

**CC&Rs**  
**Westbrook Homeowners Association**

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, on the date hereinafter set forth, by WESTBROOK JOINT VENTURE, a Pennsylvania Joint Venture, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain property in the Township of Findlay, County of Allegheny, and Commonwealth of Pennsylvania, which is more fully described in Exhibit "A" attached herein and made a part of this Declaration by reference thereto, and proposes to develop said parcel of land; and

WHEREAS, said land is to be developed in phases as a planned unit development called Westbrook, and Declarant proposes to cause said land to be subjected to the covenants, conditions, easements, restrictions, charges, and liens herein provided for the purpose of preserving and enhancing the values of said land and for the benefit and enjoyment of the persons residing thereon; and

WHEREAS, the land to be developed as Phase I is described in Exhibit "B" attached hereto; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has, or will have, incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation, the Westbrook Homeowners' Association, Inc. for the purpose of exercising the aforesaid functions;

NOW THEREFORE, Declarant hereby declares that all of the property described in Exhibit B, 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 and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

SECTION 1. ASSOCIATION shall mean a not-for-profit corporation named "Westbrook Homeowners' Association, Inc." its successors and assigns.

SECTION 2. COMMON DRIVEWAY shall mean any of the driveways which serve more than one Unit (i.e., those leading from the main streets to the driveways of individual Units).

SECTION 3. COMMON EXPENSES shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Area and Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Common Property; (4) expenses declared common by this Declaration or the By-Laws; (5) expenses declared common by the Board; (6) fire hydrant assessments.

SECTION 4. COMMON PROPERTY shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. DECLARATION PLAN shall mean the plan of lots recorded, or to be recorded, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, for Westbrook, and any amendments thereto.

SECTION 6. DEVELOPER shall refer to WESTBROOK JOINT VENTURE, and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from Developer for the purpose of development, construction of units on lots and/or sales of lots. Provided, however, that the rights given to Developer under this Declaration shall not be transferred automatically but must be specifically assigned to a successor or assignee (either in the deed, or by separate instrument,) so that, as between Developer and any purchaser of a Lot or Lots, Developer shall always have the primary right to exercise the development rights granted by this Declaration.

SECTION 7. LIMITED COMMON EXPENSES shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Limited Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Limited Common Property; (4) expenses declared limited common expenses by this Declaration or the By-Laws; (5) expenses declared limited common expenses by the Board.

SECTION 8. LIMITED COMMON PROPERTY shall mean any part of the Property which the Association maintains for the benefit and enjoyment of the owners, which shall include, but not be limited to the sidewalks, roofs, gutters, and downspouts.

SECTION 9. LOT shall mean any plot of land shown upon any recorded subdivision map of the Property, specifically excepting the Common Property.

SECTION 10.. MEMBER shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

SECTION 11. OWNER shall mean the record owner, whether one or more persons or entities, of a Lot but excluding those persons having such interest merely as security for the performance of an obligation.

SECTION 12. PROPERTY shall mean that real property described in Exhibit "B", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 13. UNIT shall mean and refer to a building, or any portion of a building as the case may be, situated upon a Lot and designated and intended for use and occupancy as a residence by a single family.

## ARTICLE II PROPERTY RIGHTS

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement shared in common with all other owners in the enjoyment in and to the Common Property, if any, and to the Limited Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, in accordance with the Declaration hereof, to levy annual and special assessments for the maintenance, repair or replacement of improvements in the Common Property, if any, and in the Limited Common Property, (i.e. street lighting costs, snow removal, road and sidewalk reserve, and taxes and insurance imposed on the Association);

(b) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; assessment shall continue during any suspension period;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of repairing or improving the Limited Common Property and the Common Area, if any, and in aid thereof with the assent of three-fourths (3/4) of each class of members to mortgage said Common Area; provided, however, any mortgage of the Common Area shall be subordinate to any mortgage against individual lots;

(e) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure;

(f) if ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to the lot owner's easement;

(g) the right of the Association to mortgage or convey all or any part of the Common Property as may be agreed upon by the Members. No such mortgage or conveyance shall be effective unless an instrument signed by two thirds (2/3) of each class of members agreeing to such mortgage or conveyance has been recorded, however, any mortgage of the Common Property shall be subordinate to any mortgage against the individual lots;

(h) the right of the Declarant during the development and construction of the property to modify and amend the areas designated as Lots or Common Property as may be reasonable and appropriate for engineering or architectural reasons and as dictated by marketing experience.

(i) the right of the Declarant in and to an easement over, upon, under and through all of the Common Property until completion of all development, construction and sales. Said easement shall include but not be restricted to: installation of improvements and/or repair of utilities, walks, roads, driveways and parking areas; storage of top soil and construction materials; grading, seeding and landscaping; parking for construction vehicles, trailers, workmen and open house or promotional activities; use of units for sales models and construction or project sales offices; erection of signs and temporary structures such as sales offices and construction trailers;

(j) the right of the Declarant to grant easements upon, across, over, in and to any part of properties to any public agency authority or utility for ingress, egress, repair, and maintenance of all utilities, including, but not limited to television cable service, security and similar systems, water, sewer, gas, telephone and electricity; upon termination of Class B membership, this power shall pass to the Board of Directors of the Association.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common

Area to the members of his family, his tenants, or contract purchasers who reside on the property.

