder. Election of a Neighborhood Committee may be held by mail-in ballot sent out by the Board

of Directors for the initial election and after the initial election by the Neighborhood Committee. Each Owner shall have the number of votes assigned to his Unit(s) in the Declaration. Committee members shall be elected for a term of one year and until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Committee.

It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those which the Association is obligated to provide pursuant to any applicable Supplemental Declaration and those provided to all Members of the Association in accordance with the Declaration; provided, such special services requested by the Neighborhood shall have the approval of Owners representing at least fifty-one (51%) percent of the total votes in the Neighborhood. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

The Owners of Units within the Neighborhood holding at least fifty-one (51%) percent of the total votes of Units in the Neighborhood shall constitute a quorum at any meeting of the Neighborhood. In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III, Sections 8, 9, 10, 11, 12, 13, 14, 15, and 16, of these By-Laws: provided, however, the term "Voting Member" shall refer to the Owners of Units within the Neighborhood. Each Neighborhood Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors. Such chairman shall be the Voting Member from that Neighborhood. Each Neighborhood Committee shall elect a vice chairperson to act as the alternate Voting Member for that Neighborhood.

Article VI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Pennsylvania law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Pennsylvania law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Pennsylvania law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records; *
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

(a) By Declarant. Prior to the conveyance of the first Unit by Declarant to a Person other than a Builder, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Units; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as it still owns property described in Exhibits "A" or "B" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Except as otherwise specifically provided herein, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total Class "A" votes in the Association, including seventy-five (75%) percent of the Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. In addition, the approval requirements set forth in Article XIV of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Allegheny County or Butler County, Pennsylvania, as appropriate.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment to be effective must be recorded in the Office of the Recorder of Deeds for Allegheny County and/or Butler County, Pennsylvania, as applicable.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

2733g -- 04/03/91

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Treesdale Community Association, Inc., a Pennsylvania nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 5th day of DECEMBER, 1991.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of DECEMBER, 1991.

David Holston [SEAL]
Secretary

2733g

EXHIBIT "D"

DECLARATION OF EASEMENTS AND COVENANTS
RELATING TO TREESDALE GOLF AND COUNTRY CLUB

This Exhibit "D" has been superseded by the Declaration of Easements and Covenants Relating to Treesdale Golf & Country Club dated September 1, 1993. The Declaration can be found in the Amendment section in the back of this booklet.

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BK1980 PG0341

DECLARATION OF EASEMENTS AND COVENANTS
RELATING TO TREESDALE GOLF AND COUNTRY CLUB

THIS DECLARATION is made this ____ day of _____, 19____, by TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership ("Declarant").

BACKGROUND STATEMENT

Declarant is the owner of all that property which is subject to the Declaration of Covenants, Conditions and Restrictions for Treesdale, recorded in Deed Book ____, Page ____, of the public records of Allegheny County and/or Butler County, Pennsylvania, as applicable, (such Declaration is herein referred to as the "Residential Declaration" and all property subject thereto, together with any property which may from time to time be added by amendment, is herein referred to as the "Residential Property"). Declarant is also the owner of all that property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Golf Club Property"). Acknowledging that the future owner(s) and users of the Golf Club Property will benefit from the performance by Treesdale Community Association, Inc. ("Association") of certain of its maintenance responsibilities under the Residential Declaration and hereunder, and acknowledging that both the owner(s) and users of the Golf Club Property and the future members of the Association will benefit from the performance by the owner(s) of the Golf Club Property of certain of its maintenance responsibilities hereunder, Declarant desires to provide for an equitable contribution to the costs of such maintenance by the Association and the owner(s) of the Golf Club Property.

NOW, THEREFORE, Declarant hereby declares that all of the Residential Property and all of the Golf Club Property shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which are made for the express benefit of the Association, its successors and assigns, and the present and future owner(s) of the Golf Club Property, and which shall run with the title to the Residential Property and the Golf Club Property and shall bind all parties having any right, title, or interest in the Residential Property or Golf Club Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of the Association and each owner of any part of the Residential Property or Golf Club Property.

Article I
Easements

Section 1. Easements Appurtenant to Residential Property.

(a) There is hereby reserved to the Association a perpetual, nonexclusive easement appurtenant to the Residential Property over, under and across the Golf Club Property for the purpose of storm water drainage and retention of storm water runoff from the Residential Property.

(b) There are hereby reserved to the Association, its agents, employees, successors and assigns, blanket easements over, under and across the Golf Club Property for access, ingress and egress, maintenance and repair to the extent reasonably necessary for the Association to perform its maintenance responsibilities and exercise its rights under the Residential Declaration and hereunder.

(c) There is hereby reserved to the Association and the owners and occupants of the Residential Property a non-exclusive easement for access, ingress and egress over all bridges, pathways and trails and through all tunnels within the Golf Club Property (or easements appurtenant to the Golf Club Property) which tie in to the path and trail system which is part of the Association's Common Area (as defined in the Residential Declaration).

Section 2. Easements Appurtenant to Golf Club Property.

(a) In addition to those easements reserved in the Residential Declaration, the owner(s) of the Golf Club Property, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas (as defined in the Residential Declaration) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club Property.

(b) There is hereby reserved to the owner(s) of the Golf Club Property, its agents, employees, successors and assigns, blanket easements over, across and through the Common Areas of the Association for the purpose of access, ingress and egress, maintenance and repair, to the extent reasonably necessary to perform the Golf Club maintenance responsibilities hereunder.

Article II Obligation To Maintain

Section 1. Maintenance Properties.

(a) Association Maintenance Property. The Association Maintenance Property, as such term is used herein, shall refer to all grass, landscaping, entry features and other signage located at the intersection of Warrendale Road and Treesdale Drive and at the intersection of Mars Road and Treesdale Drive, and all landscaping, signage, and improvements within the right-of-way of Warrendale Road, Treesdale Drive, and Pearce Mill Road which the Association is authorized or obligated to maintain and/or insure under the Residential Declaration. In addition, the Association Maintenance Property shall include all grass, landscaping, entry features and signage located at the intersection of Old Orchard Drive and Treesdale Drive and within the right-of-way of Old Orchard Drive between Treesdale Drive and the entrance to the Golf Club Property.

(b) Golf Club Maintenance Property. The Golf Club Maintenance Property shall include all lakes, ponds and wetlands located on the Golf Club

Property which serve as basins for storm water runoff from the Residential Property, as well as any dam(s) and other structure(s) and mechanical equipment which are part of such storm water management system. It shall also include all bridges and tunnels within the Golf Club Property (or easements appurtenant to the Golf Club Property) which tie in to the path and trail system which is part of the Association's Common Area.

Section 2. Maintenance Responsibilities.

(a) Association Responsibility. The Association shall maintain, repair, and replace the Association Maintenance Property in accordance with the Community-Wide Standard established pursuant to the Residential Declaration, and shall insure the Association Maintenance Property against casualties in such amounts and with such coverages as are required by the Residential Declaration.

(b) Golf Club Responsibility. The Golf Club Property owner(s) shall maintain the Golf Club Maintenance Property in a manner consistent with and to the level of a first class golf course, which shall be not less than the standard prevailing at other private golf courses with comparable fee structures located in residential communities in the metropolitan Pittsburgh, Pennsylvania area and a level generally consistent with the Community-Wide Standard of the Treesdale development established pursuant to the Residential Declaration. Such maintenance shall include, without limitation, periodic treatment of all lakes and ponds within the Golf Club Maintenance Property to maintain a water quality which would be adequate to support fish life and to avoid excessive breeding of insects. It shall also include maintenance, repair and replacement of any dam(s), bridges, tunnels and other structures, and mechanical equipment within the Golf Club Maintenance Property as necessary to keep them in good working order.

Section 3. Failure to Maintain. If either party fails properly to perform its responsibilities under this Article, the other may make a written demand on such party to perform, specifying in detail the action deemed necessary and allowing a reasonable time (but not less than 10 days) within which to take such action in response to such demand. If the nonperforming party fails to take the necessary action within such time period, the demanding party may undertake such action and assess the actual, direct costs incurred in so doing against the nonperforming party; provided, if within 10 days after receipt of any such demand the recipient disputes the alleged failure to perform by written notice to the demanding party, then the demanding party shall not be entitled to assess its costs in undertaking any such action unless and until the matter is submitted to binding arbitration (by agreement of the parties) or to a court of law and such proceedings result in an award in favor of the demanding party.

Article III
Obligation to Share Costs

Section 1. Responsibility for Assessments.

(a) Assessment of Golf Club by the Association. The owner(s) of the Golf Club Property covenants and agrees to pay annual assessments to the Association to cover a portion of the costs incurred by the Association in maintaining, repairing, replacing, and insuring the Association Maintenance Property, as defined in Article II, Section 1(a). above. The obligation to pay this assessment shall be a separate and independent covenant on the part of the Golf Club Property, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association to adequately perform such maintenance responsibilities.

(b) Assessment of Association by the Golf Club. The Association covenants and agrees to pay annual assessments to the Golf Club Property to cover a portion of the costs incurred by the Golf Club Property in maintaining, repairing, replacing, and insuring the Golf Club Maintenance Property, as defined in Article II, Section 1(b). above. The obligation of the Association to pay this assessment shall be a separate and independent covenant on the part of the Association, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the owner(s) of the Golf Club Property to adequately perform such maintenance responsibilities.

Section 2. Computation of Assessments.

(a) Budget. On an annual basis, the Association and the owner(s) Golf Club Property shall each determine an estimated budget for performing its responsibilities under Article II, Section 2, during the upcoming year, including a reasonable and appropriate amount to be placed in a reserve fund for capital repairs and replacements. Such budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period.

(b) Association Maintenance Property. Five (5%) percent of the annual budget for the Association Maintenance Property, as adjusted pursuant to paragraph (a) of this Section, plus any unreimbursed costs incurred by the Association to collect amounts due hereunder for previous fiscal years from the owner(s) of the Golf Club Property, shall be the total annual assessment obligation of the owner(s) of the Golf Club Property as to the Association Maintenance Property. If there is more than one owner of the Golf Club Property, such amount shall be assessed prorata among such owners on the basis of the total acreage within the Golf Club Property owned by each.

