

mail to

Cranberry Township
Attn: Ron Henshaw
2525 Rochester Rd.
Cranberry Twp PA 16014



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Michele Mustello T20080002068
Butler County Recorder MLCRANBERR

**DECLARATION OF PLANNED COMMUNITY
FOR
WESTMINSTER ESTATES**



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

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

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WESTMINSTER ESTATES

DECLARATION OF PLANNED COMMUNITY

BELLEVUE PARK PARTNERS, L.P., a Pennsylvania limited partnership, currently maintaining its principal place of business address at P.O. Box 449, Mars, Butler County, PA 16046 ("Declarant") hereby files this Declaration of Planned Community for WESTMINSTER ESTATES (the "Declaration").

PREAMBLE

WHEREAS, Declarant is the owner of real property located in Cranberry Township, Butler County, Pennsylvania, consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded at Instrument No. 200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and

WHEREAS, Declarant desires to create with the recordation hereof the Planned Community to be known as WESTMINSTER ESTATES" (the "Planned Community"), consisting of the "Estate Development Area" shown on page 1 of 15 of the Plan, a copy of which has been attached hereto as Exhibit "A-1", which is also more particularly described in Exhibit "A-2", attached hereto; and

WHEREAS, initially the Planned Community will only consist of certain single-family lots ("Lots") to be known as Phase "1", being Lot Nos. 1 through 4 as shown on the Plan with the balance of the Planned Community designated as "Additional Real Estate" (as hereafter defined); and

WHEREAS, pursuant to the Master Planned Community Declaration dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Inst. No. 200802050002428, ("Master Planned Community Declaration"), Declarant created a Master Planned Community known as "BelleVue Park Master Planned Community" ("Master Planned Community"); and

WHEREAS, Declarant desires to create three (3) planned communities (the "Affiliated Planned Communities"), one of which is the Planned Community, and a condominium (the "Condominium") within the Master Planned Community; and

WHEREAS, pursuant to the Declaration of Recreation Association for the Planned Communities at BelleVue Park, dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Inst. No. 200802050002429, ("Declaration of Recreation Association"), Declarant created a Recreation Association known as the "BelleVue Park Recreation Association" ("Recreation Association"); and

WHEREAS, the Affiliated Planned Communities are all intended to be members of the Recreation Association, one of which is to be the Planned Community; and

WHEREAS, Declarant hereby declares that the Planned Community shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Planned Community, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title, or interest in the Planned Community or any part thereof, and their heirs, successors, and assigns, and which shall inure to the benefit of each Owner (as hereinafter defined) and Cranberry Township.

NOW THEREFORE, Declarant hereby declares the following covenants, conditions and restrictions affecting the Planned Community, with the intent to be legally bound hereby;

ARTICLE I SUBMISSION

Declarant hereby makes the Planned Community subject to the following covenants, conditions, reservations and restrictions. It is the intent of the Declarant that the Planned Community subject to this Declaration shall constitute a "planned community," as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act").

All improvements shown on the Plan "MUST BE BUILT" and are hereby labeled as such in accordance with the provisions of 68 Pa.C.S.A. § 5210 (b)(3).

ARTICLE II DEFINITIONS

As used in this Declaration, the following terms shall have the meaning designated:

2.1 "Additional Real Estate" shall mean all those portions of the Planned Community, excluding Phase 1.

2.2 "Affiliated Planned Communities" shall mean this Planned Community and those additional planned communities intended to be members of the Recreation Association. Currently the planned communities of **EDMONTON COMMONS** and **STRATFORD PARK / PADDINGTON SQUARE** are contemplated to be included within the Recreation Association.

2.3 "Association" shall mean the **WESTMINSTER ESTATES** Planned Community Owners Association, an unincorporated association, formed solely to own and operate the Common Elements of the Planned Community.

2.4 “Common Elements” shall mean all real and personal property located within the Planned Community to be maintained by the Association for the common use and enjoyment of the Members of the Association, including “Common Facilities” and “Controlled Facilities.”

2.5 “Common Expenses” shall mean as defined herein and in the Act.

2.6 “Common Facilities” shall mean as defined herein and in the Act.

2.7 “Declarant” shall mean BELLEVUE PARK PARTNERS, L.P., and its successors and assigns. The term “Declarant” does not include any other parties or entities, unless Special Declarant Rights are transferred through a signed and recorded instrument pursuant to the requirements of § 5304 of the Act.

2.8 “Declaration” shall mean this Declaration of Planned Community for WESTMINSTER ESTATES, the Planned Community.

2.9 “Individual Associations” shall mean this Association and those additional associations which are made a part of the Master Association along with the Planned Community. Currently the planned communities of **EDMONTON COMMONS** and **STRATFORD PARK / PADDINGTON SQUARE** and the condominium of **VILLAS AT ISLEWORTH** as well as this Association are contemplated to be included within the Master Association.

2.10 “Limited Common Elements” shall mean those portions of the Common Elements that are designated by the Declarant for use by the Owner(s) of one (1) or more, but fewer than all, Lots.

2.11 “Lot” shall mean each of the lots intended for individual separate ownership on which detached single-family dwellings are to be constructed (also referred to as “Lots”), which may be added to the Planned Community in accordance with the terms hereof.

2.12 “Master Association” shall mean the BelleVue Park Master Planned Community Association, formed solely to own and operate the Master Planned Community.

2.13 “Master Planned Community” shall mean the Master Planned Community of which the Planned Community is a part and which was created by the Master Planned Community Declaration.