**SECTION 3. TITLE TO COMMON PROPERTY.** Title to the Common Property shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements and conditions as the same may be and appear in prior instruments of record, including those set forth in this Declaration, except real property taxes, which taxes shall be prorated to the date of conveyance.

**SECTION 4. SIDEWALKS AND COMMON DRIVEWAYS.** Each Owner is hereby granted an access easement for ingress, egress and regress over and across all sidewalks and Common Driveways on the Property, whether located on Common Property, if any, or on a Lot along the main road.

**SECTION 5. EASEMENTS FOR ACCESS TO UNDEVELOPED ADDITIONAL REAL ESTATE.** Developer hereby reserves an easement over and through the Common Property for the benefit of the Developer, its successors and assigns for use and for ingress, egress and regress, all easements to run with the land.

**SECTION 6. JOINT MAINTENANCE AGREEMENT.** In the event the Developer develops any part of the land described in Exhibit "A" as a separate development or retains ownership for rental or other purpose, the Association is hereby expressly granted the power and authority to enter into joint maintenance and/or management agreements with such other entities, or the Developer, as may be required for the most efficient operation of the Property.

**SECTION 7. USE OF NAME.** The Developer hereby reserves the right to call all of the land described in Exhibit "A" by the name "Westbrook", or any variation thereof, even if not part of the planned unit development under this Declaration.

**SECTION 8. DEVELOPER'S RIGHTS.** The rights given to Developer under this Declaration shall inure to the benefit of Developer, its successors and any assignee who takes title to all or part of the Property for the purpose of development, construction and sales.

**SECTION 9. UTILITY CONNECTIONS.** Developer shall have the right, as often as it deems necessary, to connect utility lines, pipes and cables, including, but not limited to, water, gas, sewer, electricity, telephone and cable television, from the other parts of the land described in Exhibit "A" not made subject to this Declaration to those similar pipes, cables or lines which may be on the land which has been subjected to this Declaration in order to furnish utility services to the remainder of the land described in Exhibit "A" or to any adjacent land owned or controlled by

Developer. Any such connection shall be without charge or consideration paid to the Association or any Lot Owner. Charges for service shall be made directly to the utility providing such service by those using the service. This right shall also extend to any private streets located on the Property (if any). If private streets are utilized by Developer, or residents on other property, the users of such streets shall contribute toward the maintenance, repair and replacement of the private streets, including snow removal, pro-rata with the residents of this part of the land based on the number of dwelling units involved, whether single family or multi-family (i.e. each townhome would count as one unit).

SECTION 10. UTILITY RIGHTS-OF-WAY. Owner shall not obstruct or interfere with the existing utility rights of way which are shown on the Plan.

SECTION 11. MORTGAGE OR CONVEYANCE OF COMMON PROPERTY. The Common Property, if any, cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot Owners (excluding the Developer).

SECTION 12. EASEMENT FOR ACCESS TO RECREATION PARCEL. Developer hereby grants to each Unit Owner and to the Association the right of ingress and egress for people and equipment to the recreation parcel over and across the easements shown on the Plan. These easement areas shall be maintained by the Association.

SECTION 13. RULES AND REGULATIONS. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board, or, in a regular or special meeting, by the vote of the majority of the members, including the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected as provided in the Declaration. Such fines shall be deemed to be liquidated damages and their assessment and collections is hereby consented to by each unit owner, and all persons claiming title through them. Monetary fines or sanctions, assessments or collections, imposed by the Board are not pursuant to any grant of authority conferred by the municipality.

SECTION 14. EASEMENT FOR ACCESS TO UNDEVELOPED ADDITIONAL REAL ESTATE. Declarant hereby reserves an easement over and

through the Common Property for the benefit of Declarant, its successors and assigns.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**SECTION 1.** Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**SECTION 2.** The Association shall have two classes of voting membership:

**CLASS A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**CLASS B.** The Class B member(s) shall be the Declarant, and any successor or assign who takes title for the purpose of development and sale, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) five (5) years after the first Lot is conveyed; or
- (c) when in its discretion the Declarant so determines.

From and after the happening of the first of these events the Class B members shall be deemed to be Class A members entitled to one vote for each Lot owned as set forth in the preceding paragraph.

**SECTION 3.** As long as there is a Class B membership, the following action will require the prior approval of the FHA/VA: Annexation of additional properties, dedications of a common area, and amendment to this Declaration of Covenants, Conditions, and Restrictions.

**ARTICLE IV  
COVENANTS FOR MAINTENANCE AND ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.** The Declarant, for each Lot owned by it within the property, hereby covenants, and each owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in

such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be fixed, established and collected as hereinafter provided; and (3) specific assessments against particular units for fines or other charges. The said assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Property and Common Areas, the payment of common area taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. With respect to buildings containing more than one Unit, assessments may be used for exterior maintenance and repair and for upkeep, repair, maintenance, improvement or replacement of all facilities used in common by more than one unit. All owners shall be liable for the following assessments: annual assessments, special assessments and specific assessments.