(c) Golf Club Maintenance Property. Fifty (50%) percent of the annual budget for the Golf Club Maintenance Property, as adjusted pursuant to paragraph (a) of this Section, plus any unreimbursed costs incurred by the owner(s) of the Golf Club Property to collect amounts due hereunder for previous fiscal years from the Association, shall be the total annual assessment obligation for the Association as to the Golf Club Maintenance Property.

(d) Agreement to Offset. At any time, the Association and the owner(s) of the Golf Club Property may enter into a written agreement pursuant to which each agrees not to levy assessments against the other under this Declaration on the basis that the assessments which each party is authorized to levy against the other hereunder would, in the reasonable estimation of such parties, be approximately equal and would offset each other. No such agreement shall be binding on the parties for more than a 12 month period, but the parties may, on an annual basis, elect to renew, extend, or execute a similar agreement for the next 12 month period. No such agreement shall be effective to modify or terminate the rights and obligations of the parties under Articles I and II of this Declaration.

Section 3. Payment of Assessments.

(a) Within 30 days after receipt of written notice of the annual assessment due pursuant to Section 2, above, the assessed party shall pay to the assessing party one-half (1/2) of the amount due. The balance shall be due and payable 180 days after the due date of the first installment. Any assessment or installment thereof which is delinquent for a period of more than 30 days shall incur a late charge in such amount as the assessed party may from time to time reasonably determine. If the assessment is not paid when due, the assessed party shall be responsible for the late charge, interest (not to exceed the maximum lawful rate) on the principal amount due and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

(b) If the Association fails to pay all or any portion of its assessment obligation when due, a lien in favor of the Golf Club Property owner(s) shall attach to the real property of every member of the Association which is subject to assessment by the Association for its pro rata share of the unpaid amount. Such lien(s) shall include late charges, interest (not to exceed the maximum lawful rate) on the principal amount due and all late charges from the date first due and payable, all costs of collection, reasonable attorneys fees actually incurred, and any other amounts provided or permitted by law. Such lien(s) shall be superior to all other liens against such property, except the lien of the Association arising under the Residential Declaration and other liens which would be prior to the Association's lien under the Residential Declaration. Any such owner may obtain a release of his property from such lien by paying the amount secured thereby.

(c) If the Golf Club Property owner(s) fails to pay all or any portion of its assessment obligation when due a lien in favor of the Association shall attach to the Golf Club Property. Such lien shall include late charges, interest (not to exceed the maximum lawful rate) on the principal amount due and all late charges from the date first due and payable, all costs of collection, reasonable attorneys fees actually incurred, and any other amounts provided or permitted by law. Such lien shall be prior and superior to all other liens arising after the date on which this Declaration is first recorded in the public records of Allegheny County and/or Butler County, Pennsylvania, as applicable, except for the lien of any first mortgage

or other security instrument having first priority given in good faith and for value, and such other liens as by law would be superior to the Association's lien. Any such owner may obtain a release of his property from such lien by paying his pro rata share of the amount secured thereby.

(d) In the event that any assessment levied hereunder remains unpaid after 90 days, the assessing party may institute suit to collect such amounts and to foreclose its lien(s). All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Article IV General

Section 1. Notice. Any notice provided for in this Declaration shall be served personally or shall be mailed by registered or certified mail to the president or secretary of the Association or to the owner(s) of the Golf Club Property, as applicable, at the address of such property or such other address as is registered with the Association by written notice from the owner(s) of the Golf Club Property. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address specified above; or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

Section 2. Recordkeeping. The Association and the owner of the Golf Club Property shall maintain or cause to be maintained full and accurate books of account with respect to the management, maintenance and operation of their maintenance property. Such books and records and financial statements related thereto shall be made available for inspection and copying by the party keeping the records upon request, during normal business hours or under other reasonable circumstances. Copying charges shall be paid by the requesting party. If a party desires to have the records audited, it may do so at its expense, and the party keeping the records shall cooperate by making available to the party performing the audit the records, including all supporting materials (e.g., check copies, invoices, etc.) for the year then ended. If the amount of actual expenses for the preceding year is disputed after audit, the party keeping the records and the party requesting the audit shall cause a second audit to be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the party keeping the records by more than ten (10%) percent of the amount asserted, then the party keeping the records shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the party keeping the records by ten (10%) percent or less of the amount asserted, then the party requesting the second audit shall pay the entire cost of the second auditor. Variances shall be taken into account in the following year's budget as provided under Article III hereof.

Section 3. Indemnification. The Association and the owner(s) of the Golf Club Property shall each indemnify, defend and hold harmless the other against all losses, claims, injuries and damages arising out of or related to

the manner of performance or failure to perform their respective responsibilities under Article II hereof. The Association and the owner(s) of the Golf Club Property shall each obtain and maintain in effect at all times liability insurance to fund this obligation with a combined single limit for personal injury and property damage of at least One Million (\$1,000,000.00) dollars. Each policy shall contain contractual liability coverage and shall name the indemnitee as an additional insured. The cost of each policy shall be borne by the respective named insureds (the indemnitors) and shall not be a shared expense hereunder.

Section 4. Unilateral Annexation By Declarant. Declarant shall have the unilateral right, privilege and option from time to time at any time to subject additional property to the provisions of this Declaration by filing for record a Supplemental Declaration subjecting such property to the terms hereof and describing such property. Any such annexation shall be effective upon the filing for record of the Supplemental Declaration unless otherwise provided therein. Nothing herein shall preclude the annexation of property that, at the time that this Declaration is recorded, is not owned by Declarant. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of the then owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant.

The rights reserved unto Declarant to subject additional land to this Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any additional land to this Declaration.

Section 5. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Residential Property or the Golf Club Property; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Residential Property or the Golf Club Property; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on any portion of the Residential Property or the Golf Club Property; provided, however, any such amendment shall not adversely affect the title to any property unless the owner thereof shall consent thereto in writing. Further, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided therein, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owner or occupant hereunder, nor shall it adversely affect title to the property of any owner without the consent of the affected owner or occupant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the directors of the Association and owner(s) of a majority of the total acreage within the Golf Club Property and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of the Declarant. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 6. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of 30 years after the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of 10 years, unless such extension is disapproved by at least a majority of the directors of the Association, owners of a majority of the total acreage within the Golf Club Property and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of Declarant. Every purchaser or grantee of any interest in any portion of the Residential Property or Golf Club Property, by acceptance of a deed or other conveyance therefor, agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

Section 7. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of the Association, every owner of any portion of the Residential Property and every owner of any portion of the Golf Club Property and shall inure to the benefit of each of them.

Section 8. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Pennsylvania.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 11. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 12. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Subsection, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

DECLARANT:

TREES DEVELOPMENT COMPANY, a Pennsylvania
general partnership (SEAL)

By: _____
Jess R. Gift, Chief Operating Officer

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

TO WIT:

On this, the _____ day of _____, 1991, before me, the undersigned officer, personally appeared Jess R. Gift, who acknowledged himself to be the Chief Operating Officer of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

NOTARY PUBLIC (SEAL)

My commission expires:

EXHIBIT "A"
GOLF CLUB PROPERTY

TO BE INSERTED BY FUTURE AMENDMENTS

VOL. 8620 PAGE 140

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DELER COUNTY, PA.

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DEC 10 91 15 10 22

Page 10

DECLARATION OF COVENANTS,
CONDITIONS, AND
RESTRICTIONS FOR
TRESDALE

204.50
A 7
DB 84

MAIL TO AND PREPARED BY:
KEVIN F. MCKEHEGAN, ESQUIRE

MEYER, UNKOVIC & SCOTT
ATTORNEYS AT LAW
1300 OLIVER BUILDING

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

Recorded on this 10th day of December, 1991, in
the Recorder's Office of the said County in Deed Book Volume
8620, Page 40.

Recorded on 10th day of December, 1991, in
the Recorder's Office of the said County in Deed Book Volume
8620, Page 40.

Michael J. Peter Veckler
Recorder

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
Dec 10 1 42 PM '91



**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR TREESDALE**

14

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREESDALE

THIS AMENDMENT is made this 19th day of October, 1992.

W I T N E S S E T H

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") and, as Exhibit "C" thereto, those certain By-Laws of Treesdale Community Association, Inc. (the "By-Laws") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania, land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") and, as Exhibit "C" thereto, those certain By-Laws of Treesdale Community Association, Inc. (the "By-Laws") in Deed Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania, land records; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend said instrument for any purpose until termination of the Class "B" membership;

NOW, THEREFORE, Article XII of the Declaration is amended as follows:

1. By deleting Section 8 in its entirety, and substituting in its place the following:

Section 8. Clotheslines, Basketball Equipment, Garbage Cans, Tanks, Etc. Clotheslines, garbage cans, above-ground storage tanks, mechanical equipment, and other similar items in Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. Basketball hoops and backboards may be located at the side or in the rear of Units only. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI of the Declaration and shall regularly be removed from the Properties and shall not be allowed to accumulate.

2. By deleting the introductory clause of Section 34 in its entirety, and substituting in its place the following:

Section 34. Design and Construction. In addition to the Design Guidelines referenced in Article XI, Section 3, the following covenants shall apply to all Units lying within Pine Township in Allegheny County, Pennsylvania (the "Township") unless otherwise approved in writing by Pine Township and Declarant:

The remainder of Section 34 shall remain unchanged.

3. Section 32, is amended by adding the clause, "unless otherwise agreed by the Board of Directors, in its sole discretion," to the end of the second sentence thereof, such that Section 32 now reads as follows:

Section 32. Doors and Windows. No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security, or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. All windows of an occupied dwelling on a Unit which are visible from the street or other Units shall have draperies, curtains, blinds, or other permanent interior window treatments, unless otherwise agreed by the Board of Directors, in its sole discretion. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this 12th day of October, 1992.