2.14 “Master Planned Community Representative” shall mean an elected Representative who is chosen by the Individual Associations who will serve as a Member of the Master Association Executive Board.

2.15 “Member” shall have the meaning described in Section 5.1.

2.16 "Mortgage" shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Planned Community or any part thereof.

2.17 "Mortgagees" shall mean and refer to a beneficiary or holder of a Mortgage.

2.18 "Owner" shall mean and refer to **Declarant or such other person(s)** or entity(ies) which holds title to one or more Lots in the Planned Community. The term does not include a person(s) or entity(ies) having an interest in a Lot solely as security for an obligation.

2.19 "Pattern Book" shall mean those certain architectural guidelines, use and construction restrictions proposed by the Declarant and as approved by Cranberry Township.

2.20 "The Planned Community" shall mean and refer to the Lots and the Common Elements of **WESTMINSTER ESTATES** as shown on the Plan.

2.21 "Plan" shall mean and refer to the BelleVue Park Plan – Phase 1 as recorded at Instrument No. 500602050002427 and Plan Book Volume 305, Page 45-60 in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time.

2.23 "Phase 1" shall mean Lot Nos. 1 through 4.

2.24 "Recreation Area" shall mean those areas owned and operated by the Recreation Association, of which the Planned Community is a part and which was created by the Declaration of Recreation Association.

2.25 "Recreation Association" shall mean the BelleVue Park Recreation Association formed solely to own and operate the Recreation Area.

2.26 "Recreation Association Representative" shall mean an elected Representative who is chosen by the Individual Associations, who will serve as a Member of the Recreation Association Executive Board. The condominium of the Villas at Isleworth is specifically excluded from membership within or representation in the Recreation Association.

2.27 "Unit" or "Units" shall mean any one or more of the Lots in the Planned Community. The terms "Unit" and "Lot" are used herein interchangeably.

ARTICLE III
EASEMENTS

3.1 Utility Easements. Declarant hereby reserves an easement over the Planned Community and all Lots and Units created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits, equipment, ducts and vents, over, under, through, along and on the Planned Community. Declarant grants Ryan Homes the right to use such easements as necessary for the construction of improvements.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant. Declarant hereby approves the location of all of the foregoing as required by Ryan Homes in the construction of improvements on Lots.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Plan without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to Cranberry Township, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

Declarant hereby specifically reserves an easement over all private alleyways appurtenant to any Lots, in favor of the Declarant, the Master Planned Community, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community.

3.2 Easement for Access to Master Planned Community and Recreation Area. Declarant, on its behalf and on behalf of its successors and assigns, including future members of the Master Planned Community and Recreation Association, reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress and regress to and from all or any part of the Planned Community and to and from any portion of the Master Planned Community and the Recreation Area, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress and

regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regarding of landscaped areas of the Common Elements. Owners of units within the condominium known as the Villas at Isleworth are specifically excluded from use of the Recreation Area.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Lots for the purpose of maintaining and correcting drainage of surface water from whatever source within the Master Planned Community in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 3.3 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected Common Elements and Lots as closely to their original condition as possible. Declarant grants the foregoing easement to correct drainage to Ryan Homes with respect to Lots as required to maintain and correct drainage of surface water on Lots.

3.4 Declarant's Easement for Development of Planned Community, the Master Planned Community and the Recreation Area. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements in the Planned Community, the Master Planned Community and the Recreation Area. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs. Declarant reserves the right to grant to others the right to maintain models, sales offices and signs under Section 5217 of the Act to any such special declarants, subject to the limitations and protections afforded pursuant to the provisions of Section 5304(e)(3) of the Act. All rights granted and reserved herein are subject to compliance with Cranberry Township ordinances.

3.5 Easement for Use of Common Elements.

- (a) Grant of Easement. Each Owner and each person lawfully on The Planned Community is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.
- (b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements and the rights of other members of the Master Planned Community and the Recreation Association, who are or will be granted the rights and easements of access and enjoyment of all Common Elements.

3.6 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements, including Common Facilities and Controlled Facilities. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements, including Common Facilities and Controlled Facilities, are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Lots or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities.

3.7 Easement for Encroachments and Relocation of Boundaries Between Lots. To the extent that any Lot or Common Element encroaches on any Lot, a valid easement for the encroachment exists. The Declarant and Ryan Homes are hereby released from liability for failure to strictly adhere to the Plan. The Declarant will be afforded the opportunity to file a correction to the Plan in order to properly reflect the location of Units and Common Elements. Such amendment and correction may include the relocation of boundaries between adjoining Units without the joinder of the Owners of such Units or the joinder of the Association in the event such relocation of boundaries affects the Common Elements. The Declarant is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Units and their dimensions and identifying numbers.

3.8 Easement for Pedestrian Access to Master Planned Community. A non-exclusive perpetual easement to all members of the Individual Associations to the permit the right of access and easement on and over those portions of the Common Elements for the purpose of pedestrian ingress, egress and regress to and from all or any part of the Planned Community is hereby granted and established.

ARTICLE IV MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

4.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Elements as required by the terms hereof, which items of maintenance and repair are not the responsibility of the Master Association or the Master Recreation Association.