SECTION 3. ANNUAL ASSESSMENTS.

(a) The Annual Assessments shall be established annually by the Board of Directors and shall commence on the first day of the month following conveyance of the Lot or Unit from the Declarant to the Owner. Assessment shall be collected and paid monthly, quarterly or annually as determined by the Board of Directors. The Declarant shall be assessed only one-fourth (1/4) of the assessment for any completed Units remaining in its ownership after completion until such Unit is either sold or occupied. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount. Any amount accumulated in excess of the amounts required for actual expenses and reserves shall be credited to each owner according to the number of months the owner was assessed in that year and shall be applied to their next installations, until exhausted. Any net shortage shall be added, using the same formula, to the installments due in the succeeding six (6) months.

(b) It shall be the duty of the Board at least thirty (30) days prior to the Associations' annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be mailed by United States Mail, first class postage

prepaid, or otherwise delivered to each member at least thirty (30) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by vote of at least fifty-one (51%) percent of each class of the total Association membership, including Class B members.

(c) The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

(d) In the Event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Owner shall continue to pay the monthly charges at the then-existing monthly rate established for the previous period until the same shall be determined.

(e) The annual assessment may not thereafter be increased more than 15% above the maximum assessment for the previous year without a vote of the majority of the membership present in person or by proxy at the annual association meeting. Increases up to that amount may be made by the Board of Directors without the consent of the membership. In addition, the Board may impose charges for the use of the community recreational facilities over and above the regular annual assessment.

(f) No action shall be taken by the Board or the Association which will limit the rights of the members to the use of the Common Property, or cause an increased assessment, without the affirmative vote of a majority of each class of members.

SECTION 4. LIMITED TOWNHOME LOT EXPENSES. Townhome Owners shall pay the cost of maintenance and replacement of common driveways and sidewalks, (including snow removal), roofs gutters and downspouts.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6. SPECIFIC ASSESSMENTS. In addition to the foregoing, the Board may levy specific assessments against individual Lots where there is a particular charge attributable only to that Lot or a fine has been imposed as provided

hereinafter. Such assessment shall be made at a regular meeting of the Board of which the Owner involved has had thirty (30) days' notice to appear.

**SECTION 7. BUDGET.** All Lots shall share the following expenses pro-rata: repair, replacement and maintenance of roofs, gutters, downspouts, snow removal, sidewalks, and streets not taken over by the township; repair, replacement and maintenance of recreational areas and facilities, if any; street lights; entry islands; entry, directional and informational signs, insurance; taxes; operating expenses, such as electricity, water etc., relation to any of the foregoing; and similar expenses which may not have been listed.

It shall be the duty of the Board at least thirty (30) days prior to the end of the Association's accounting year to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be mailed by United States Mail, first class postage, or otherwise delivered to each member at least thirty (30) days prior to the new effective date of the increase. The new budget and the new assessment shall become effective unless disapproved by vote of at least fifty-one (51%) percent of each class of the total Association membership, including Class B members.

In the event the Board is delayed in preparing a new budget, the Owners shall continue to pay the Annual Assessment at the rate established for the previous period until the new rate shall be determined.

No action shall be taken by the Board or the Association which will limit the rights of the members to the use of the Common Property, if any, or cause an increased assessment, without the affirmative vote of a majority of each class of members.

**SECTION 8. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 5, 6 AND 7.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first of any such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, but in no event shall a quorum be less than one-tenth of the votes entitled to be cast by all of the members.

SECTION 9. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate, except as provided in this Declaration, for all Lots and may be collected on a monthly basis.

SECTION 10. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand by any person with a legitimate interest, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

SECTION 11. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner, personally obligated to pay the same, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of suit, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee, together with the costs of suit. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. Notice of the delinquency shall be sent to both the owner and the mortgagee if known prior to the initiation of legal proceedings.

SECTION 12. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments for obligations which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 13. EXEMPT PROPERTY. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the State of Pennsylvania shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 14. RESERVE FOR REPLACEMENT. The Association shall establish and maintain a reserve fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Areas as the Board deems appropriate. The amount shall be collected by assessment of the lot owners benefited thereby and shall be deemed a common expense. The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement of Common Property or community facilities and for operating contingencies of a non-recurring nature. The proportionate interest of each Owner shall be considered appurtenant to his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot and shall be deemed to be transferred with such Lot.

SECTION 15. WORKING CAPITAL FUND. The Association shall establish and maintain a working capital fund for the initial months of the project operation equal to at least two months' estimated common area charge for each lot. The Declarant shall collect two months' estimated common area charge at the time of closing and transfer this to the Association within (60) days after the closing. This sum is in addition to and not an advance of regular monthly payments.

SECTION 16. CERTIFICATES. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating the status of assessments on any Lot or Unit. A properly executed certificate shall be binding upon the Association as of the date of issue.