DECLARANT: Trees Development Company, a Pennsylvania general partnership

BY: Jess R. Gift
Jess R. Gift, President

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

TO WIT:

I, Kathleen C. Williams, a notary public in and for the State and County aforesaid, do certify that Jess R. Gift, whose name as President of Trees Development Company, a Pennsylvania general partnership, is signed to the writing above, bearing date on the 19th day of October, 1992, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 19th day of October, 1992

My term of office expires on August 12, 1996.

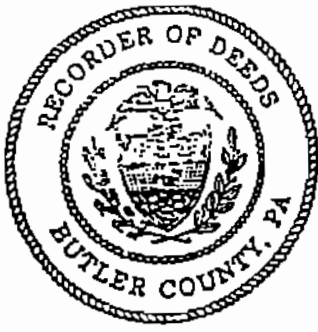
Kathleen C. Williams
NOTARY PUBLIC

Notarial Seal
Kathleen E. Williams, Notary Public
Frederick Park Plaza, Allegheny County
My Commission Expires Aug. 12, 1996
Member, Pennsylvania Association of Notaries



BUTLER COUNTY
PENNSYLVANIA SS

Recorded in the Recorder's Office
of said County on the 19th day
of November A.D., 1992
In RECORD
Book No. 204-278 Witness
my hand and the seal of said Office



Michele M. Santello
Recorder

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DULLER COUNTY, PA.
FEE \$ 15.50
money

Michele M. Santello
RECORDER OF DEEDS

Oct 22 11 19 296

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TRESDALE

BY

TREES DEVELOPMENT COMPANY

10.5
MS/92

MAIL TO:
KEVIN F. MCKEGAN, ESQUIRE

MEYER, UNKOVIC & SCOTT
ATTORNEYS AT LAW
1300 OLIVER BUILDING
PITTSBURGH, PA. 15222

I hereby CERTIFY that this document is recorded in the Recorder's Office of Allegheny County, Pennsylvania

Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
Oct 22 1 01 PM '92

COMMONWEALTH OF PENNSYLVANIA Allegheny County Cross-Reference: Vol. 8620
 Page 40
 COUNTIES OF ALLEGHENY AND BUTLER Butler County Cross-Reference: Vol. 1980
 Page 251

SECOND AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR TREESDALE

THIS AMENDMENT is made this 15th day of June, 1993

W I T N E S S E T H

WHEREAS, on December 10, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") and, as Exhibit "C" thereto, those certain By-Laws of Treesdale Community Association, Inc. (the "By-Laws") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania, land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") and, as Exhibit "C" thereto, those certain By-Laws of Treesdale Community Association, Inc. (the "By-Laws") in Deed Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania, land records; and

WHEREAS, the Declaration was amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale recorded in Deed Book Volume 8833, Page 614, et seq., of the Allegheny County, Pennsylvania land records and in Deed Book Volume 2204, Page 278, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend said instrument for any purpose until termination of the Class "B" membership;

NOW, THEREFORE, the Declaration, as previously amended, is further amended as follows:

1.

Article XII, Section 32, is amended by adding the clause, "unless otherwise agreed by the Board of Directors, in its sole discretion," to the end of the second sentence thereof, such that Section 32 now reads as follows:

Section 32. Doors and Windows No "burglar bars," steel or wrought iron bars, or similar fixtures, whether designed for decorative, security, or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. All windows of an occupied dwelling on a Unit which are visible from the street or other Units shall have draperies, curtains, blinds, or other permanent interior

window treatments, unless otherwise agreed by the Board of Directors, in its sole discretion. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a dwelling, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the dwelling, as determined in the sole discretion of the Board of Directors.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this 15th day of June, 1993.

DECLARANT: Trees Development Company, a Pennsylvania general partnership

By: [Signature]
Jess R. Gift, Chief Operating Officer

STATE OF PENNSYLVANIA

COUNTY OF Allegheny

TO WIT:

I, Kathryn E. Williams, a notary public in and for the State and County aforesaid, do certify that Jess R. Gift, whose name as Chief Operating Officer Trees Development Company, a Pennsylvania general partnership, is signed to the writing above, bearing date on the 15th day of June, 1993, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 15th day of June, 1993.

My term of office expires on

Notary Seal
Kathryn E. Williams, Notary Public
Member, Pennsylvania Association of Notaries
My Commission Expires Aug. 13, 1999

[Signature]
NOTARY PUBLIC



JPS41

Mail to -
Trees Dev. Co.
Four Treesdale Commons
Abersmin, PA 15044

FILED IN 1993
RECORDED 23
Recorded in the Recorder's Office
of said County on the 16th day
of June A.D., 1993
to RECORD
Book No. 2329-435 Witness

[Signature]
Recorder

012837
Michael Della Vecchia
RECORDER OF DEEDS

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Albion, PA 15004

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COMPANY

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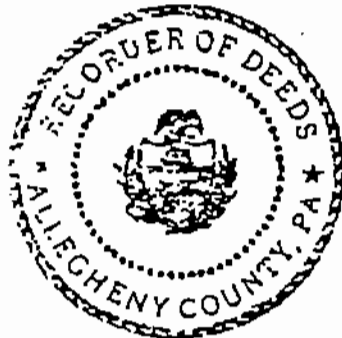
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MAKE NOTE

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

JUN 17 11 12 AM '93

I hereby CERTIFY that this document is recorded in the Recorder's Office of Allegheny County, Pennsylvania



Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREESDALE

THIS AMENDMENT is made this 1st day of September, 1993.

W I T N E S S E T H:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership ("the Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale ("the Declaration") in the Allegheny County Recorder of Deeds Office in Deed Book Volume 8620, Page 40 and in the Butler County Recorder of Deeds Office in Deed Book Volume 1980, Page 251; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until termination of the Class B membership.

NOW, THEREFORE, Article XII of the Declaration is amended as follows:

1. By deleting Section 27 in its entirety and substituting in its place the following:

Section 27. Operation of Golf Carts and Motorized Vehicles. Golf carts and golf course maintenance vehicles may be operated on streets within the Properties but only within such crossings or in such a manner as shall most directly link holes within the Golf Club. In no event shall golf carts or golf course maintenance vehicles be operated on streets within the Properties except in connection with the playing of golf at the Golf Club or the maintenance of the Golf Club. No motorized vehicle shall be operated on any trails within the Properties, except that golf carts and golf course maintenance equipment may be operated on portions of trails which also serve as cart paths for the Golf Club.

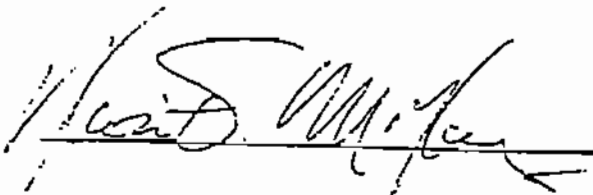
2. Section 35 is added to Article XII of the Declaration as follows:

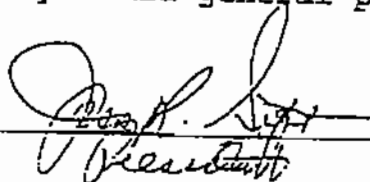
Section 35. Open Space Parcel. Parcel 15 of the Treesdale West Grove Neighborhood Revision No. 1 Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 175, Pages 5-14 is hereby declared to be an open space parcel on which no buildings, above-ground structures or vertical improvements may be erected except with the unanimous consent and agreement of the owners of Lot Nos. 104 and 105 in the Plan and the owners of Lot Nos. 1 through 8 in the Links Amendment No. 1 Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 177, Page 164.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this 1st day of September, 1993.

WITNESS:

TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership



By: 
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 1st day of September, A.D., 1993, before me, a Notary Public, the undersigned officer, personally appeared Jess R. GRET, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kendra Jean Gretz
Notary Public

MY COMMISSION EXPIRES:

NOTARIAL SEAL
KENDRA JEAN GRETZ, Notary Public
North Huntingdon, Westmoreland County, PA
My Commission Expires July 29, 1995

**This Third Amendment to the Declaration of Covenants, Conditions and
Restrictions has also been recorded in Butler County,
Deed Book Volume 2355, Pages 454 to 457**

C.
F

- DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS RELATING TO TREESDALE GOLF AND COUNTRY CLUB

THIS DECLARATION is made this 15th day of September, 1993, by TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership ("Declarant").

BACKGROUND STATEMENT

Declarant is the owner of all that property ("the Residential Property") which is subject to the Declaration of Covenants, Conditions and Restrictions for Treesdale, recorded in Deed Book Volume 8620, Page 40, of the public records of Allegheny County and Book 1980, Page 251 of the public records of Butler County, Pennsylvania, as applicable, (such Declaration is herein referred to as the "Residential Declaration"). Declarant is also the owner of all that property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Golf Club Property"). Acknowledging that the future owner(s) and users of the Golf Club Property will benefit from the performance by Treesdale Community Association, Inc. ("Association") of certain of its maintenance responsibilities under the Residential Declaration and hereunder, and acknowledging that both the owner(s) and users of the Golf Club Property and the future members of the Association will benefit from the performance by the owner(s) of the Golf Club Property of certain of its maintenance responsibilities hereunder, Declarant desires to provide for such maintenance by the Association and the owner(s) of the Golf Club Property.

NOW, THEREFORE, Declarant hereby declares that all of the Residential Property and all of the Golf Club Property shall be held, sold, and conveyed subject to the covenants, conditions and easements contained herein, which are made for the express benefit of Declarant and the Association, their successors and assigns, and the present and future owner(s) of the Golf Club Property, and which shall run with the title to the Residential Property and the Golf Club Property and shall bind all parties having right, title, or interest in the Residential Property or Golf Club Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of Declarant and the Association and each owner of any part of the Residential Property or Golf Club Property.

ARTICLE I
Golf Club Property

Section 1. Use of Golf Club Property.

The Golf Club Property shall at all times be used only for the purpose of a private golf and country club including a golf course, clubhouse, ancillary facilities and related recreational purposes such as a swimming pool, tennis courts and golf practice area (collectively "the Club").