4.2 Individual Owner's Responsibility: Otherwise, the repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner. This shall include the obligation of Owners of Lots on which individual driveways are located to maintain, repair and replace such driveways, including any repair or replacement necessitated by the removal of a driveway or portion thereof for purposes of repair or replacement of utility lines or facilities. All lateral sewage collection lines, which run from Lots to sewage main lines, regardless of location, shall be considered Limited Common Elements as defined in Section 2.10 (above). The Owners whose Lots are serviced by such lateral lines shall be responsible for the performance of the maintenance, repair and replacement of such lateral lines. The obligation to pay expenses related to maintenance of such lateral lines shall be shared by the Owners serviced by such lateral lines on an equal basis.

4.3 Master Association's Responsibility. The Master Association created by the Master Planned Community Declaration known as "BelleVue Park Master Planned Community" shall be responsible for the maintenance, repair and replacement of entryways, the common area sidewalks (including snow and ice removal), the streetlights and fixtures, all improvements and landscaping in the Master Common Elements as shown on the Plan and intended for the use and enjoyment of all residents of the Master Planned Community, all storm water facilities located within the Master Planned Community until such time, if ever, such facilities are dedicated and accepted by Cranberry Township, any walking trails and other recreational areas or amenities, intended for the use of all residents of the Master Planned Community, all streets intended for public dedication until such time as such streets are dedicated and accepted by Cranberry Township. The Master Association shall not be responsible for the cost of maintenance of the Common Elements contained within the Affiliated Planned Communities or within the Condominium or within the Recreation Area as shown on the Plan.

4.4 Recreation Association's Responsibility. The Recreation Association created by the Declaration of Recreation Association known as "BelleVue Park Recreation Association" shall be responsible for the maintenance, repair and replacement of all improvements and landscaping in the Recreation Area as set forth in the Declaration of Recreation Association.

ARTICLE V
WESTMINSTER ESTATES PLANNED COMMUNITY OWNERS
ASSOCIATION

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind of nature required or desired within the Planned Community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for Lot in the Planned Community, agrees to and shall be subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Association. The Members of the Association shall be the Declarant and all Owners. With respect to the affairs of the Association, the Owner of each Lot shall have one vote.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 13.2(a), the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association."

5.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend Bylaws and Rules and Regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or the Planned Community.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- (j) To impose and collect payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) To impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable

finest for violations of this Declaration and the bylaws and rules and regulations of the Association.

- (l) To impose and collect charges on behalf of the Master Planned Community and the Recreation Association.
- (m) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- (n) To provide for the indemnification of its officers and executive board and to maintain directors' and officers' liability insurance.
- (o) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.
- (p) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- (q) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Executive Board. Not later than the termination of any period of Declarant control in accordance with Section 13.2(a), the Members shall elect an Executive Board of at least three (3) members. The Executive Board shall elect the officers of the Association. The members of the Executive Board and the officers shall take office upon election. The Executive Board shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Executive Board, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.5 Bylaws. The Bylaws of the Association shall provide for all of the following:

- (a) The number of members of the Executive Board and the titles of the officers of the Association.
- (b) Election by the Executive Board of a President, Treasurer, Secretary and any other officers of the Association the Bylaws specify.
- (c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers and filling vacancies.

- (d) Which, if any, of its powers the Executive Board or officers may delegate to other persons or to a managing agent.
- (e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.
- (f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

ARTICLE VI
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

6.1 Budgets; Capital Expenditures. The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually. The Executive Board shall deliver to all Members copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

6.2 Monthly Assessments. All Common Expenses assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis payable in monthly installments, and shall be due and payable in advance on the first day of the month. Each Lot shall be responsible for its prorata share of the Common Expenses, in addition to the Limited Common Expenses and Special Assessments and reserves as hereinafter defined as same may relate to such Lot. This prorata share shall be adjusted with the creation of any Lots within the Additional Real Estate. The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or occupancy of the improvements contained within such Lot, whichever first occurs. Declarant shall not be assessed on unsold Lots, but shall only be responsible for any actual costs incurred by the Association with respect to such Lots to which Declarant holds title on an equal basis with Lots that are sold and occupied.

6.3 Assessments for Limited Common Expenses and Special Assessments. The Board may adopt assessments for Limited Common Expenses relating to the repair, maintenance and replacement of Limited Common Elements and shall be due and payable in one or more monthly installments as determined by the Executive Board. Also, the Board may adopt Special Assessments relating to the repair, maintenance and

replacement of the Common Elements, which Special Assessments shall be due and payable in one or more monthly installments as determined by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

6.4 Lien for Assessments, Fines and Interest. Association shall have a lien against each Lot for any Common Expense and/or Limited Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j), 5.3(k) and 5.3(l) and the reasonable the costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Member are collectable as assessments under this Section.

6.5 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) without the prior approval of sixty percent (60%) of the Members.

6.6 Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. The Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Association shall also have the right to apply any such reserve amounts to Common Expenses as the Executive Board deems appropriate; provided, however, that such maintenance or replacement assessments relating to specific Lots may not be reallocated to Lots that are not the subject of such specific maintenance and replacement accounts.

6.7 Capital Improvement Fees Collected upon Sale and Resale. Subject to the right of the Executive Board to determine otherwise, the Association shall collect from each Owner of a Lot upon the purchase of a Unit (including the initial sale and resale), at the time of closing, a Capital Improvement Fee in the amount equal to twice the then current monthly assessment.

6.8 Association Records. A statement of revenues and expenses for the Association shall be produced. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and

authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.9 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments or special assessments. Such further monthly assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Executive Board.

6.10 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member and further based upon such Members contribution to such excess. These credits shall be applied to the next monthly assessments of Common Expenses due from each Member under the current fiscal year's budget, and thereafter, until exhausted.