SECTION 17. DISPUTES. In the event of a dispute between Owners with respect to the allocation of the various limited expenses among units or buildings, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

#### ARTICLE V INSURANCE

SECTION 1. OWNER'S COVERAGE. Each Owner shall keep his Unit insured against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance, under policies issued by a company or companies approved by the Board of Directors and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear, such rights to be evidenced by the standard cause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. Further, the

Association shall have the right to require the Owner of any Lot, Unit or other structure damaged or destroyed by fire or other peril to rebuild, reconstruct, repair, rehabilitate, and/or refurbish the Unit or structure situate upon the lot in a manner comparable to its prior condition within a reasonable time after such damage or destruction.

SECTION 2. ASSOCIATION COVERAGE. The Board, or such other person as the Board may appoint as insurance trustee, shall obtain and maintain to the extent obtainable, without prejudice to the right of each Owner to insure his own Unit for his own benefit, the following insurance policies:

(1) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

A. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

B. Such other risks as shall customarily be covered with respect to projects similar in constructions, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;

C. Public liability insurance in such amounts as the Board may from time to time determine is necessary. Said insurance shall cover each member of the Board, its officers and the managing agent or manager, as well as each Owner from liability in connection with the Common Property or facilities or any decision or work performed in connection therewith;

D. Workmen's Compensation insurance to the extent necessary to comply with any applicable law;

E. Such other policies of insurance, including officers and directors liability insurance and fidelity bonds as are or shall hereafter be considered appropriate by the Board.

(2) The premiums for the insurance coverage shall be a common expense levied by the Board against the Owners.

(3) The Board, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.

(4) Each Owner shall be responsible for obtaining insurance on his or her Unit, the additions and improvements thereto, on all personal property wherever situated and personal liability.

ARTICLE VI  
ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL CONTROL. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this paragraph shall be construed to permit any review of architectural and building decisions made by the developer with respect to any Lot or Living Unit before its initial sale.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE. After completion of any new construction by the Developer, no building addition, deck, fence, wall or other structure, addition or alteration of any nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the written plans and specifications showing the nature, kind, shape, color, size, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. The Board may appoint an Architectural Review Committee to make recommendations to the Board. In the event the Board fails to approve or disapprove such design and location within sixty (60) days after said Plans and specifications have been submitted to it, approval shall not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to new dwelling Units, or unsold Units still owned by the Developer. Nothing contained herein shall limit the right of an Owner to remodel or paint the interior of his Unit.

ARTICLE VII  
MAINTENANCE

SECTION 1. COMMON AREAS. The Association shall be responsible for the care and maintenance of the Common Areas.

SECTION 2. INDIVIDUAL LOTS. Except as otherwise expressly provided herein, the Owner of each Lot shall be responsible for the

care, maintenance and repair of his Lot, the premises and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot or premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by three-fourths (3/4) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon thirty (30) days written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject.

#### ARTICLE VIII PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless the party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If any party wall is destroyed or damaged by fire or other casualty, any Owner who has use the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this

Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**SECTION 6. ARBITRATION.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

**ARTICLE IX  
SEPARATE MORTGAGES, TAXES, UTILITY CHARGES**

**SECTION 1. MORTGAGES.** Each Owner shall have the right to mortgage or encumber his own respective Lot or Unit. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Property.

**SECTION 2. TAXES.** Taxes on the Common Property shall be treated as part of the Common Expenses.

**SECTION 3. UTILITIES.** Each Owner shall pay for his own telephone, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

**SECTION 4. FINANCIAL STATEMENTS.** Any holder, insurer or guarantor of a first mortgage shall be entitled upon written request, to a financial statement for the immediate preceding year, if one is available, or to have a statement prepared at their expense if one is not otherwise available.

**ARTICLE X  
UTILITY SERVICE CONNECTIONS**

The rights and duties of the Owners of Lots or Units within the Property with respect to utility service connections, including sanitary and storm sewer, water, electric and telephone lines and related facilities, shall be governed by the following:

(a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot or Unit owned by other than the Owner of a Lot or Unit served by the connections, or in or upon the Common Property, the Owner of any Lot or Unit served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots or Common Property in or upon which the connections, or any portion thereof, lie in order to repair,

replace and generally maintain said connections to the full extent necessary for such purposes.

(b) Whenever utility service connections serve more than one Lot or Unit, the Owner of each Lot or Unit served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot or Unit and shall have the same license and right as are provided immediately hereinabove with respect to portions lying in or upon Lots owned by other Owners.

(c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

(d) Storm water drainage systems and sanitary sewage systems shall be maintained by the Association as a common expense unless such system are dedicated to and accepted by a public authority.

#### ARTICLE XI ENCROACHMENTS

Each Lot is hereby declared to have an easement over all adjoining Lots for the purpose of ingress, egress and regress to and from the living quarters erected on said lot, and for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage or rainwater from roofs or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners. In the event a Unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot and Unit agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

#### ARTICLE XII USE RESTRICTIONS - GENERAL REGULATIONS

SECTION 1. USE RESTRICTIONS. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

(a) Unit Restrictions. No Lot or Unit may be divided or subdivided into a smaller unit, nor may any portion of any Lot or Unit be added to or incorporated into another Lot or Unit, nor any portion less than all thereof sold or otherwise transferred. Notwithstanding anything contained herein, the Developer has the right to use any Lots or Units owned by it for models and for sales offices and administrative offices.