Section 2. Standards.

The exterior and location of all vertical structures for the Club shall be in conformance with the overall character of the development on Declarant's property adjoining and adjacent to the Golf Club Property, which development is commonly known as "Treesdale". All maintenance buildings for the Club shall be screened from public view and shall be architecturally consistent with the existing Treesdale Community Center. Nothing contained herein shall be deemed in limitation of any conditions concerning the operation of the Club set forth in that certain Agreement of Purchase and Sale dated July 6, 1993 between Declarant, as Seller and Treesdale Country Club, Inc., as Buyer.

ARTICLE II
Easements

Section 1. Easements Appurtenant to Residential Property.

(a) There is hereby reserved to Declarant, its successors and assigns, the right to enter the Golf Club Property for any and all purposes reasonably necessary for the maintenance, development, repair, replacement, construction or reconstruction of any property owned by Declarant and adjacent to the Golf Club Property. The reservation hereby made includes the right to enter the Golf Club Property for the purpose of constructing or maintaining erosion and sedimentation control systems, drainage systems, utility lines, and all other purposes reasonably necessary for the development of single and multi family residences on property adjoining and adjacent to the Golf Club Property. The reservation hereby made is subject to the restriction that the use of the Property by Declarant shall not unreasonably interfere with golf play on the Golf Club Property, shall not require the removal of any structure erected on the Golf Club Property and shall not unreasonably interfere with the playability of golf on the Golf Club Property. Declarant further agrees that, at its sole expense, and subject to conditions not within its control, it shall restore within fifteen (15) days after any entry on the Golf Club Property the surface of the land, including, without

limitation, ground covers, plantings, sidewalks and structures and shall place the Golf Club Property as near as practicable in the condition found prior to Declarant's entry on to it. It is Declarant's intent that the easement hereby reserved shall be a blanket easement encumbering the Golf Club Property. At the specific written request of any subsequent owner of the Golf Club Property, Declarant shall by supplements to this Declaration specify specific areas on the Golf Club Property to which this easement shall apply, but no such supplemental declarations shall limit or hinder Declarant from making use of the easements hereby reserved with respect to other portions of the Golf Club Property.

(b) There is hereby reserved to Declarant and the Association a perpetual, non-exclusive easement appurtenant to the Residential Property over, under and across the Golf Club Property for the purpose of storm water drainage and retention of storm water run-off from the Residential Property.

(c) There are hereby reserved to the Association, its agents, employees, successors and assigns, blank easements over, under and across the Golf Club Property for access, ingress and egress, maintenance and repair to the extent reasonably necessary for the Association to perform its maintenance responsibilities and exercise its rights under the Residential Declaration and hereunder.

(d) There is hereby reserved to the Association and the owners and occupants of the Residential Property a non-exclusive easement for access, ingress and egress over all bridges, tunnels, cart paths, pathways and trails and through all tunnels within the Golf Club Property (or easements appurtenant to the Golf Club Property) which tie in to the path and trail system which is part of the Association's Common Areas (as defined in the Residential Declaration).

Section 2. Easements Appurtenant to Golf Club Property.

(a) In addition to those easements reserved in the Residential Declaration, the owner(s) of the Golf Club Property, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas (as defined in the Residential Declaration) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club Property.

(b) There is hereby reserved to the owner(s) of the Golf Club Property, its agents, employees, successors and assigns, blanket easements over, across and through the Common Areas of the Association for the purpose of access, ingress and egress,

maintenance and repair, to the extent reasonably necessary to perform the Golf Club maintenance responsibilities hereunder.

ARTICLE III
Obligation to Maintain

Section 1. Maintenance Properties.

(a) Association Maintenance Property. The Association Maintenance Property, as such term is used herein, shall refer to all grass, landscaping, entry features and other signage located at the intersection of Warrendale Road and Treesdale Drive and at the intersection of Mars Road and Treesdale Drive, and all landscaping, signage, and improvements within the right-of-way of Warrendale Road, Treesdale Drive, and Pearce Mill Road which the Association is authorized or obligated to maintain and/or insure under the Residential Declaration. In addition, the Association Maintenance Property shall include all grass, landscaping, entry features and signage located at the intersection of Old Orchard Drive and Treesdale Drive and within the right-of-way of Old Orchard Drive between Treesdale Drive and the entrance to the Golf Club Property.

(b) Golf Club Maintenance Property. The Golf Club Maintenance Property shall mean the Golf Club Property, including without limitation, all lakes, ponds and wetlands located on the Golf Club Property which serve as basins for storm water run-off from the Residential Property, as well as any dam(s) and other structure(s) and mechanical equipment which are part of such storm water management system. It shall also include all bridges and tunnels within the Golf Club Property (or easements appurtenant to the Golf Club Property) which tie into the path and trail system which is part of the Association's Common Area.

Section 2. Maintenance Responsibilities.

(a) Association Responsibility. The Association shall maintain, repair, and replace the Association Maintenance Property in accordance with the Community-Wide Standard established pursuant to the Residential Declaration, and shall insure the Association Maintenance Property against casualties in such amounts and with such coverages as are required by the Residential Declaration.

(b) Golf Club Responsibility. The Golf Club Property owner(s) shall maintain the Golf Club Maintenance Property in a manner consistent with the uses and purposes set forth in Article I hereof, and a level generally consistent with the Community-Wide Standard of the Treesdale development established pursuant to the Residential Declaration. Such maintenance shall include,

without limitation, periodic treatment of all lakes and ponds within the Golf Club Maintenance Property to maintain a water quality which would be adequate to support fish life and to avoid excessive breeding of insects. It shall also include maintenance, repair and replacement of any dam(s), bridges, tunnels and other structures, and mechanical equipment within the Golf Club Maintenance Property as necessary to keep them in good working order.

Section 3. Failure to Maintain

If either party fails properly to perform its responsibilities under this Article, the other may make a written demand on such party to perform, specifying in detail the action deemed necessary and allowing a reasonable time (but not less than ten (10) days) within which to take such action in response to such demand. If the nonperforming party fails to take the necessary action within such time period, the demanding party may undertake such action and assess the actual, direct costs incurred in so doing against the nonperforming party; provided, if within ten (10) days after receipt of any such demand the recipient disputes the alleged failure to perform by written notice to the demanding party, then the demanding party shall not be entitled to assess its costs in undertaking any such action unless and until the matter is submitted to binding arbitration (by agreement of the parties) or to a court of law and such proceedings result in an award in favor of the demanding party.

ARTICLE IV General

Section 1. Notice.

Any notice provided for in this Declaration shall be in writing served personally or mailed by registered or certified mail to Declarant, the president or secretary of the Association or to the owner(s) of the Golf Club Property, as applicable. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address specified above; or (b) on the third (3rd) day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

Section 2. Unilateral Annexation Bv Declarant.

Declarant shall have the unilateral right, privilege and option from time to time at any time to subject additional property to the provisions of this Declaration by filing for record a Supplemental Declaration subjecting such property to the terms hereof and describing such property. Any such annexation shall be effective upon the filing for record the Supplemental

Declaration unless otherwise provided therein. Nothing herein shall preclude the annexation of property that, at the time that this Declaration is recorded, is not owned by Declarant. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of the then owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any real property annexed by Declarant.

The rights reserved unto Declarant to subject additional land to this Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any additional land to this Declaration.

Section 3. Amendment.

This Declaration may be amended unilaterally at any time from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Residential Property or the Golf Club Property; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Residential Property or the Golf Club Property; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on any portion of the Residential Property or the Golf Club Property; provided, however, any such amendment shall not adversely affect the title to any property unless the owner thereof shall consent thereto in writing. Further, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided therein, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owner or occupant hereunder, nor shall it adversely affect title to the property of any owner without the consent of the affected owner or occupant.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least a majority of the directors of the Association and owner(s) of a majority of the total acreage within the Golf Club Property and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of the Declarant. Amendments to this Declaration shall become effective

upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 4. Duration.

The provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of thirty (30) years after the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved by at least a majority of the directors of the Association, owners of a majority of the total acreage within the Golf Club Property and, so long as the Declarant has an option unilaterally to subject additional property to the Residential Declaration as provided in that instrument, the consent of Declarant. Every purchaser of or grantee of any interest in any portion of the Residential Property or Golf Club Property, by acceptance of a deed or other conveyance therefor, agrees that the provisions of this Declaration may be extended and renewed as provided in this Section.

Section 5. Binding Effect.

This Declaration shall be binding upon and shall inure to the benefit of the Association, every owner of any portion of the Residential Property and every owner of any portion of the Golf Club Property and shall inure to the benefit of each of them.

Section 6. Interpretation.

This Declaration shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

Section 7. Perpetuities.

If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 8. Gender and Grammar.

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 9. Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 10. Captions.

The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Subsection to which they refer.

Section 11. Residential Declaration.

This Declaration replaces in its entirety the "Declaration of Covenants, Conditions, restrictions and Easements Relating to Treesdale Golf and County Club" previously recorded as Exhibit "D" to the Residential Declaration.

Section 12. Subordination of Subsequent Documents.

Each and every deed, transfer, lease, assignment, conveyance, contract, instrument, mortgage, deed of trust, lien, encumbrance agreement or other document affecting any portion of the Golf Club Property shall at all times be subject to and subordinate to the provisions of this Declaration, and any party foreclosing any such mortgage, or deed of trust, lien or encumbrance shall acquire title to such premises subject to all of the provisions hereof.

Section 13. Covenants Running with the Land; Successors and Assigns.

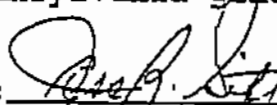
All of the terms, covenants and conditions of this Declaration shall run with the land and shall be binding upon the party making or assuming such obligations and such party's heirs, administrators, legal representatives, successors and assigns and

shall inure to the benefit of all other parties hereto and their heirs, administrators, legal representatives, successors and assigns. The term successors and assigns shall include any existing or future Mortgagee of any part of the Golf Club Property and the Residential Property.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first above written.