6.11 Acceleration. If a Member is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies set forth in this Declaration, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

6.12 Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at a rate determined by the Executive Board (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Initially the interest rate on unpaid assessed amounts shall be 8% percent per annum. Any delinquent Member shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.13 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Executive Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.14 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.15 Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment.

6.16 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon a Lot. The sale or transfer of the Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment that became due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Lot from the obligation or liability for any assessments thereafter coming due or from the lien on any such subsequent assessments.

ARTICLE VII MEMBERSHIP IN RECREATION ASSOCIATION

7.1 Membership. For the purposes of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Recreation Area, all Owners are members of the Recreation Association and agree to and shall be subject to the obligations and duly enacted by laws and rules and regulations of the Recreation Association. The Affiliated Planned Communities shall each be responsible for the collection of assessments related to such obligations from the Owners and the timely remittance of such assessments to the Recreation Association. For collection purposes, the Affiliated Planned Communities are deemed to be an agent of the Recreation Association.

7.2 Representation in Recreation Association. With respect to the affairs of the Recreation Association, upon transfer of Declarant's control of the Recreation Association in accordance Section 5.4 of the Declaration of Recreation Association, each Individual Association, limited to the Planned Community and the planned communities of **STRATFORD PARK / PADDINGTON SQUARE AND EDMONTON COMMONS**, will elect one (1) representative to represent every fifty (50) Lots, or a

portion thereof, to serve on behalf of that Individual Association on the Executive Board of the Recreation Association. The selection will be held annually concurrently with the annual meeting of the Association employing such election procedures as the Individual Associations may mutually agree. The condominium of **VILLAS AT ISLEWORTH** is specifically excluded from membership within or representation in the Recreation Association.

7.3 Incorporation by reference of Recreation Declaration. All of the applicable terms, covenants and provisions of the Declaration of Recreation Association are incorporated herein by reference and made a part hereof.

ARTICLE VIII MEMBERSHIP IN MASTER ASSOCIATION

8.1 Membership. For the purposes of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Master Planned Community, all Owners are members of the Master Association and agree to and shall be subject to the obligations and duly enacted by laws and rules and regulations of the Master Association. The Individual Associations shall each be responsible for the collection of assessments related to such obligations from the Owners and the timely remittance of such assessments to the Recreation Association. For collection purposes, the Individual Associations are deemed to be an agent of the Recreation Association.

8.2 Representation in Master Association. With respect to the affairs of the Master Association, upon transfer of Declarant's controls of the Master Association in accordance Section 5.4 of the Master Declaration, each Individual Association will elect one (1) representative to represent every fifty (50) Lots, or a portion thereof, to serve on behalf of that Individual Association on the Executive Board of the Master Association. The selection will be held annually concurrently with the annual meeting of the Association employing such election procedures as the Individual Planned Communities may mutually agree.

8.3 Incorporation by reference of Master Declaration. All of the applicable terms, covenants and provisions of Master Planned Community Declaration are incorporated herein by reference and made a part hereof.

ARTICLE IX INSURANCE OF COMMON ELEMENTS

9.1 Coverages. The Association's duly authorized agent, shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of Association, or any of the Members or their agents. The public liability policy shall have at least a One Million and No/100 Dollars (\$1,000,000.00) minimum property damage limit.

9.2 Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

9.3 Contracts. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (a) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (b) All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members and Mortgagees, as their interest may appear, providing financing on the Common Elements.
- (c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

9.4. Workers Compensation. In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE X USE RESTRICTIONS AND ARCHITECTURAL PROVISIONS

10.1. No Lot shall be used for any purpose other than for single family residential use.

10.2. Each and every Lot and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Plan. All laws, orders, rules, regulations or requirements of any

governmental agency having jurisdiction over any portion of the Plan shall be observed and complied with, by and at the expense of all Owners.

10.3. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the Planned Community.

10.4. No garage or other structure other than the dwelling house for which the plans have been approved shall be used as a residence, temporarily or permanently, nor shall any dwelling house, foundation or basement in the process of construction be used for residential purposes.

10.5. All improvements shall conform with the Pattern Book for the Planned Community, developed by the Declarant and as approved by Cranberry Township, as may be amended from time to time as approved by Cranberry Township, which shall define the characteristics for dwellings constructed in the Planned Community. The Pattern Book shall be consistent with the community wide standard and shall require construction of high quality homes. Declarant has previously approved the floor plans of the improvements to be constructed by Ryan Homes.

10.6. Other than the residential dwelling houses to be located on the Lots, no outbuildings shall be permitted, with the exception of detached garages if in conformance with the Pattern Book.

10.7. No swimming pools or tennis courts shall be permitted on any Lot unless approved as to location, material and design by the Declarant, and/or the Executive Board..

10.8. No decks, awnings, hedges, walls or fences shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant, and/or the Executive Board.

10.9. Mailboxes will be located in a location and will be of a design as approved by the Declarant and/or the Executive Board and/or the U.S. Postal Service.

10.10. Parking Areas and Driveways. Outside parking areas other than driveways shall not be permitted with the exception of designated areas within public streets. The location of all driveways within the Plan shall be approved by the Declarant. All driveways shall be constructed of concrete (minimum four (4) inches) or other materials as approved by the Declarant.

10.11. Except in connection with construction activities, trucks, trailers, and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages. Campers, recreational vehicles and boats may be parked in driveway for a

period of more than 2 weeks within any six (6) month period for the purpose of cleaning, loading or unloading.