(b) Use of Common Property. The Common Property and facilities may be used by all Unit Owners and/or residents, their families, tenants, guests and invitees, subject to such rules and regulations as may be established by the Association.

(c) Unit Maintenance. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacement within his own Lot or Unit and also for all exterior maintenance required in and about their Unit, including snow removal, care of yards and gardens and repair and painting of the Unit. If any required maintenance is not performed within twenty (20) days after the Association has given the Owner written notice to do so the Association may, in its discretion, perform such maintenance and charge the Owner for any expense involved, which charge may be enforced as provided herein as an assessment against said Lot.

(d) Residential Use. Non of the lots or units shall be used for any purpose other than residential use.

(e) Prohibited Use. No articles of personal property belonging to any Owner shall be stored on any portion of the Common Property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Area which violates the law or which will increase the rate of insurance on any building or contents thereof.

(f) Exterior Attachments. Owners shall not cause or permit anything to be placed on the outside wall of any building, and no awning, canopy, shutter, radio or television antenna (or satellite dish) shall be affixed to or placed upon the exterior walls or roofs without the written consent of the Board of Directors.

(g) Noise or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No noxious or offensive noise or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, which shall include noises and nuisances from vehicles, poolside radios, fireworks, discharge of firearms, etc.

(h) Signs. (1) No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign of not more than one square foot identifying the residence of a professional, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the property during the construction and sales period.

(2) The Developer shall have the right to erect signs to advertise all of its property, the sale of Units, and any other signs which the Developer deems necessary for construction and sales of Lots or Units on any part of the property owned by Developer.

(3) During the period of construction and sales, any contractor and Lender approved by the Developer may maintain a sign on any Lot upon which that contractor is constructing a Dwelling, which sign, however, may not be more than twenty (20) square feet in size.

(i) Garbage or Refuse Disposal. Trash, garbage or other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations by the Association.

(j) Residential Use. All Lots or Units shall be for private residential purposes only.

(k) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the residents.

(l) Laundry-Lines. Laundry poles and lines outside of Units are prohibited except that one portable laundry line, not more than seven feet high, may be used in the rear of each unit on days other than Sundays and legal holidays, and such line shall be removed from the outside when not in actual use.

(m) Temporary Structures. No structure of a temporary character, dog house, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot at any time either temporarily or permanently except by the Declarant in completing the Development.

(n) Pets. No animals, livestock, fowl or poultry or any kind shall be raised, bred or kept in any Unit on any Lot or on the Common Property, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be kept leashed when outside the Unit. No animal pens, fenced animal runs or shacks are allowed.

(o) Patios. Patios shall be kept free and clear of rubbish, debris and other unsightly materials.

(p) Parking. No trailers, campers, boats, recreational vehicles or similar vehicles may be stored or parked outside any Unit for more than five (5) consecutive days or for any period of time on the Common Property.

(q) Fence. No fence shall be erected on any Lot.

(r) Occupancy. No occupancy of uncompleted dwellings shall be permitted.

(s) Debris. No debris from an owner's lot may be placed on a lot next to or adjacent to or on any other Lot within the Recorded Plan. All debris must be removed by the owner.

(t) Balconies and Porches. No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies and/or porches. Balconies and/or porches and/or patios shall be kept free and clear of rubbish, debris and other unsightly materials.

(u) Easement for Pipes, etc. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for such purposes and uses as are shown on the recorded plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with this Easement.

(v) Motorcycles. No motorcycles, motorbikes, all terrain vehicles, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Property or Limited Property Common Property, if any.

(w) Landscaping. All landscaping shall be performed by the Owners. No trees shall be removed from any Lot or Common Property without the written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems appropriate. All yards shall be kept reasonably trimmed.

(x) Garages. Garages may not be converted into living space but may only be used for storage of vehicles or personal property. Garage doors shall be kept closed except when automobiles are being moved or the garage is being used.

(y) Swimming Pools and Jacuzzi's. No swimming pools may be installed on any of the Lots. Hot tubs are permitted.

(z) Wells. No oil or gas well shall be drilled on any lot.

(aa) Out Door Cooking. Out door cooking is permitted at the rear of the units only.

(bb) Bicycle Riding. Bicycle riding is permitted on paved areas only.

(cc) Association Liability. The Association shall not be liable for the loss, destruction, theft or damage of personal property.

(dd) No fences or other barriers are to be erected between the side yard lots of any townhome.

(ee) There shall be no garage or shed erected on any parcel upon which a townhome is erected.

**SECTION 2. RULES AND REGULATIONS.** The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board, or, in a regular or special meeting, by the vote of the members, including the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and their assessment and collection is hereby consented to by each Owner, and all persons claiming title through them.