DECLARANT:

TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership

By:  [SEAL]
Jess R. Giff
Chief Operating Officer

GOLF CLUB PROPERTY

PROPERTY DESCRIPTION

ALL those certain lots or pieces of ground situate in Adams Township, Butler County, Pennsylvania being Parcels GC-1 to 5-R, GC-8 and 9-R and GC-10-R in the Treesdale Old Orchard Neighborhood Revision No. 3 Plan, of record in the Butler County Recorder of Deeds Office in Plan Book Volume 167, Pages 19-22 and Parcels GC-6 and GC-7 in the Treesdale Old Orchard Neighborhood Revision No. 1 Plan, of record in the Butler County Recorder of Deeds Office in Plan Book Volume 154, Page 17; and

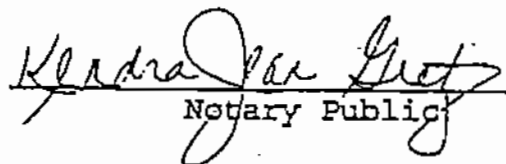
ALL those certain lots or pieces of ground situate in Pine Township, Allegheny County, Pennsylvania being Parcels GC-10-R, GC-11 and 12-R, GC-13-R, GC-14 and 15-R, GC-16-R, GC-17-R1 and GC-18-R1 in the Treesdale West Grove Neighborhood Revision No. 3 Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 182, Pages 105-116.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

TO WIT:

On this, the 1st day of September, 1993, before me, the undersigned officer, personally appeared JESS R. GIFT, who acknowledged himself to be the Chief Operating Officer of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public

My Commission Expires:



CONSENT AND SUBORDINATION

The Undersigned, Community Savings Bank ("Lender"), hereby consents to the attached Declaration of Covenants, Conditions, Restrictions and Easements Relating to Treesdale Golf and Country Club ("Declaration") and subordinates the lien of that mortgage from Trees Development Company to Lender dated April 21, 1993, in the original principal sum of \$7,500,000.00 and recorded in the Allegheny County Recorder of Deeds Office in Mortgage Book Volume 13044, page 562 and in the Butler County Recorder of Deeds Office in Book 2312, page 666 ("the Mortgage") to the Declaration to which this subordination is attached, and the terms and provisions thereof, and agrees that in the event of a foreclosure of the Mortgage or execution on the Note evidencing the indebtedness secured by the Mortgage the terms and provisions of the Declaration will not be affected thereby.

WITNESS the due execution hereof this 3rd day of September, 1993.

ATTEST:

COMMUNITY SAVINGS BANK

Robert L. Rogers By: [Signature]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny)

On this 3RD day of September, 1993, before me, the undersigned officer, personally appeared Robert L. Rogers, who acknowledges himself to be vice president of Community Savings Bank, and as such officer of Community Savings Bank, being duly authorized to do so, executed the foregoing instrument in the capacity and for the purposes therein stated.


WITNESS my hand and official seal the day and year aforesaid.

[Signature]
Notary Public

My Commission Expires June 5, 1994
Notarial Seal
Richard F. Seiler, Notary Public
Pittsburgh, Allegheny County
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
SEP 3 4 00 PM '93

I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania



Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

SEP 3 11 40 00

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS RELATING
TO TRESDALE GOLF AND COUNTRY CLUB

*295-56
MPS*

MAIL TO:
KEVIN F. MCKEEGAN, ESQUIRE

MEXER, UNKOVIC & SCOTT
ATTORNEYS AT LAW
1300 OLIVEN BUILDING
PITTSBURGH, PA. 15222

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

Recorded on this _____ day of _____, A.D.,
1993, in the Recorder's Office of said County in Book _____, Page _____.

Given under my hand and the seal of the said Office the
day and year aforesaid.

Recorder

**This Declaration relating to the Treesdale Golf & Country Club
has also been recorded in Butler County, Deed Book Volume 2355,
Pages 440 to 451.**

THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREESDALE

THIS AMENDMENT is made this th 13 day of January, 1994.

W I T N E S S E T H:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership ("the Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale ("the Declaration") in the Allegheny County Recorder of Deeds Office in Deed Book Volume 8620, Page 40 and in the Butler County Recorder of Deeds Office in Deed Book Volume 1980, Page 251; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until termination of the Class B membership; and

WHEREAS, the Class B membership has not been terminated.

NOW, THEREFORE, the Declaration is amended as follows:

1. By deleting from Article XI, Section I thereof the following sentence in its entirety:

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with plans and specifications of professional architect or a licensed building designer.

2. Except as provided for herein, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this th 13 day of January, 1994.

WITNESS:



TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership

By: 

F. J. [unclear]

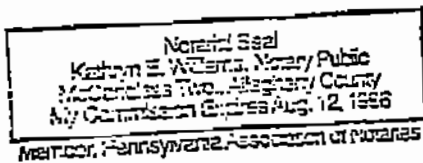
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 13th day of January, A.D., 1994, before me, a Notary Public, the undersigned officer, personally appeared David A. Galton, who acknowledged himself to be the Exec. Vtd. President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn C. Williams
Notary Public

MY COMMISSION EXPIRES:



RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
Jan 14 10 11 AM '94

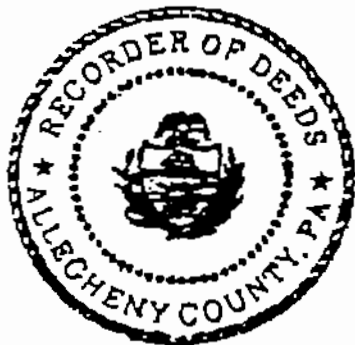
THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TREESDALE

BY
TREES DEVELOPMENT COMPANY

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copy*

MAIL TO:
TREES DEVELOPMENT COMPANY
FOUR TREESDALE COMMONS
GILSONIA, PA 15044

*PP-PS.
9620 10*



I hereby CERTIFY that this document
is recorded in a Deed Volume in the
Recorder's Office of Allegheny County,
Pennsylvania

Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions has also been recorded in Butler County, Deed Book Volume 2401, Pages 909 to 910.

COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF ALLEGHENY AND BUTLER

Allegheny County Cross-Reference: Vol. 8620
Page 40
Butler County Cross-Reference: Vol. 1980
Page 251

Handwritten mark

BLOCK & LOT NUMBER
DEED REGISTRY

INT:

DATE:

John A. [Signature]

DECLARATION ONLY

FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREESDALE

THIS AMENDMENT is made this 1st day of December, 1994.

WITNESSETH

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania, land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania, land records; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend said instrument for any purpose until termination of the Class "B" membership;

WHEREAS, the Class "B" membership has not been terminated.

NOW THEREFORE, Article X of the Declaration is amended as follows:

1. By deleting the first paragraph, Section 2 in its entirety, and substituting in its place the following:

Section 2. Computation of Base Assessment. It shall be the duty of the Board, at least 60 days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a reserve in accordance with a budget separately prepared as provided in Section 4 of this Article.

The remainder of Section 2 shall remain unchanged.

2. By deleting Section 4 in its entirety and substituting in its place the following:

Section 4. Reserve Budget. The Board of Directors shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required reserves in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments or Neighborhood Assessments, as appropriate, over the period of the budget. The

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DB 09385 PG 474

reserve funding required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Sections 2 and 3 of this Article.

3. Section 10, is amended by substituting the clause "any Owner" in place of "the first Owner", such that Section 10 now reads as follows:

Section 10. Capitalization of Association. Upon acquisition of record title to a Unit by any Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-quarter of the annual Base Assessment per Unit for that year as determined by the Board. This amount shall be in addition to, not in lieu of, the annual Base Assessment levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

NOW THEREFORE, Article XI of the Declaration is amended as follows:

1. By deleting Section 3 (b), paragraph two, in its entirety, and substituting in its place the following:

In the event that the NCC or MC fails to approve or to disapprove any application within 30 days after the next regularly scheduled meeting following submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the NCC pursuant to Section 5 below.

NOW THEREFORE, Article XII of the Declaration is amended as follows:

1. By deleting Section 2 (a), in its entirety, and substituting in its place the following:

(a) Parking. Vehicles may be parked over night only in the garages serving the Units or other hard-surfaced areas. Parking is permitted in driveways provided that the vehicle is operational. Temporary short term street parking is permitted provided that the vehicle is not left unattended for an extended period of time. Vehicles shall be subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. The Association may permit visitors or guests to park overnight in driveways and may promulgate reasonable rules regulating such parking to ensure that such privilege is not abused.

The remainder of Section 2 shall remain unchanged.

2. By deleting Section 17, in its entirety, and substituting in its place the following:

Section 17 Utility Lines. No overhead utility lines, including lines for cable

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DB 09385 PG 475

television, shall be permitted within the residential portions of the Properties, except for temporary lines as required during construction and high voltage lines as required by laws or for safety purposes.

Except as provided for herein, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this 21st day of December, 1994.

DECLARANT: Trees Development Company, a Pennsylvania general partnership

BY:

David J. Colten
David J. Colten, President

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

TO WIT:

I, Kathryn E. Williams, a notary public in and for the State and County aforesaid, do certify that David J. Colten, whose name as President of Trees Development Company, a Pennsylvania general partnership, is signed to the writing above, bearing date on the 21st day of December, 1994, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 21st day of December 1994

My term of office expires on Aug. 12, 1996.