10.12. Outbuildings and Outdoor Recreational Equipment. No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Plan without the approval of the Executive Board as to size, design, materials and location. The Executive Board reserves the right to prohibit any of the same if, in the opinion of the Executive Board, it would constitute a nuisance to Owners of other Lots within the Plan.

10.13. External Energy Systems. No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from the Executive Board.

10.14. No signs of any character shall be erected, posted or displayed on any Lot, except: 1) marketing signs installed by Declarant or Ryan Homes while actively marketing Lots for sale; 2) street and identification signs installed by the Association or Declarant; 3) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market; 4) political signs in accordance with the Rules and Regulations established by the Association; 5) low impact commercial signage as approved by the Declarant and/or the Executive Board and Cranberry Township.

10.15. No Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drainways. Such substances shall include but shall not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like and any and all substance as defined by and as same is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.

10.16. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent discharge of embers or ashes.

10.17. No farm animals and no animals of any type except for household pets such as dogs and cats, shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located there for commercial purposes. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control them and unless carried or leashed.

10.18. The Declarant reserves to itself the right during the first seven (7) years of the initial term (i.e. until 2015) to prepare and record further covenants and restrictions without joinder of any Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Planned Community and for the health, comfort, safety and general welfare of the

- (i) There are no assurances made with respect to the compatibility of the Lots created in the Additional Real Estate or with respect to the architectural style, quality of construction, principal materials employed in construction or size of Lots that may be created in the Additional Real Estate.
- (j) In the event Lots are created in the Additional Real Estate and added to the Planned Community, the same restrictions affecting the use, occupancy and alienation of the Lots that apply to the Lots originally created will apply to those Lots created within the Additional Real Estate.
- (k) There are no assurances made with respect to the general description of the other improvements and Limited Common Elements that may be made or created within the Additional Real Estate.
- (l) There are no limitations as to the locations of any buildings or other improvements that may be made within the Additional Real Estate.
- (m) There are no assurances that any of the Limited Common Elements created within the Additional Real Estate the same general types and sizes as those contained within other parts of the Planned Community.
- (n) There are no assurances that the proportion of the Limited Common Elements appurtenant to the Lots created within the Additional Real Estate will be approximately equal to the proportion existing in other parts of the Planned Community. Any assurances made herein will not apply in the event the Additional Real Estate is not added to the Planned Community.

ARTICLE XII
GENERAL PROVISIONS

12.1 Amendments. Prior to the transfer of Declarant control pursuant to Section 12.2(a), Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Planned Community. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of eighty percent (80%) of the Members, unless unanimous consent of the Members is required by the Act. Any amendment to be effective must be recorded in the public records of Butler County, Pennsylvania. 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. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

12.2 Limitation of Liability. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees [(i) through (iv) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 12]:

- (i) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;
- (ii) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;
- (iii) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the Plan and shall have no liability arising out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct.
- (iv) The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;
- (v) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

12.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

years after any development right to add new Lots in additional phases of development was last exercised.

- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Members, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by the Members.

13.3 Conveyance of Common Elements to Association. No later than at transfer of Declarant's control of the Association in accordance with Section 13.2(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed. No consideration will be paid for this conveyance and all costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by Cranberry Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

ARTICLE XIV

TERMINATION

14.1. Means of Termination. The Planned Community may be terminated in the following manner:

- a. By Statute. As provided by the Act.
- b. Destruction. In the event there is substantial destruction of all of the Buildings and eighty percent (80%) of the Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one percent (51%) of the votes of the Lots that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Planned Community form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Butler County, Pennsylvania.
- c. General Provisions. The termination of the Planned Community shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of

Butler County, Pennsylvania. When the Property has been removed from the provisions of the Act, the former Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Owner following such removal shall be in the same proportion of the fair market value of such Owner's interest to the fair market value of the interest of all Owners determined in accordance with §5220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with §5220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Owner or lien holder as if owned in common in which event the net proceeds of sale shall be divided among all the Owners in proportion to the fair market value of their respective Interests determined in accordance with §5220 of the Act; provided, however, that no payment shall be made to a Owner until there has first been paid from his share of such net proceeds all liens or charges on his Lot. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act.

EXHIBIT "A2"

WESTMINSTER ESTATES - LEGAL DESCRIPTION

All those certain lots or parcels of land situate in Cranberry Township, County of Butler, Commonwealth of Pennsylvania, as shown on the Bellevue Park Plan Phase 1, as recorded in the Recorder's office of Butler County, Pennsylvania, at Instrument Number 200802050002427 and Plan Book Volume 305, Pages 45-60, as follows: Lots 1 through 33, two open spaces being known as Parcel "K" and Parcel "L" and the private right-of-way known as Finchley Circle (excluding the .081 acre parcel labeled as Green Space Area B), containing a total of 16.225 acres.

The above legal description has been prepared using information provided by GAI Consultants on the above referenced plan dated January 10, 2008.

Instr: 200805190011025 05/19/2008
Pages: 5 F: \$22.50 11:38AM
Michele Mustello T20080008581
Butler County Recorder MLM

Mail To:
Sebring & Associates
2735 Mosside Blvd.
Monroeville, PA 15146
(412) 856-3500

**FIRST AMENDMENT TO DECLARATION OF
WESTMINSTER ESTATES, A PLANNED COMMUNITY**

This Amendment made this 16th day of May, 2008, by **BELLEVUE PARK PARTNERS, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at P.O. Box 449, 107 Ramblewood Lane, Mars, Butler County, PA 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded Instrument No. 200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and,

WHEREAS, Pursuant to the WESTMINSTER ESTATES DECLARATION OF PLANNED COMMUNITY dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number **200802050002430** ("Declaration"), Declarant created a Planned Community known as "WESTMINSTER ESTATES" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); and

WHEREAS, Exhibit "A-1" (page 1 of 15 of the Plan) to the Declaration was not recorded concurrently with the Declaration; and

WHEREAS, Declarant now desires to record the Plat attached hereto as Exhibit "1" as Exhibit "A-1" to the Declaration, and

WHEREAS, the Certification of Plats and Plans for WESTMINSTER ESTATES was not recorded concurrently with the Declaration, therefore necessitating the recording of the certification attached hereto as Exhibit "2" as required by 68 Pa.C.S.A. §5210(a); and

WHEREAS, Declarant desires to clarify the definition of "improvements" that "MUST BE BUILT" as stated in Article I of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Exhibit "A-1" of the Declaration shall mean the Plat attached hereto as Exhibit "1" and made a part hereof.
2. The term "Plans" as defined in Section 2.21 of the Declaration shall mean the Plats and Plans attached to the Declaration as Exhibit "A-2" and the certification attached hereto as Exhibit "2" and made a part hereof.
3. The term "improvements" as set forth in Article I of the Declaration shall mean (a) all improvements as shown in the details labeled "CENTRAL LINEAR BOULEVARD PARKS & PARK BLOCK SQUARE", "CLUBHOUSE 2 AND GREEN SPACE", "PARK AREA", "CLUBHOUSE 1" and "GREEN SPACE" on Sheet 1 of 1, Exhibit "A" of the Plans; (b) Lot Nos. 1 through 4; and (c) additional Lots as and when such additional Lots are added to the Planned Community, all of which improvements "Must Be Built".

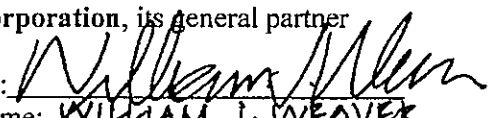
IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration as of this 16th day of May, 2008..

ATTEST:

BELLEVUE PARK PARTNERS, L.P., a
Pennsylvania limited partnership

By: **Commercial Building**

Corporation, its general partner

By: 
Name: WILLIAM J. WEAVER
Title: PRES

Mail To:
Sebring & Associates
2735 Mossie Blvd.
Monroeville, PA 15146
(412) 856-3500

Instr: 200908180019553 08/18/2009
Pages: 3 F: \$20.50 11:38AM
Michele Mustello T20090013744
Butler County Recorder MLSEBRING



**SECOND AMENDMENT TO DECLARATION OF
WESTMINSTER ESTATES, A PLANNED COMMUNITY**

Phase 2

This Amendment made this 18th day of August, 2009, by **BELLEVUE PARK PARTNERS, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Ave, Mars, Butler County, PA 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded Instrument No.200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as revised by the BelleVue Park Plan – Phase 1- Revision 1, as recorded at Instrument No.200809160021215 and Plan Book Volume 309, Page 42(the "Plan"); and, Cranberry Twp

WHEREAS, Pursuant to the WESTMINSTER ESTATES DECLARATION OF PLANNED COMMUNITY dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 200802050002430 ("Declaration"), Declarant created a Planned Community known as "WESTMINSTER ESTATES" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); and the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200805190011025; and

WHEREAS, pursuant to Article XI of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and

WHEREAS, Declarant now desires to convert into Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 8 and 33 which are referred to herein as the "Added Real Estate"; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3. of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

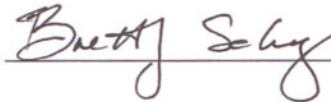
1. Such Added Real Estate (hereafter "Phase 2") consists of Lot Nos. 8 and 33, for a total of 2 additional Lots. With the recording of this Second Amendment, there are a total of 6 Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 1.3.2 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1 and 2.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

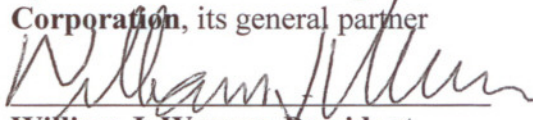
IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to Declaration as of this 18th day of August, 2009.

ATTEST:

**BELLEVUE PARK PARTNERS,
L.P.**, a Pennsylvania limited
partnership

By: **Commercial Building
Corporation**, its general partner





William J. Weaver, President

Mail To:
Sebring & Associates
2735 Mosside Blvd.
Monroeville, PA 15146
(412) 856-3500


Instr: 201001120000675 01/12/2010
Pages: 3 F: \$18.50 10:49AM
Michele Mustello T20100000557
Butler County Recorder MEPSEBRING



**THIRD AMENDMENT TO DECLARATION OF
WESTMINSTER ESTATES, A PLANNED COMMUNITY**

Phase 3

This Amendment made this 5 day of JANUARY, 2010, by **BELLEVUE PARK PARTNERS, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Ave, Mars, Butler County, PA 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded Instrument No.200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as revised by the BelleVue Park Plan – Phase 1- Revision 1, as recorded at Instrument No.200809160021215 and Plan Book Volume 309, Page 42-49 (the "Plan"); and,

WHEREAS, pursuant to the WESTMINSTER ESTATES DECLARATION OF PLANNED COMMUNITY dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 200802050002430 ("Declaration"), Declarant created a Planned Community known as "WESTMINSTER ESTATES" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); with the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200805190011025, as amended by Second Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200908180019553; and,

WHEREAS, pursuant to Article XI of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and,

WHEREAS, Declarant now desires to convert into three (3) Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 7, 9 and 11 which is referred to herein as the "Added Real Estate"; and,

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3. of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:


1. Such Added Real Estate (hereafter "Phase 3") consists of Lot Nos. 7, 9 and 11, for a total of three (3) additional Lots. With the recording of this Third Amendment, there are a total of nine (9) Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 1.3.2 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2 and 3.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

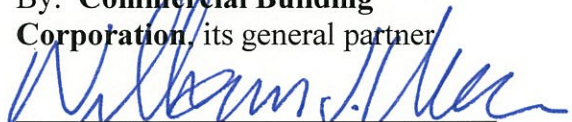
IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to Declaration as of this 5 day of January, 2010.

ATTEST:

**BELLEVUE PARK PARTNERS,
L.P.**, a Pennsylvania limited
partnership

By: **Commercial Building
Corporation**, its general partner





William J. Weaver, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 5 day of JANUARY 2010, before me, a Notary Public, the undersigned officer, personally appeared **William J. Weaver**, who acknowledged himself to be the **President of Commercial Building Corporation, general partner of BELLEVUE PARK PARTNERS, L.P.** a Pennsylvania limited 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 limited partnership by himself as such officer of the general partner.

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

My Commission Expires: 3-12-13



Jacqueline G. Fennell
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jacqueline G. Fennell, Notary Public
Richland Twp., Allegheny County
My Commission Expires March 12, 2013

CERTIFICATE OF RESIDENCE

I, the Undersigned, do hereby certify that the precise residence of Declarant is 231 Crowe Ave, Mars, Butler County, PA

Witness my hand this 8th day of January, 2010.

[Signature]



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:
Sebring & Associates
2735 Mosside Blvd.
Monroeville, PA 15146
(412) 856-3500

Instr: 201011030025780 11/03/2010
Pages: 3 F: \$22.50 8:55AM
Michele Mustello T20100024909
Butler County Recorder MEPSEBRING

**FOURTH AMENDMENT TO DECLARATION OF
WESTMINSTER ESTATES, A PLANNED COMMUNITY**

Phase 4

This Amendment made this 28th day of October, 2010, by BELLEVUE PARK PARTNERS, L.P., a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Ave, Mars, Butler County, PA 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded Instrument No.200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as revised by the BelleVue Park Plan – Phase 1- Revision 1, as recorded at Instrument No.200809160021215 and Plan Book Volume 309, Page 42-49 (the "Plan"); and,

WHEREAS, pursuant to the WESTMINSTER ESTATES DECLARATION OF PLANNED COMMUNITY dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 200802050002430 ("Declaration"), Declarant created a Planned Community known as "WESTMINSTER ESTATES" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); with the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200805190011025, as amended by the Second Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200908180019553 as amended by the Third Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201001120000675; and,

WHEREAS, pursuant to Article XI of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and,

WHEREAS, Declarant now desires to convert into eleven (11) Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 5, 6, 10, 12, 26, 27, 28, 29, 30, 31 and 32, which is referred to herein as the "Added Real Estate"; and,

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3. of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 4") consists of Lot Nos. 5, 6, 10, 12, 26, 27, 28, 29, 30, 31 and 32, for a total of eleven (11) additional Lots. With the recording of this Third Amendment, there are a total of twenty (20) Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 1.3.2 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2, 3 and 4.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.


IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to Declaration as of this 26th day of October, 2010.

ATTEST:

**BELLEVUE PARK PARTNERS,
L.P.**, a Pennsylvania limited
partnership


Bonnie L. Weaver

By: **Commercial Building
Corporation**, its general partner


William J. Weaver, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 28 day of OCTOBER 2010, before me, a Notary Public, the undersigned officer, personally appeared **William J. Weaver**, who acknowledged himself to be the **President of Commercial Building Corporation, general partner of BELLEVUE PARK PARTNERS, L.P.** a Pennsylvania limited 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 limited partnership by himself as such officer of the general partner.

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

My Commission Expires: 3-12-13



Notary Public COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Jacqueline G. Fennell, Notary Public
Richland Twp., Allegheny County
My Commission Expires March 12, 2013
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, the Undersigned, do hereby certify that the precise residence of Declarant is 231 Crowe Ave, Mars, Butler County, PA

Witness my hand this 28th day of October, 2010.





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


Michele M. Mustello - Recorder of Deeds



Instr: 201207060019011 07/06/2012
 Pages: 5 F: \$22.50 11:45AM
 Michele Mustello T20120028560
 Butler County Recorder MLSEBRING

A

Mail To:
 Sebring & Associates
 339 Haymaker Road, Suite 1101
 Monroeville, PA 15146
 (412) 856-3500

FIFTH AMENDMENT TO DECLARATION OF WESTMINSTER ESTATES, A PLANNED COMMUNITY

Phase 5

and

Recording data for Easements and Licenses

This Amendment made this ^{28th} day of ^{JULY} ~~July~~ ^{JULY}, 2012, by **BELLEVUE PARK PARTNERS, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Ave, Mars, Butler County, PA 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property consisting of 121.074 acres as shown on the BelleVue Park Plan – Phase 1, as recorded Instrument No.200802050002427 and Plan Book Volume 305, Pages 45-60, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, as revised by the BelleVue Park Plan – Phase 1- Revision 1, as recorded at Instrument No.200809160021215 and Plan Book Volume 309, Page 42-49 (the "Plan"); and,

WHEREAS, pursuant to the WESTMINSTER ESTATES DECLARATION OF PLANNED COMMUNITY, dated February 5, 2008, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 200802050002430 ("Declaration"), Declarant created a Planned Community known as "WESTMINSTER ESTATES" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); with the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200805190011025, as amended by the Second Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200908180019553, as amended by the Third Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201001120000675, as amended by the Fourth Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201011030025780; and,

WHEREAS, pursuant to Article XI of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and,

WHEREAS, Declarant now desires to convert into seven (7) Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 13-16 and 23-25, which is referred to herein as the "Added Real Estate"; and,

WHEREAS, the list of the recorded easements, liens, encumbrances affecting the Planned Community was not recorded concurrently with the Declaration; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.3. of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 5") consists of Lot Nos. 13-16 and 23-25, for a total of seven (7) additional Lots. With the recording of this Fifth Amendment, there are a total of twenty (27) Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 1.3.2 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2, 3, 4 and 5.
3. The list of the recorded easements, liens, encumbrances affecting the Planned Community, attached hereto as Exhibit "1" and made a part hereof, are hereby made a part of the Declaration.
4. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to Declaration as of this 16th day of July, 2012.

2012 *JUNE* *BOO*

ATTEST:

**BELLEVUE PARK PARTNERS,
L.P., a Pennsylvania limited
partnership**

By: **Commercial Building
Corporation**, its general partner



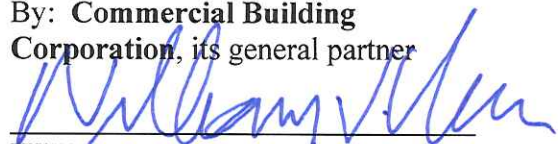

William J. Weaver, President

EXHIBIT "1"

LIST OF EASEMENTS AND LICENSES

1. Subject to zoning ordinances, building regulations and restrictions of Cranberry Township as they now exist.
2. Subject to a right of way to Pa. Power Co. along Rochester Road at DBV 851, page 108.
3. Subject to location of Rochester Road as located on survey.
4. Oil and Gas Lease from George Keck to John J. Irvin dated November 1, 1894 and recorded in Volume 149, page 358.
5. Oil and Gas Lease from John Keck to Thomas Robinson dated November 11, 1890 and recorded in Volume 115, page 411.
6. Water line Easement from Robert J. Kaufman, Trustee to The Municipal Sewer and Water Authority of Cranberry Township as recorded in DBV 1277, page 775.
7. Subject to a Declaration of Trust dated March 8, 1971, signed by Robert J. Kaufman, Trustee, setting forth certain beneficial interests, recorded March 12, 1971 at Doc. No. 1050 of the Butler County records.
8. Subject to a Declaration of Trust, dated February 28, 1977 signed by Robert J. Kaufman Trustee, setting forth certain beneficial interests, and not recorded.
9. Subject to Amended Declaration of Trust, dated November 25, 1987 signed by Robert J. Kaufman, and not recorded.
10. Subject to a Second Amended and Restated Declaration of Trust effective January 1, 2001 signed by Arnold D. Wilner, Trustee, setting forth certain beneficial interests, recorded July 17, 2001 at Instrument Number: 2001071700119324 of the Butler County records.
11. Subject to a Third Amended and Restated Declaration of Trust effective November 26, 2002 signed by Angelo Sciullo, Trustee, setting forth certain beneficial interests, recorded July 17, 2001 at Instrument Number: 2001071700119324 of the Butler County records.
12. Declaration of Taking by Cranberry Municipal Sewer and Water Authority recorded December 22, 1971 in DBV 943, page 330.
13. Subject to any and all easements, rights of way and/or exceptions as shown in the "Site Plan for Recording" made for Devlin Funeral Home and recorded October 2, 2002 at Plan Book 225, Page 32 of the Butler County records.

14. Subject to any and all easements, rights of way and/or exceptions as shown in the Plan "Interstate Industrial and Office Park Lot 1" made for Robert J. Kaufman and recorded April 13, 1977 at Plan Rack 69, Page 36 of the Butler County records.
15. Subject to any and all easements, rights of way and/or exceptions as shown in the Plan "Interstate Industrial and Office Park Lot 2" made for Robert J. Kaufman and recorded on June 13, 1983 in Plan Book Volume 95, Page 42 of the Butler County records.
16. Subject to any and all easements, rights of way and/or exceptions as shown in the "Hannibal Industrial Park" for Hannibal Land Investment, Inc., and recorded October 4, 1975 at Section 66, Page 34 of the Butler County records.
17. Subject to any and all easements, rights of way and/or exceptions as shown in the "Subdivision Parcel "A" of Eugene D. Graham Property" for the Municipal Sewer and Water Authority of Cranberry Township, recorded July 20, 1984 in Plan Book Volume 100, Page 34 of the Butler County records.
18. Subject to any and all easements, rights of way and/or exceptions as shown in the "McClintock/Kuhl Plan No. 1" made for Edward R. and Krista S. Kuhl and recorded September 17, 1999 in Plan Book Volume 226, Page 36 of the Butler County records.
19. Subject to any and all easements, rights of way and/or exceptions as shown in the "Revised Plan of Lots No. 397-398-399-400-401" laid out for Dover Company and recorded April 20, 1960 at Rack 29, Page 31 of the Butler County records.