**SECTION 3. PROCEDURE.** The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules until the following procedure is follows:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The Action required to abate the violation; and

(iii) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such

violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board in executive session. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and

(iv) The proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice together with the 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.

ARTICLE XIII  
RIGHTS OF ELIGIBLE MORTGAGE HOLDERS AND  
ELIGIBLE INSURERS OR GUARANTORS

SECTION 1. ELIGIBILITY. A holder, insurer or guarantor of a first mortgage on a Lot or Unit shall be required to provide to the Association a statement of its name, address and the Lot or Unit mortgaged, insured or guaranteed in order to be an "eligible" holder, insurer or guarantor and entitled to the rights set forth in this Section or elsewhere in this Declaration.

SECTION 2. NOTICE OF ACTION. Upon written request to the Homeowners' Association, identifying the name and address of the holder, insurer or guarantor and the unit or lot number or address, any such eligible mortgage holder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects the material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owned by an owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in this Declaration.

**SECTION 3. OTHER PROVISIONS FOR ELIGIBLE MORTGAGE HOLDERS.**  
To the extent permitted by applicable law, eligible mortgage holders which have registered with the Association shall also be afforded the following rights:

(a) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Lots which have at least fifty-one (51%) per cent of the votes of Lots subject to eligible holder mortgages.

(b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on Lots which have at least fifty-one (51%) per cent of the votes of unit estates subject to eligible holder mortgages.

(c) Unless the formula for reallocation of interests in the common area after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents of by applicable law, no reallocation of interests in the common areas resulting from the partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining Lots, whether existing in whole or in part, and which have at least fifty-one (51%) per cent of the votes of such remaining Lots subject to eligible holder mortgages.

(d) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor,

whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to terminate professional management by the Homeowners' Association shall require the prior consent of owners of Lots to which at least sixty-seven (67%) per cent of the votes in the Homeowners' Association are allocated and the approval of eligible holders holding mortgages on Lots which have at least fifty-one (51%) per cent of the votes of Lots subject to the eligible holder mortgages.

**SECTION 4. LIMITATION ON ACTIONS OF ASSOCIATION.** Unless at least two-thirds (2/3) of the eligible mortgagees or Unit Owners give their consent, the Association is not entitled to take any of the following actions:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by the Association. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Property is not a transfer in the meaning of this clause.

(b) Change the method of determining the obligation, assessments, dues or other charges that may be levied against an Owner.

(c) By act or omission change, waive or abandon any scheme or regulations or their enforcement pertaining to the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Property, party walks, common fences and driveways, and the upkeep of laws and plantings in the Development.

(d) Fail to maintain fire and extend coverage insurance on the Common Property on a current replacement cost basis in an amount at least equal to one hundred (100%) per cent of the insurable value (based on current replacement cost).

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

**ARTICLE XIV  
LEASING**

Units may be rented or leased only by written leases. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations promulgated thereunder as though such tenant were an Owner. No Unit may be leased for a period of less than thirty (30) days.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder, and is responsible and liable for all violations and

losses caused by such tenants or occupants, notwithstanding the fact that such occupants or the Unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease, and all leases shall contain provisions to this effect. Copies of all leases shall be submitted to the Board to insure compliance with this Article.

**SECTION 1. RESALES.** Upon the sale by an Owner of his Unit or Lot, the selling Owner shall furnish a certificate issued by the Association containing the following information:

(a) a statement of the amount of the annual charges payable monthly and any unpaid annual charge or other assessment currently due and payable from the selling Owner;

(b) a statement of any other fees payable by Owners;

(c) a statement of any capital expenditures currently proposed or adopted by the Association for the current and two next succeeding fiscal years;

(d) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project;

(e) a copy of the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(f) a copy of the current operating budget of the Association; and

(g) a statement describing any insurance coverage which may be provided for the benefit of Owners.

The Association shall fully cooperate in the preparation and provision of such certificate and information to a selling Owner within fifteen (15) days after same is requested in writing by such Owner. An Owner providing such a certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A Purchaser shall not be liable for any unpaid assessment or fee greater than that set forth in such certificate. The Association shall have the power to assess the reasonable cost of the preparation of such certificate to the selling Owner and require payment thereof prior to the delivery of such certificate to the Owner.

#### ARTICLE XV CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the

Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, the Association shall represent all Owners but 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 Property on which improvements have been constructed, then, unless within sixty (60) days after such taking all of the Class "B" members (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, 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 this Declaration regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, 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 fund shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

#### ARTICLE XVI PHASED DEVELOPMENT

The Developer may submit additional parts of the land described in Exhibit "A" to the provisions of this Declaration to be used as Lots, Common Property or Common Areas and cause them to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided without the consent of the members. This will be accomplished by recording a Supplementary Declaration or similar instrument subjecting such land to the scheme of this Declaration, including all of the covenants, conditions, easements, restrictions, charges, and liens appropriate thereto. Title to any Common Property in any successive phase shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building and use restrictions, all exceptions, easements and conditions as same may be and appear in prior instruments of record, including those set forth in this Declaration, a Supplementary Declaration, or similar instrument, except current real property taxes, which taxes shall be prorated to the date of conveyance. Additional phases shall be added at the discretion of the Developer, provided that if any of the Lots are insured by the Veterans Administration or Federal Housing Administration, FHA/VA approval shall be required if development is not completed within seven (7) years of recording of this Declaration. All intended improvements shall be substantially

completed prior to annexation of each phase. All such improvements shall be consistent with the initial improvements in terms of quality of construction.

ARTICLE XVII  
GENERAL PROVISION

SECTION 1. ENFORCEMENT. Enforcement of these covenants and restrictions, and the administrative rules and regulations adopted pursuant thereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board may also impose fines or other sanctions, collection of which shall be as provided herein this Declaration. The expenses of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Lot Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provisions of this Declaration notice must be given to the Board of Directors and the Board given a reasonable opportunity to take appropriate action.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. This Declaration may be amended by an instrument signed by the Owners of Lots representing not less than seventy-five (75%) percent of the votes eligible to be cast by the Members of the Association, except as to the following:

(a) The consent of sixty-seven (67%) percent of the Owners and eligible mortgage holders shall be required to terminate the legal status of the project;

(b) The consent of sixty-seven (67%) percent of the Owners and fifty-one (51%) percent of the eligible holders holding mortgages on Lots shall be required to add or amend any material provisions of the constituent documents of the project which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;

(3) Reserve for maintenance, repair and replacement of the Common Areas;

(4) Insurance or Fidelity bonds;

(5) Rights to use of the Common Property;

(6) Responsibility for maintenance and repair of the several portions of the Common Property;

(7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project.

(8) Boundaries of any Lot or Unit;

(9) The reallocation of interests in the Common Property or rights to its use;

(10) Convertibility of Units into Common Areas or Common Areas into Units;

(11) Leasing of Dwelling Units;

(12) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Unit or Lot.

(13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors or first mortgages on Units or Lots;

(14) Expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project other than in accordance with the Phased Development.

(c) Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Allegheny County. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive and binding on all persons.

(d) Implied approval shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided notice was delivered by certified or registered mail, with a "return receipt" requested.

(e) Any rights reserved or granted to Developer under this Declaration may not be amended, revoked or modified in any way by Developer so long as Developer owns any Lot or Unit on the Property, any of the land described in Exhibit "A", or any other

land adjacent to the development. Such consent must be included in any recorded amendment to be effective.

(f) Developer, its successors and/or assigns, reserves the right, without the consent of the Association or any Owners, to amend and re-record the Declaration Plan for any reason, including but not limited to, the addition of phases to the development, the correction of errors or the making of any changes required by any governmental body or agency or mortgagee. After sale of all property in or adjacent to the Development by the Developer, this right shall pass to the Association.

(g) An addition or amendment of the Association documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or Post to the requesting Party a negative response within thirty (30) days shall be deemed to have approved such request.

(h) A modification of these covenants or a re-recording of the Declaration Plan to reflect construction charges shall not be deemed to be an amendment under this Section.

SECTION 4. MAINTENANCE OF THE COMMON PROPERTY. 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 Property and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

SECTION 5. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer services and other common services to each Unit.

SECTION 6. PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE. The Association through action of its Board of Directors may acquire, hold, mortgage and dispose of tangible personal property and real property.

SECTION 7. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right of privilege give to it herein or reasonably necessary to effectuate any such right or privilege.

SECTION 8. NOTICE OF SALE, LEASE OR MORTGAGE. In the event an Owner sells, leases or mortgages the Owner's property, the Owner will be required to give to the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the property, and all leases shall be subject to this Declaration and to the authority of the Board of Directors to regulate the conduct of any persons on the Property.

SECTION 9. CAPTIONS. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

SECTION 10. GENDER. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

SECTION 11. MATTERS OF DISPUTE. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association members.

SECTION 12. LIABILITY OF THE BOARD. The members of the Board and its officers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers against all expenses or liability to others arising out of their position as an officer or member of the Board or arising out of contract made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. They shall not be liable for any mistake of judgment or negligence except for their own willful malfeasance, misfeasance, misconduct or bad faith. The Association may obtain as a common expense the type of insurance commonly known as Directors or Officers Liability coverage in order to encourage service on the Board of Directors and to fund this obligation.

SECTION 13. NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to

the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**SECTION 14. FHA/VA APPROVAL.** So long as there is a Class B membership and any mortgages are issued pursuant to the requirements of the Veterans Administration or the Federal Housing Authority, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property, dedication of Common Areas or Common Property and amendment of this Declaration.

**SECTION 15. PENNSYLVANIA MUNICIPALITY PLANNING CODE.** This Declaration shall be construed to grant the Township of Findlay all of the rights, duties, and responsibilities provided for by the Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et. seq.) as amended, and the Findlay Township Zoning Ordinance, as they may refer to the Common Property and any right of access.

**SECTION 16. AMENDMENT RESULTING FROM REQUIREMENT OF GOVERNMENTAL AGENCIES.** If, in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all Members of any such proposed changes for the purpose of Members submitting objections to any such governmental agencies.

**SECTION 17. TERM AND PERPETUITIES.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of all Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of all Owners. 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 (21) years after the death of the last survivor of the now-living descendants of William Clinton, President of the United States, subject to prior amendment or termination as set forth hereinabove.

**SECTION 18. ARBITRATION.** In the event of any dispute arising concerning the provisions of this Declaration such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators, and shall be binding upon the parties. Judgement upon

the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

SECTION 19. EFFECTIVE DATE. Amendments shall be effective upon recording in the office of Recorder of Deeds of Allegheny County and shall be executed by the Developer or the president and secretary of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15<sup>th</sup> day of November, 1994.

ATTEST:

Terry F. Bove  
(SEAL)

Victoria A. Bowman  
(SEAL)

DECLARANT:

WESTBROOK JOINT VENTURE  
by: ELM REALTY SERVICES, INC.

by: E. L. Moore  
E. L. Moore, President

by: DEAUVILLE MANAGEMENT  
COMPANY, INC.

by: Terry Bove  
Terry Bove, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

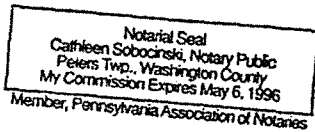
On this 15<sup>th</sup> day of November, 1994, before me, a Notary Public, the undersigned officer, personally appeared EILEEN MOORE, who acknowledged herself to be the President of ELM REALTY SERVICES, INC., a corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as President.

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

Cathleen Sobocinski

My Commission expires:

Notary Public



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

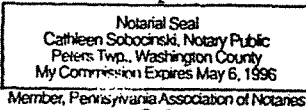
On this 15<sup>th</sup> day of November, 1994, before me, a Notary Public, the undersigned officer, personally appeared TERRY BOVE, who acknowledged herself to be the President of DEAUVILLE MANAGEMENT COMPANY, INC., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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

Cathleen Sobocinski  
Notary Public

My Commission expires:

33



DB09346PG264



EXHIBIT A  
Legal Description of Whole Parcel

EXHIBIT B  
Legal Description of Phase I

EXHIBIT C  
Drawing of Plan

MAIL TO:

---

---

---

---

Commonwealth of Pennsylvania

County of Allegheny

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, in the  
Recorder of Deeds Office of Allegheny County, Pennsylvania, in  
\_\_\_\_\_ Book, Volume \_\_\_\_\_, Page \_\_\_\_\_.

Given under my hand and seal of this said office, the day and  
year aforesaid.

\_\_\_\_\_  
Recorder of Deeds

EXHIBIT "A"

All those certain lots or parcels of land located in Findlay Township, Allegheny County, Pennsylvania containing 61 townhouse lots being known and designated as Lots 18, 20, 21, 22, 23, 24, 25, 26, 27, 45, 46 in the Reused Westbury Plan of Lots No. 3 recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania in Plan Book Volume 94, Pages 148-149 and Lots 28, 29 and 30 in the Westbury Plan No. 3 in said office in Plan Book Volume 97, Pages 39-40.

Title reference: Deed Book Volume 8870, Page 172 recorded in the Office of Recorder of Deeds of Allegheny County, Pennsylvania. Tax Parcel number 9910-X-82135.

DB09346PG268

Item	Owner	Association	
Roofs		X	New roofs are being installed in the entire community from 2017-2022. Issues should be reported to Management ASAP. No satellite dishes are to be placed on the roof. Damage to the roofs will be repaired and billed to the owner
Siding	X		All owners are to maintain their siding including the cleaning and application maintenance.
Vents	X		All owners are to maintain their vents including the cleaning and application maintenance. This is true for roof and side vents.
Grass		X	The bylaws state that the owners are to maintain their own lawns, but the Association will continue to maintain this as they have in the past.
Trees	X		Owners are expected to trim trees to: allow passage on the sidewalks, landscaping crew to perform their work, keep limbs >3' away from the buildings and gutters.
Landscaping	X	X	Owners are to maintain their lot. This includes areas at the rear and front entrances. Change in plants, trees, other plants should be submitted to the board for approval.
Mulch		X	The landscapers will mulch once a year.
Leaf Removal		X	The Roofers will remove leaves from the gutters once a year. The landscapers will remove leaves from the property in the fall and in the spring prior to mulching.
Snow Removal	X	X	The association will remove snow from common sidewalks throughout and common drives on Cranbrooke. The owners are responsible for their private walks and driveways.
Lighting	X		Owners are to maintain their light poles and entrance lighting. Approved replacement parts are documented and issued.
Paint	X		The owners are to maintain the painted surfaces of their property. This includes the entrance doors, shutters and garage doors. The paint colors are set. Paint color codes are available for reference.
Decks	X		Owners are required to maintain their own decks. Change in colors must be approved by the Board. Rebuilding of decks must comply with local codes and be approved by the board if different than existing.
Garage Doors	X		There is only one approved model at this time. This does not include a window and must be painted or color matched to the approved colors.
Front Doors	X		Only 6 panel doors with optional windows in the top are approved. These must be painted to the approved colors for your building. White is an approved alternative.