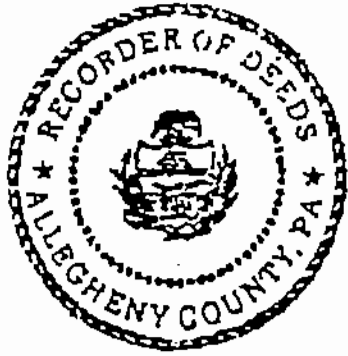
Kathryn E. Williams

NOTARY PUBLIC



Notarial Seal
Kathryn E. Williams, Notary Public
McCandless Two, Allegheny County
My Commission Expires Aug. 12, 1996
Member, Pennsylvania Association of Notaries

~~8K2102 721021~~



I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania

Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS



I hereby certify that this document is recorded in the Recorder's Office of Butler County, Pennsylvania

Michelle M. Mustello

Michelle M. Mustello - Recorder of Deeds

JUN 17 95 005256

FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRESDALE

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21
OK

MAIL TO:
TREES DEVELOPMENT COMPANY
FOUR TRESDALE COMMONS
GIBSONIA, PA 15044

JUN 17 11 21 AM '95

ALLEGHENY COUNTY, PA

020031

Michelle M. Mustello
Recorder of Deeds
Butler County, PA

JUN DEC 23 AM 10:52

BUTLER COUNTY, PA.
FEE \$15.00 *Spate*

ALLEGHENY, PA

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SIXTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREESDALE

THIS AMENDMENT is made this 8th day of July, 1996.

WITNESSETH

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania, land records; and

WHEREAS, pursuant to Article XVII, Section 2(a) of the Declaration, Declarant may unilaterally amend said instrument for any purpose until termination of the Class "B" membership;

WHEREAS, the Class "B" membership has not been terminated.

NOW THEREFORE, Article XII of the Declaration is amended as follows:

1. Section 36 is added to Article XII of the Declaration as follows:

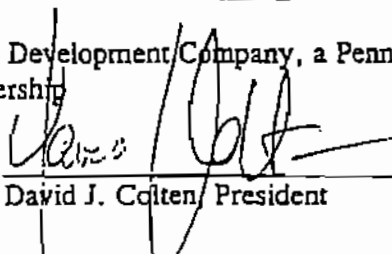
Section 36. Garages

In Treesdale Four Lakes Neighborhood Phase I Plan, of record in Butler County Recorder of Deeds in Plan Book Volume 193, Pages 37 - 43 it is hereby declared that no attached garages (i.e., those level with the first floor of a house) shall be erected or constructed on Lots 2-18 and Lots 21 and 22 in such Plan. All homes erected on Lots 2-18 and Lots 21 and 22 in Treesdale Four Lakes Neighborhood Phase I Plan must have integral garages (i.e., garages level with the basement of the home). Homesites 25-44 in Treesdale Four Lakes Neighborhood Phase I Plan are designed for attached garages.

Except as provided for herein, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions for Treesdale to be executed this 8th day of July, 1996.

DECLARANT: Trees Development Company, a Pennsylvania general partnership

BY: 
David J. Colten, President

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

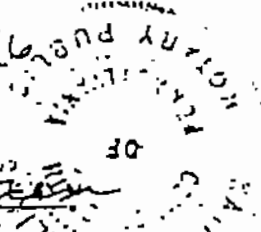
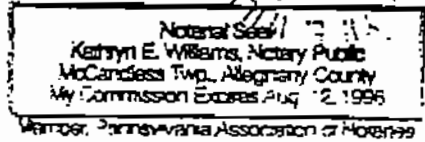
TO WIT:

I, Kathryn E. Williams, a notary public in and for the State and County aforesaid, do certify that David J. Colten, whose name as President of Trees Development Company, a Pennsylvania general partnership, is signed to the writing above, bearing date on the 04 day of July, 1996 has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 04 day of July, 1996

My term of office expires on Aug 12, 1996

Kathryn E. Williams
NOTARY PUBLIC



015936

Michele M. Mustella
RECORDER OF DEEDS

96 JUL -9 PM 2:27

BUTLER COUNTY, PA.

FEE \$ 15.58

Long



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustella
Michele M. Mustella - Recorder of Deeds

Mail
Trees Dev. Co.
5 Treadale Commons
Gibsonia, Pa. 15044

SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TREESDALE

THIS AMENDMENT (this "Amendment") is made this 10th day of November, 1999.

WITNESSETH:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article XVIII, Section 2(a) of the Declaration, Declarant may unilaterally amend the Declaration for any purpose until termination of the Class "B" membership; and

WHEREAS, the Class "B" membership has not been terminated; and

WHEREAS, pursuant to Article III, Section 3(b) of the Declaration, Declarant was to establish "Voting Groups" (as that term is defined in the Declaration) for purposes of election of directors to the "Board" (as that term is defined in the Declaration); and

WHEREAS, by this Amendment Declarant wishes to establish the Voting Groups and amend the Declaration as hereinafter set forth.

NOW, THEREFORE, Article III of the Declaration is amended as follows:

1. Declaration. By deleting Section 3(b) in its entirety, and substituting in its place the following:

- (b) Voting Groups. Beginning on the date of termination of the Class "B" Control Period, there shall be established five (5) separate voting groups, each entitled to elect a director or directors as specified in the following table:

Voting Group	Voting Members for the following specified Units	Number of Directors
A	<p>Old Orchard Lots 12-79 Butler Co. - Treesdale Old Orchard Neighborhood Rev. No. 1, Vol. 154, pages 17-27 Old Orchard Lots 80R-82R Butler Co. - Treesdale Old Orchard Neighborhood Rev. No. 2, Vol. 165, page 36</p> <p>Four Lakes Phase 4 Lots 401-418 Four Lakes Phase 5 Lots 510-512 Butler Co. - Treesdale Four Lakes Phase 3, 4 & 5, Vol. 210, pages 5-13</p> <p>Four Lakes Phase 7 Lots 701-717 Butler Co. - Treesdale Four Lakes Phase 7, Vol. 227, pages 28-30</p>	1
B	<p>Four Lakes Phase 1 Lots 1-44 Butler Co. - Treesdale Four Lakes Phase I, Vol. 193, pages 37-43</p> <p>Four Lakes Phase 2 Lots 201-215 Butler Co. - Treesdale Four Lakes Phase II, Vol. 204, pages 4-9</p> <p>Four Lakes Phase 3 Lots 301-337 Butler Co. - Treesdale Four Lakes Phase 3, 4 & 5, Vol. 210, pages 5-13</p> <p>Four Lakes Phase 5 Lots 501-509 Butler Co. - Treesdale Four Lakes Phase 3, 4 & 5, Vol. 210, pages 5-13</p> <p>Four Lakes Phase 6 Lots 601-627 and Parcel 6-B Butler Co. - Treesdale Four Lakes Phase 6, Vol. 219, pages 11-14</p> <p>Four Lakes Phase 8 Lots 801-852 Butler Co. - Treesdale Four Lakes Phase 8, Vol. 227, pages 31-34</p> <p>Oak Park Lots 1-51 Allegheny Co. - Treesdale Oak Park Plan, Vol. 188, pages 176-181</p> <p>Fairways Lots 301-316 Allegheny Co. - Treesdale Fairways Plan, Vol. 184, pages 83-86</p> <p>East Ridge Lots 317-342 Allegheny Co. - Treesdale East Ridge Plan, Vol. 184, pages 79-82</p>	1

Voting Group	Voting Members for the following specified Units	Number of Directors
	<p><u>Voting Group B Cont.:</u></p> <p>West Grove Lots 1R-111 Excluding 101-105 and 32R-36R Allegheny Co. - Treesdale West Grove Neighborhood Revision No. 1, Vol. 175, pages 5-14</p> <p>West Grove Lots 101-105 Allegheny Co. - Treesdale West Grove Neighborhood, Vol. 173, pages 104-119</p> <p>West Grove Lots 32R-36R Allegheny Co. - Treesdale West Grove Neighborhood Revision No. 2, Vol. 179, pages 159-160</p> <p>Old Orchard Lots 1-11 Butler Co. - Treesdale Old Orchard Neighborhood Rev. No. 1, Vol. 154, pages 17-27</p>	
C	<p>Northfields Lots 1-51 Butler Co. - Treesdale Northfields Neighborhood, Vol. 195, pages 30-32</p> <p>Audubon Hills Lots 1-38 Butler Co. - Treesdale Audubon Hills, Vol. 182, pages 9-11</p> <p>Audubon Hills Lots 39-84 Butler Co. - Treesdale Audubon Hills Phases III & IV, Vol. 186, pages 46-48</p> <p>South Lake Lots 101-134 Allegheny Co. - Treesdale South Lake, Vol. 180, pages 121-126</p> <p>The Meadows Lots 201-229 Allegheny Co. - Treesdale South Lake II, Vol. 188, pages 170-175</p> <p>The Meadows Lots 301-320 Allegheny Co. - The Meadows Neighborhood Phase II, Vol. 217, pages 147-150</p>	1
D	<p>Appleridge Units 101-104, 201-204, 301-304, 401-404, 501-504, 601-604, 701-704, 801-804, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1304, 1401-1404, 1501-1504 Butler Co. - Parcel 5-R Revision No. 2 as shown on the Treesdale Old Orchard Revision No. 4, Vol. 195, pages 47-48</p> <p>The Links Units 1-28 Allegheny Co. - Links Plan, Vol., 176, pages 81-84</p>	1
E	All Voting Members acting for the community at large.	3

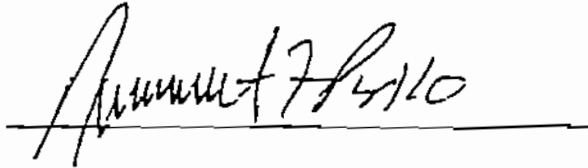
Notwithstanding anything in this Declaration to the contrary, including but not limited to any provision pertaining to limitations on Declarant's rights after termination of the Class "B" Control Period, so long as Declarant still owns property described in Exhibits "A" or "B" for development as part of the Properties, it shall have the sole, unilateral and exclusive right to designate the Voting Group to which Units created after the date hereof are to be assigned. Declarant shall make such designations within one (1) year after the date of recording of the subdivision plat or condominium plat creating the Unit by filing with the Association and in the public

records of Allegheny County and/or Butler County a Supplemental Declaration designating the Voting Group to which the Units so created are to be assigned. If no such designation is made then such subsequently created Unit shall be assigned to Voting Group E.

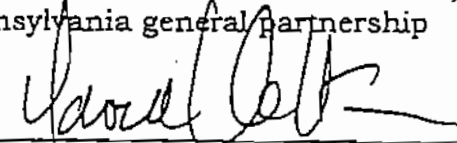
2. By-Laws. Article III, Section 6 of the By-Laws is amended to conform to this Amendment.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed this 10th day of November, 1999.

WITNESS:



TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership

By: 

David J. Colten, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 10 day of November, A.D., 1999, before me, a Notary Public, the undersigned officer, personally appeared DAVID J. COLTEN, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:

Notary Seal
Kathryn E. Williams, Notary Public
Adams Twp., Butler County
My Commission Expires Aug 12 2000
Member Pennsylvania Association of Notaries



Mail to:
TREES DEVELOPMENT CO.
FIVE TREESDALE COMMONS
GIBSONIA, PA 15044



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michael M. Musella
Michael M. Musella - Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 20 day of December, A.D., 1999, before me, a Notary Public, the undersigned officer, personally appeared DAVID J. COLTEN, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Kathryn E. Williams, Notary Public
Adams Twp., Butler County
My Commission Expires Aug. 12, 2000
Member, Pennsylvania Association of Notaries



mail to: Trees Development Co.
Five Treesdale Commons
Gibsonia, Pa 15044

Instr: 199912200035316 12/20/1999
 Pages: 3 Fee: \$17.50 10:34AM
 Michele Mustello T19990004379
 Butler County Recorder MLTREES 0E

**DECLARATION OF TERMINATION OF
 CLASS "B" CONTROL PERIOD**

THIS DECLARATION OF TERMINATION OF CLASS "B" CONTROL PERIOD (this "Declaration of Termination") is made this 20th day of December, 1999.

WITNESSETH:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and Adams Twp.

WHEREAS, Declarant is the Class "B" Member under the Declaration; and

WHEREAS, Declarant wishes to terminate the Class "B" membership; and

WHEREAS, pursuant to Article III, Section 2(b) of the Declaration, Declarant may by recorded instrument terminate the Class "B" membership; and

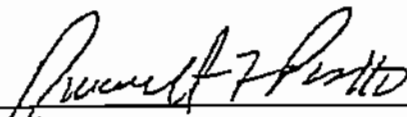
WHEREAS, by this Declaration of Termination, Declarant wishes to terminate the Class "B" membership.

NOW, THEREFORE, with the intent to be legally bound hereby, Declarant, for itself, its successors and assigns hereby declares, warrants, covenants and agrees that from and after the date of recording this Declaration of Termination the Class "B" Member is terminated and of no further force and effect so that from and after the date of recording this Declaration of Termination (i) Declarant shall be a Class "A" Member under the Declaration and (ii) the Class B Control Period (as that phrase is defined in the Declaration) is terminated.

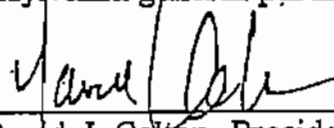
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 7th day of DECEMBER, 1999.

WITNESS:

TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership



By:



David J. Cohen, President

**This Declaration of Termination of Class "B" Control Period has
also been recorded in the Allegheny County Recorded of Deeds**

Office on December 20, 1999.



Instr: 200005260011876 05/25/2000
 Pages: 3 F: \$19.50 11:32AM
 Michele Mustalio T20000012419
 Butler County Recorder MLTREES DE

**EIGHTH AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR TREESDALE**

THIS AMENDMENT (this "Amendment") is made this 15th day of May, 2000.

WITNESSETH:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article III, Section 3(b) of the Declaration, Declarant was to establish "Voting Groups" (as that term is defined in the Declaration) for purposes of election of directors to the "Board" (as that term is defined in the Declaration); and

WHEREAS, by Amendment dated November 10, 1999 (the "Voting Group Amendment") and recorded in Deed Book Volume 10632, Page 409 of the Allegheny County land records and Instrument No. 199911120032044 of the Butler County land records, Declarant established the Voting Groups and reserved to itself the right to thereafter designate the Voting Groups to which "Units" (as that term is defined in the Declaration) created after November 10, 1999 would belong; and

WHEREAS, by this Amendment, Declarant wishes to assign the following described Units to the below designated Voting Groups.

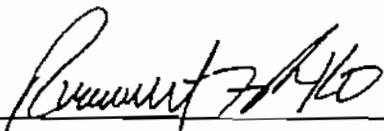
NOW, THEREFORE, pursuant to the Voting Group Amendment, Declarant hereby declares that the Voting Group Table set forth in the Voting Group Amendment is amended by adding to the below designated Voting Groups the Voting Members for the below specified Units:

Voting Group	Voting Members for the following specified Units
✓ C	The Meadows Lots 401 - 425 Allegheny County - The Meadows Phase III, Volume 219, pages 52-55
B	Four Lakes Phase 9 Lots 901-908 Butler County- Treesdale Four Lakes Phase 9, Volume 227, pages 26-27 <i>Adams Township</i>
D	The Landings Units 101 - 317 (Lots 13-28) Allegheny County - The Landings at Treesdale, Volume 219, pages 87-92.

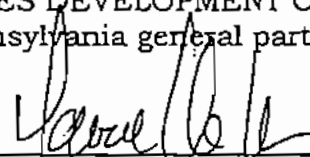
The "Number of Directors" to be elected by each Voting Group shall remain as set forth in the Voting Group Amendment. All capitalized terms used herein and not otherwise defined shall have the meaning given those terms in the Declaration. This Amendment shall run with the land.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed this 16th day of May, 2000.

WITNESS:



TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership

By: 

David J. Colten, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 16 day of May, A.D., 2000, before me, a Notary Public, the undersigned officer, personally appeared DAVID J. COLTEN, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Kathryn E. Williams, Notary Public
Adams Twp., Butler County
My Commission Expires Aug. 12, 2000
Member, Pennsylvania Association of Notaries



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michelle M. Mastain
Michelle M. Mastain - Recorder of Deeds

mail to:

Trees Development Co.
Five Treesdale Commons
Gibbsmia, PA 15044



Instr: 200103210006087 03/21/2001
 Pages: 3 F: \$17.50 11:29AM
 Michele Mustello T20010007310
 Butler County Recorder MLTREES DE

**NINTH AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR TREESDALE**

THIS AMENDMENT (this "Amendment") is made this 15th day of March, 2001.

WITNESSETH:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article III, Section 3(b) of the Declaration, Declarant was to establish "Voting Groups" (as that term is defined in the Declaration) for purposes of election of directors to the "Board" (as that term is defined in the Declaration); and

WHEREAS, by Amendment dated November 10, 1999 (the "Voting Group Amendment") and recorded in Deed Book Volume 10632, Page 409 of the Allegheny County land records and Instrument No. 199911120032044 of the Butler County land records, Declarant established the Voting Groups and reserved to itself the right to thereafter designate the Voting Groups to which "Units" (as that term is defined in the Declaration) created after November 10, 1999 would belong; and

WHEREAS, by this Amendment, Declarant wishes to assign the following described Units to the below designated Voting Groups.

NOW, THEREFORE, pursuant to the Voting Group Amendment, Declarant hereby declares that the Voting Group Table set forth in the Voting Group Amendment is amended by adding to the below designated Voting Groups the Voting Members for the below specified Units:

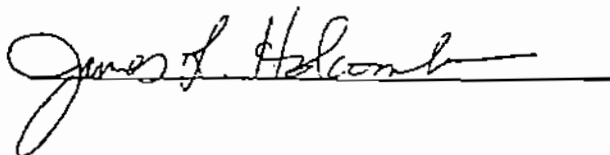
Voting Group	Voting Members for the following specified Units
B	Four Lakes Phase 10 Lots 1016 - 1048 Four Lakes Phase 10 Lots 1001 - 1005 Butler County - Treesdale Four Lakes Neighborhood Phase 10, Volume 233, Pages 18-21 Adams Township
B	Four Lakes Phase 10 Lots 1031R and 1032R Butler County - Treesdale Four Lakes Neighborhood Phase 10 Revision No. 1, Volume 240, Page 18 Adams Township
A	Eagle Point Phase II Lots 201 - 219 Allegheny County - Treesdale Eagle Point Neighborhood Phase II, Volume 224, Pages 22-27 Pine Township
B	Eagle Point Phase I Lots 101 - 109 Allegheny County - Treesdale Eagle Point Neighborhood Phase I, Volume 224, Pages 16-21 Pine Township

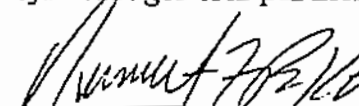
The "Number of Directors" to be elected by each Voting Group shall remain as set forth in the Voting Group Amendment. All capitalized terms used herein and not otherwise defined shall have the meaning given those terms in the Declaration. This Amendment shall run with the land.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed this 15th day of March, 2001.

WITNESS:

TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership



By: 
 Robert F. Pasko, Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 15 day of March, A.D., 2001, before me, a Notary Public, the undersigned officer, personally appeared ROBERT F. PASKO, who acknowledged himself to be the Vice President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Kathryn E. Williams, Notary Public
Adams Twp., Butler County
My Commission Expires Aug. 12, 2004

Member, Pennsylvania Association of Notaries



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

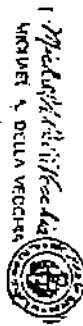
Michele M. Mustello
Michele M. Mustello - Recorder of Deeds

mail to: Trees Development Co.
Five Treesdale Commons
Gibsonia, Pa 15044

MAR 30 01 04 37 10

DEPARTMENT OF REVENUE
ALLEGHENY COUNTY PA
MICHAEL A. DELLA VECCHIA

2001 MAR 30 PM 3:56



TO: Treessdale Community Assoc.

From: Treess Dale Co.

7

9th Amendment

To Declaration of
CCR's For Merodale

MAIL:

TREES DALE P. CO.

FIVE TREESDALE COMMONS

GIRSDONIA, PA 15044

D
A
CS 899

DEED REGISTRY
01 APR -5 PM 2:26
COUNTY OF ALLEGHENY



Instr: 200205200017450 05/20/2002
Pages: 4 F: \$17.50 2: 10PM
Michele Mustello T20020016593
Butler County Recorder MLROBERT P

CERTIFY THIS DOCUMENT RECORDED ALLEGHENY COUNTY, PA.

TENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREESDALE

2002 FEB 26 PM 12:35

2002.

THIS AMENDMENT (this "Amendment") is made this

20th day of FEBRUARY 2002

WITNESSETH:

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article XVII, Section 2(b) of the Declaration, Declarant may amend the Declaration for any purpose so long as such amendment has no material adverse effect upon the right of any Owner (as that term is defined in the Declaration); and

WHEREAS, the Board of Directors of the Association (as those terms are defined in the Declaration) has requested that Declarant amend the Declaration as set forth below.

NOW, THEREFORE, Article XI of the Declaration is amended as follows:

1. Section 2(b) of Article XI of the Declaration is deleted in its entirety and the following is substituted in its place:

(b) Modification Committee. The Board of Directors may establish a Modification Committee ("MC") to consist of at least three (3) and not more than five (5) persons, plus an alternate voting member ("Alternate"), all of whom shall be appointed by, and shall serve at the discretion of the Board of Directors. The Alternate shall act in place of a regular member of the MC in those cases where a regular member is absent or is otherwise unable to consider or act upon a particular matter pending before the MC. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the open space, if any,

appurtenant thereto. Provided, however, the MC may delegate its authority as to a particular Neighborhood to the appropriate board or committee of the Neighborhood Association, if any, subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. Notwithstanding the above, the NCC shall have the right to veto any action taken by the MC which the NCC determines in its sole discretion, to be inconsistent with the guidelines promulgated by the NCC.

2. The Association consents to this Amendment as evidenced by the signature of the President of the Board below.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed this 9th day of FEBRUARY, 2002.

WITNESS:

[Signature]

TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership

By: [Signature]
David J. Colten, President

CONSENTED TO:

WITNESS:

[Signature]

TREEDALE COMMUNITY ASSOCIATION, INC.

By: [Signature]
Name: RANDY MALKAY
Title: PRESIDENT

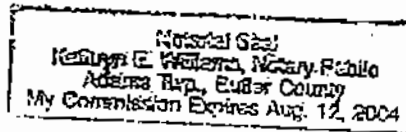
STATE OF Pennsylvania)
) SS:
COUNTY OF Butler)

On this 8th day of FEBRUARY, A.D., 2002, before me, a Notary Public, the undersigned officer, personally appeared DAVID J. COLTEN, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:



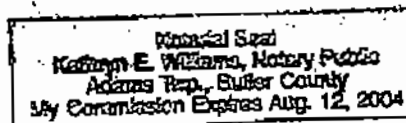
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler)

On this 8th day of FEBRUARY, A.D., 2002, before me, a Notary Public, the undersigned officer, personally appeared RANDY MARKEY, who acknowledged himself to be the President of TREESDALE COMMUNITY ASSOCIATION, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn E. Williams
Notary Public

MY COMMISSION EXPIRES:



DEED REGISTRY
02 MAR - 5 PM 3:21
COUNTY OF
ALLEGHENY

FEB 26 02 04 04 12
Amendment to the

CCRS
OF

Robesville Comm Assoc

Mailed:

ROBERT RASKO

COMMUNITY MNGT GRP.

P.O. BOX 2055

WARRENDALE, PA 15086

DUPLICATE

Instr: 200407010021679 07/01/2004
Pages: 4 F: \$18.50 12:04PM
Michele Mustello T20040022386
Butler County Recorder MLTREESDAL

ELEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TREESDALE

THIS AMENDMENT (this "Amendment") is made this 15th day of June, 2004.

WITNESSETH:

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions and Restrictions for Treesdale (the "Declaration") in Record Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article III, Section 3(b) of the Declaration, Declarant was to establish "Voting Groups" (as that term is defined in the Declaration) for purposes of election of directors to the "Board" (as that term is defined in the Declaration); and

WHEREAS, by Amendment dated November 10, 1999 (the "Voting Group Amendment") and recorded as Instrument No. 199911120032044 of the Butler County land records, Declarant established the Voting Groups and reserved to itself the right to thereafter designate the Voting Groups to which "Units" (as that term is defined in the Declaration) created after November 10, 1999 would belong; and

WHEREAS, by this Amendment, Declarant wishes to assign the following described Units to the below designated Voting Groups.

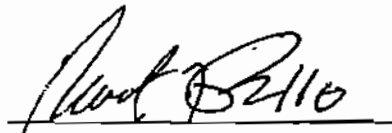
NOW, THEREFORE, pursuant to the Voting Group Amendment, Declarant hereby declares that the Voting Group Table set forth in the Voting Group Amendment is amended by adding to the below designated Voting Groups the Voting Members for the below specified Units:

Voting Group	Voting Members for the following specified Units
D	<p>Applehill Units: 101-104, 201-204 and 301-304 Butler County, Adams Twp. – The Courtyards at Applehill - Condominium, Instrument Number: 200406110019140, Dated: June 11, 2004.</p> <p>Applehill Units: 401-404 and 501-504 Butler County, Adams Twp. – The Courtyards at Applehill - Condominium, Instrument Number: 200308110036013, Dated: August 11, 2003.</p> <p>Applehill Units: 601-604, 701-704 and 801-804 Butler County, Adams Twp. – The Courtyards at Applehill - Condominium, Instrument Number: 200206190021028, Dated: June 19, 2002.</p>
D	<p>Greenview Court Units: 101-104 Butler County, Adams Twp. – Greenview Court Building #1, Instrument number: 200203070008067, Dated: March, 7, 2002</p> <p>Greenview Court Units: 201-206 Butler County, Adams Twp. – Greenview Court Building #2, Instrument number: 200212050041053, Dated: December 5, 2002</p>
D	<p>Northglen Units: 101-106, 201-206 and 301-306 Butler County, Adams Twp. – Northglen Parcel 2 Revised, Instrument number: 200212050041052, Dated: December 5, 2002</p> <p>Northglen Units: 401-405 and 501-506 Butler County, Adams Twp. – Northglen Parcel 2 Revised, Instrument number: 20031104005004, Dated: November 4, 2003</p>

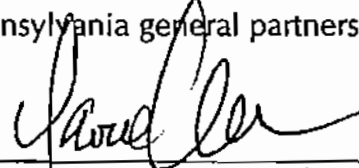
The "Number of Directors" to be elected by each Voting Group shall remain as set forth in the Voting Group Amendment. All capitalized terms used herein and not otherwise defined shall have the meaning given those terms in the Declaration. This Amendment shall run with the land.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration to be executed this 15th day of June, 2004.

WITNESS:



TREES DEVELOPMENT COMPANY, a
Pennsylvania general partnership

By: 

David J. Colten, President

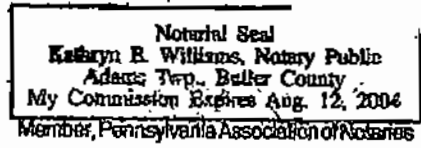
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 15 day of June, A.D., 2004, before me, a Notary Public, the undersigned officer, personally appeared DAVID J. COLTEN, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kathryn C. Williams
Notary Public

MY COMMISSION EXPIRES:





**TWELFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TREESDALE**

THIS AMENDMENT is made this 20 day of September 2008.

WITNESSETH

WHEREAS, on December 10, 1991, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 8620, Page 40, et seq., of the Allegheny County, Pennsylvania, land records; and

WHEREAS, on March 16, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Treesdale (the "Declaration") in Deed Book Volume 1980, Page 251, et seq., of the Butler County, Pennsylvania, land records; and

WHEREAS, the Declaration has been amended from time to time pursuant to Article XVII, Section 2 of the Declaration; and

WHEREAS, the Voting Members of the Treesdale Community Association, Inc. desire to further amend the Declaration.

NOW THEREFORE, Article X of the Declaration is amended as follows:

1. By deleting the second paragraph of Section 1 of Article X in its entirety, and substituting in its place the following:

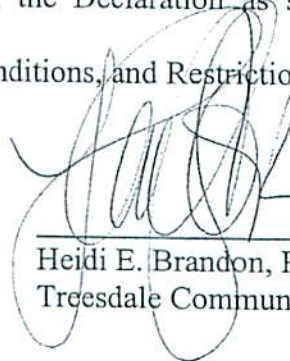
All assessments, together with interest (at a rate not to exceed the highest rate allowed by Pennsylvania law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 7 of this Article. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. In the event of a transfer of title to a Unit, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The remainder of Section 1 of Article X shall remain unchanged.

AFFIDAVIT

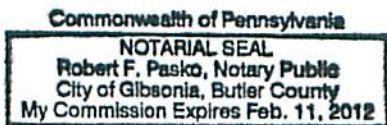
I, Heidi E. Brandon, being duly sworn according to law, deposes and says the following:

1. I am the President of the Treesdale Community Association, Inc.
2. At a special meeting of the Voting Members that took place on September 29, 2008, Voting Members representing at least 67% of Class "A" votes have voted in favor of amending Article X of the Declaration as set forth in the Twelfth Amendment to the Covenants, Conditions, and Restrictions for Treesdale.



Heidi E. Brandon, President
Treesdale Community Association, Inc.

WITNESS my hand and notary seal this 29th day of September 2008.





Notary Public



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania


Michele M. Mustello - Recorder of Deeds



Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2008-30791

Recorded On: October 23, 2008 As-Deed Agreement

Parties: TREESDALE COMMUNITY ASN INC

To TREESDALE COMMUNITY ASN INC

of Pages: 5

Comment: DECL COVENANTS

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement	45.00
Pages > 4	0
Names > 4	0
Total:	45.00

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2008-30791
Receipt Number: 1225583
Recorded Date/Time: October 23, 2008 02:26:14P
Book-Vol/Pg: BK-DE VL-13769 PG-223
User / Station: K Greenwade - Cash Station 25

ROBERT PASKI
C/O CMG
PO BOX 2055
WARRENDALE PA 15086



Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive