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Michele Mustello T20070010317
Butler County Recorder MLWYNCREST

***DECLARATION OF PLANNED
COMMUNITY***

OF

WYNCREST ESTATES

By

Wyncrest Development, Inc.



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:

Wyncrest Development Inc.
375 Golfside Drive
Wexford, PA 15090

05-01-07

***DECLARATION OF PLANNED
COMMUNITY
OF
WYNCREST ESTATES***

**ARTICLE I:
AMENDMENT; SUBMISSION; DEFINED TERMS.**

Section 1.1 Declarant; Property. Wyncrest Development, Inc. (the “Declarant”), is the owner of the real estate described as follows:

All those certain lots or pieces of ground known as Lots 1 through 47 in the Wyncrest Estates Plan of Lots as Recorded in the Recorders office of Butler County, PA in Plan Book Volume 298, pages 38, through 40.

BUTLER TOWNSHIP

The Declarant hereby submits the Real Estate, Including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the “Property”) to the provisions of the Pennsylvania Uniform Planned Community Act, Pa. C.S.A. § 5101 et. seq., as amended, (the “Act”), and hereby creates a planned community to be known as Wyncrest Estates: (the Planned Community”) and the Property shall be held, sold, and conveyed and governed pursuant to and subject to the Declaration, the Act and the following restrictions, covenants, and conditions as set forth herein, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.3 Easements. The Property is subject to the items set forth on Exhibit “A” and is hereby submitted to the Act subject to same.

Section 1.4 Defined Terms.

1.4.1 Capitalized terms not otherwise defined herein shall have the meanings Specified or used in the Act.

1.4.2 The following terms if used or defined in general terms in the Act shall Have specific meanings herein as follows:

a. “Association” or “Homeowners’ Association” means the Wyncrest Estates Homeowners Association”.

b. "Board of Directors" or "Board" means the Board of Directors of the Association.

c. "Lot" means a parcel of land on which a detached, single family dwelling is or will be built.

d. "Plats and Plans" means the Plats and Plans as Recorded as the same may be amended from time to time.

**ARTICLE II:
TYPES OR CLASSES OF LOTS; BOUNDARIES.**

Section 2.1 Types or Classes of Lots.

(a) There shall be one type or classes of Lots: A lot for or having erected thereon a detached, single family dwelling.

Section 2.2 Boundaries; Title Lines. Declarant has received final approval of the Plats and Plans for Wyncrest Estates from Butler Township and such plans have been Recorded. The Plats and Plans contain all the information required by the Act. All improvements shown on the Plat and Plans MUST BE BUILT by the Declarant. Dwelling structures not shown on the Plats and Plans NEED NOT BE BUILT. Attached hereto as Exhibit "B" is a schedule identifying each Lot that may be built.

**ARTICLE III:
CONTROLLED ELEMENTS; OBLIGATIONS OF ASSOCIATION;
COMMON FACILITIES; OTHER OBLIGATIONS.**

Section 3.1 Controlled Elements.

(1) There are no Controlled Elements for the Lots other than building restrictions described herein.

Section 3.2 Obligations of the Association with Regard to Common Facilities.

(a) The following shall be Common Facilities: the entrance monuments, private storm sewer systems, including the retention pond and infiltration basins, street signs, sidewalks if any, all of which shall be subject to the control and regulation by the Association.

(b) The Association shall be responsible for the ownership operation maintenance, repair and replacement of the Common Facilities.

(c) If the Association fails to properly maintain the Common Facilities, Butler Township may at its sole discretion and after a 30 day notice, enter onto the Property and perform any needed maintenance. In such case, Butler Township may file a municipal lien against all of the Lots in the planned community. Such lien may include

the actual cost of maintenance, 15% for overhead, statutory interest and costs of collection.

Section 3.3 Other Obligations of Association.

(a) The Association shall be also responsible for only those other obligations imposed by the Act or assumed by the Association pursuant to powers allowed by the Act.

**ARTICLE IV:
ASSESSMENTS AND LIEN FOR ASSESSMENTS.**

Section 4.1 Assessment for Common Expenses.

(a) When Made. Assessments shall be made at least annually, based on a budget adopted at least annually. Lots are not assessed until occupied by people, or six (6) months after conveyance of a Lot to any third party by the Declarant, or upon completion of construction of a dwelling, whichever is the earlier.

(b) Resale Assessment. Upon any conveyance or re-conveyance of a Lot, the Purchaser shall pay an assessment of three (3) times the current monthly assessment.

(c) Allocation and Interest. Except for assessments under Subsection (d), all Common Expenses shall be assessed against all the Lots in accordance with the Common Expense Liability allocated to each Lot in the case of Common Expenses and in accordance with Subsection (d) in the case of Special Allocation of Expenses. Any past due assessment or installment thereof shall bear a late fee after 10 days of \$20.00 and interest at the rate of fifteen (15%) percent per year unless the Board establishes a lower or higher rate or imposes late charges.

(d) Special Allocations of Expenses. If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Lot.

Section 4.2 Lien for Assessments.

(a) General Rule. The Association has a lien on a Lot for any assessment levied against that Lot and for fines imposed against it Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire

outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved. Nothing in this Section shall be construed to prohibit actions or suits to recover sums or to prohibit the association from taking a deed in lieu of foreclosure.

(c) Statement of Unpaid Assessments. The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Lot and any credits of surplus in favor of his Lot. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Board and every Owner. The board shall make a charge for the statement. The charge is \$50.00, and it may be changed from time to time.

Section 4.3 Capital Improvements. The Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Facilities and improvements thereon, but any such special assessment shall require the approval of 60% of the Association. Nothing herein shall limit the authority of the Board to levy assessments for Common Expenses.

ARTICLE V:
ALLOCATION OF VOTES; COMMON EXPENSE
LIABLITILES; MAIXIMUM NUMBER OF LOTS.

Section 5.1 Votes and Common Expense Liabilities. Each Lot shall have one Vote in the Association. Each Lot shall pay an equal percentage of the Common Expenses of the Association subject to special allocations which shall be made by the Association.

Section 5.2 Lien and Personal Liability for Common Expense Liability. Any Assessment shall be an assessment levied against such Lots and a lien against the Lot(s) and the Owner from the time the assessment or fine becomes due.

Section 5.3 Maximum Number of Lots. The maximum number of Lots that may be created in the Planned Community is 47.

ARTICLE VI:

MEMBERSHIP IN ASSOCIATION.

Section 6.1 Membership. Every Owner shall be a member of the Association. Membership may not be separated from ownership of a Lot.

**ARTICLE VII:
MONTHLY PAYMENTS, SUBORDINATION, ASSIGNMENT.**

Section 7.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month including Special Allocation of Expenses. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board.

Section 7.2 Subordination of Certain Charges. To the extent not inconsistent with Section 4.2, any fees, charges, late charges, fines and interest which may be levied by the Board shall be subordinate to the lien of a Mortgage on a Lot.

Section 7.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Board.

**ARTICLE VIII:
ENJOYMENT OF COMMON FACILITIES; MEMBERSHIP;
EXCLUSIVITY OF CONTROLLED ELEMENTS.**

Section 8.1 Enjoyment of Lot by Owner. An Owner shall have the exclusive right to the enjoyment of his Lot and all improvements thereon, notwithstanding that a portion of the Lot may contain Common Facilities and subject to any rights of others as set forth in the Declaration and the rights and obligations of the Association as set forth in the Declaration and the Act. No Owner shall in any way interfere with, obstruct or impede the use of any access driveway or lateral or other driveway into the dwelling of another Owner.

**ARTICLE IX:
BUILDING AND USE RESTRICTIONS**

Section 9.1 Use Restrictions. The following shall be restrictions on the use of the Lots and Property.

(a) None of the Lots shall be used for any primary purpose other than as a residence for the use of one person or one family. No profession or home industry shall be conducted without the approval of the Board.

(b) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot which may become a nuisance to the neighbors.

(c) No exterior television antennas, large satellite dishes, or antenna towers are permitted except when located where it is not substantially visible from any street.

(d) No outside storage upon any Lot for any truck, tractor, motorcycle, all-terrain-vehicle, mobile home, boat, boat trailer, house trailer, or other transportation device of any kind for more than fourteen consecutive days, unless approved by the Board. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot visible from any street. Vehicles may not be parked overnight on the streets. No motorcycles, motorbikes, all-terrain-vehicles, go-carts, snowmobiles or motor-powered vehicles shall be operated on any Common Facilities. The Board may adopt rules and regulations concerning the operation of vehicles in the Planned Community.

(e) No sign of any kind shall be displayed except one sign of not more than five (5) square feet advertising the Lot for sale or rent.

(f) No trees having a diameter of six (6) inches or more (measured from a point two feet above the ground level) shall be removed without authorization of the Board except by Declarant. The Board may adopt rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property.

(g) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or household pets may be kept; provided, further, they are not kept, bred, or maintained for any commercial purposes. The Board may adopt rules with regard to number and types of pets permitted, deposits and disposition of animal waste and other matters related to pets.

(h) No lumber, material, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure.

(i) Trash, garbage or other waste shall be kept in sanitary containers concealed from public view except on collection days and shall be disposed of in such manner as prescribed by the Rules and Regulations adopted by the Board.

(j) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by the Owner.

(k) No structure of a temporary character, above ground swimming pool, dog house, fenced dog run, animal pen, trailer, shack, garage, barn or other out-building shall be used on any Lot except by the Declarant.

(l) All household pets must be leashed when outside of an enclosed area. No pets shall be tied up outside the residence.

(m) No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from any balconies, patios, decks or porches if visible from the street. Balconies, porches, patios and decks shall be kept free and clear of rubbish, debris and other unsightly material.

(n) No Lot shall be occupied by more than two person per bedroom.

(o) No Lots may be further subdivided without the consent of the Association and the Declarant.

(p) The finished living area for any ranch or split-level type dwelling shall contain not less than 1,500 square feet; and any one and one-half or two story dwelling shall contain not less than 2,000 square feet. No basement level (whether finished or unfinished), porch, attic, or garage shall be included in square footage computation. All dwellings must have a two (2) car or larger garage.

(q) All driveway, walks and front stairs shall be constructed of poured in place concrete.

(r) All building plans for proposed structures shall be submitted to Declarant or its designated agent for approval as to compliance herewith and for design compatibility and harmony with other home sin the plan prior to the beginning of construction. One set of approved plans may be retained by Declarant to insure that the structure is built in accordance with the approved plans. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by Decalarant or its designated agent is endorsed on the original plans.

(s) All dwellings constructed on any Lot shall be finished with suitable exterior building material which shall extend to within six (6) inches of the finish grade of each Lot. Exposed concrete or concrete block foundations are prohibited.

(t) All areas disturbed in connection with construction shall be top soiled to a minimum depth of four inches, then landscaped and seeded, sodded or planted with ground cover that will blend with the area within six months or during the next immediate growing season after the erection of the dwelling on the Lot, which ever occurs first.

(u) Each Lot shall have a minimum of two (2), two inch (2") caliper DBH (diameter at breast height) street trees in the front yard. Lots with more than 100' feet of street frontage shall have one tree for each 50 feet.

(v) The trees required above must be installed on any given Lot within one year of the date that an Owner or Builder first accepts a deed of conveyance for the Lot from Declarant.

(w) In addition to the above required plantings, all Lots shall have a minimum of fifteen (15) shrubs planted in front of the dwelling within one year of occupancy.

(x) Each Lot shall have an exterior post lamp, illuminated from dusk to dawn, with a 25 watt high efficiency fluorescent bulb and installed eighteen feet behind the asphalt curb.

(y) No structure other than a single family dwelling shall be erected on any Lot except an architecturally compatible bath house if used in connection with an in ground swimming pool, an architecturally compatible picnic shelter, architecturally compatible storage building not to exceed eight (8) feet by ten (10) feet by eight (8) feet high or an architecturally compatible detached garage. Architecturally compatible means of a design and use of materials that is similar to and complements the dwelling that is on the Lot. Chain link fencing is prohibited, but a high quality metal fence, vinyl fence or wooden fence may be approved as proved herein. All detached structures or fences must be approved by Declarant and Association and be located in the rear yard and as permitted by the municipal government.

(y) All debris resulting from clearing, excavation, construction and/or grading of each Lot must be removed weekly by the builder or owner of the Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot. The Owner agrees to comply with all requirements of the Pennsylvania Department of Environmental Protection and the Butler County Conservation District including the complete use of on-lot erosion and sedimentation controls during construction.

(z) Each Owner agrees to protect the asphalt street paving and the curbs from damage during dwelling construction. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed the Lot Owner whose lot abuts said curbs or the paving that has been damaged.

(aa) Should the Owner fail to complete and/or maintain the above required improvements including, but not limited to, lights, landscaping, and trees, paving and erosion and sedimentation controls, or violates the within covenants in any way, then the Declarant has the following rights:

(1) Authorization. Owner hereby irrevocably authorizes Declarant after thirty (30) days written notice of a default of Owner's obligations to enter onto the property and either Declarant or its agents, servants, or employees shall have the right to perform the improvements required. The Owner hereby irrevocably retains Declarant in the event of default of its obligations, to act as its contractor for the performance of the work necessary to complete the required improvements.

(2) Payment for Work. Upon completion of the required improvements by the Declarant or its agents, servants or employees, Owner shall within ten (10) days of invoice, pay to Declarant the actual costs of said improvements plus

twenty percent (20%) for Declarant's efforts in arranging for and completing the required improvements. Invoices not paid within ten (10) days of the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

(3) Collection of Payment. In the event that Owner fails to make payment on invoice as required by these sections or Declarant is required to take any action to enforce these sections then Declarant shall be entitled to reasonable attorney's fees and court costs incurred in the enforcement or collection of any sums due.

(4) Mechanics' Lien. Owner hereby acknowledges the intention of Declarant to complete the required improvements, Owner also acknowledges and agrees that the improvements are of a substantial and permanent character and constitute improvements under the Mechanics' Lien Law of 1963, 49 P.S. Section 1101 et. seq. ("Mechanics' Lien Act"). The improvements constructed by Declarant pursuant to this Section constitute an integral and material part of the buildings and other structures that have been constructed on the Lot. Owner acknowledges that Declarant shall have the right, pursuant to the Mechanics' Lien Act, to file a lien against the Lot upon which any work has been performed; and that Declarant shall have all rights available to it under the Mechanics' Lien Act.

(cc) Declarant reserves the right to alter, modify and change and grant variances from the within covenants, from time to time, so long as in Declarant's sole judgment, the alteration, modification and change does not adversely or detrimentally affect the harmony of the other Lots. All purchasers of any Lot for themselves, their heirs, successors and assigns covenant and agree to such future alteration, modification and change and irrevocably appoint Declarant as their attorney-in-fact to execute, acknowledge and deliver any necessary documents to effectuate such alteration, modification, change or variance.

ARTICLE X:
BUTLER AREA SEWER AUTHORITY REQUIREMENTS

Section 10.1 For all Lots in the development, the builder and property owner of a dwelling shall acknowledge and verify, prior to the occupation of the dwelling, that:

(a) Sanitary manholes installed within this development have not been or may not be covered or buried without the express written approval of the Authority.

(b) Inspection tees have been or shall be completed to grade in accordance with Authority Rules and Regulations, BASA Drawing No. 8.

(c) Service lateral clean-outs and vented traps have been or shall be installed in accordance with Authority Rules and Regulations, BASA Drawing No. 13.

**ARTICLE XI:
DECLARANT RIGHTS.**

Section 10.1 Reservation. Notwithstanding anything herein to the contrary, Declarant reserves the following Declarant Rights:

- (a) To create and modify Common Facilities and Lots within the Planned Community.
- (b) To convert or subdivide a Lot into Common Facilities.
- (c) To appoint or remove an officer of the Association or a Board member during any period of Declarant Control under Section 5303 of the Act.
- (d) To maintain signs, offices and models in the Property.

**ARTICLE XII:
EASEMENTS TO FACILITATE
COMPLETION AND EXPANSION.**

Section 11.1 Easement. Declarant has an easement through the Lots and Common Facilities as may be reasonably necessary for the purpose of completing the development.

Section 11.2 Utility Easements. The Lots and Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. Any easement shall be located so as not to materially interfere with the use or occupancy of any dwelling.

Section 11.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Property for the purpose of maintaining and correcting drainage of surface water, The easement created by this Section 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 property as closely to its original condition as practicable.

Section 11.4 Utility Connections. Declarant shall have the right to connect utilities from the other parts of the Planned Community in order to furnish utility services to such other parts.

**ARTICLE XIII:
APPOINTMENT OF BOARD MEMBERS.**

Section 12.1 Appointment of Board Members.

(a) All Owners shall be members of the Association and shall be entitled to one (1) vote. In addition, the Declarant shall be entitled to one (1) vote for each Lot that it owns.

(b) Declarant shall appoint three (3) members to the Board.

(c) No later than sixty (60) days following conveyance of 25% of the Lots that may be created by Declarant, at least one (1) member of the Board shall be elected by the Lot Owners other than the Declarant.

(d) Until 75% of the Lots are sold in the Plan, Declarant shall have the right to appoint or remove two (2) members to the Board. Thereafter, members of the Board shall be elected by the Lot Owners.

(e) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before sale of 75% of the Lots. In that event the Declarant may specify that actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

ARTICLE XIV: AMENDMENT OF DECLARATION.

Section 13.1 (a) Number of Votes Required. Subject to subsection (d), the Declaration may be amended by vote of at least 67% of the Association and the consent of the Declarant.

(b) Limitation of Action to Challenge Amendment. No action to challenge the validity of an amendment adopted by the Association or Declarant may be brought more than one year after the amendment is recorded.

(c) Recording Amendment. Every amendment to the Declaration shall be Recorded.

(d) When Unanimous Consents or Declarant's Joinder Required. Except to the extent expressly permitted or required by other provisions of the Act, without unanimous consent of all Owners affected, no amendment may create or increase Declarant's Rights, alter the terms or provisions governing the completion or conveyance of Common Facilities or increase the number of Lots, the Common Expense Liability or voting strength in the Association allocated to a Lot, is restricted. In addition, no Declaration provisions pursuant to which any Declarant's Rights have been reserved shall be amended without the express written joinder of the Declarant.

(e) Technical Corrections. Except as otherwise provided herein, if any amendment is necessary in the judgment of the Board or Declarant in the case of any of the following, then the Board or Declarant may effect an appropriate corrective

amendment without the approval of the Owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection:

- (1) Cure an ambiguity or mistake;
- (2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration; or
- (3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in a planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation;

Section 13.2 Rights of Secured Lenders. Any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Lots shall be complied with if, at the time such amendment is submitted to the Owners for their approval, one or more mortgages on Lots is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE XV: TERMINATION OF PLANNED COMMUNITY.

Section 14.1 Requirements. Until June 1, 2036, the Planned Community may be terminated only by agreement of Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of the Declarant, so long as Declarant Owns any Lot.

ARTICLE XVI: RULES AND REGULATIONS:

Section 15.1 Adoption; Fines. The Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations herein. The Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Owners, their families, guests, invitees and agents, unless canceled or modified by vote of at least 67% of the Association and the consent of the Declarant. The Board shall have authority to impose reasonable monetary fines and other reasonable

sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations.

**ARTICLE XVII:
VIOLATIONS.**

Section 16.1 Enforcement. The Association, the Declarant or any Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association or the Declarant (including reasonable attorneys' fees) shall be chargeable to the Owner violating such provision, and shall constitute a lien on the Lot. Before an individual Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Board and the Association given a reasonable opportunity to take appropriate action.

**ARTICLE XVIII:
OTHER PROVISIONS.**

Section 17.1 Insurance. The association shall maintain such insurance as is required by Section 5312 of the Act. The Association may carry any other insurance it deems appropriate.

Section 17.2 Severability. Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect.

Section 17.3 Waiver of Use. No member may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Lot owned by him from the liens and charges hereof, by abandonment of his Lot or by any conveyance or covenant severing the rights and benefits from the Lot. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Owner at the time of the assessment levy not subject to set-off or counterclaim.

Section 17.4 Person and Gender. As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

Section 17.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other

right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

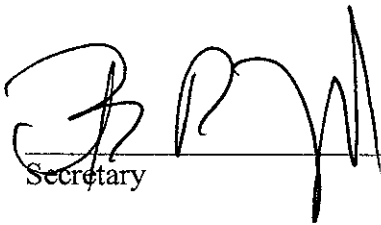
Section 17.6 Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be binding except that this Section shall not apply to Declarant.

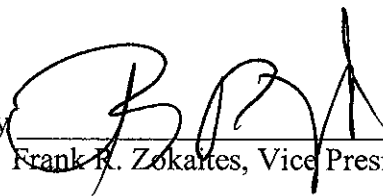
Section 17.7 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said Wyncrest Development, Inc. has executed these presents on the 9 day of MAY, 2007.

ATTEST:

WYNCREST DEVELOPMENT, INC. a
Pennsylvania Corporation.


Secretary

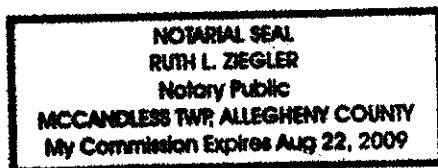
By 
Frank R. Zokaites, Vice President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On this 9 day of MAY, 2007, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared **FRANK R. ZOKAITES** who being duly sworn according to law deposes and says that he is the Vice President of Wyncrest Development, Inc., and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

In witness whereof, I have hereunto set my hand and seal.




Notary Public
My Commission Expires:

EXHIBIT "A"
To the Declaration of Planned Community of Wyncrest Estates

LIENS AND ENCUMBRANCES

1. All matters set forth on the Wyncrest Estates Plan of Lots, as recorded in Butler County, Pennsylvania, in Plan Book Volume 298, pages 38 to 40.
2. Easement from John Marchyshyn to the Commonwealth of Pennsylvania Department of Highway for an outlet ditch recorded in DBV 900, page 765.
3. Right of way from Robert L. Singer, Jr. and Dorothy R. Singer, husband and wife, to Butler Area Sewer Authority dated January 9, 1979 and recorded in DBV 1088, page 168.
4. Right of way from John Marchyshyn to West Penn Power Company dated May 15, 1964 and recorded in DBV 810, page 551.
5. Right of way from John Marchyshyn to Anderson Natural Gas Company dated July 29, 1964 and recorded in DBV 837, page 94.
6. Right of way agreement from Robert L. Singer, Jr. and Dorothy Singer, husband and wife, to West Penn Power Company dated April 20, 1988 and recorded in DBV 1400, page 162.
7. Right of way from Dorothy Singer, Executrix of the Estate of John Marchyshyn to John L. Marchyshyn and Karen Marchyshyn, husband and wife, dated September 20, 1969 and recorded in DBV 910, page 70.
8. Right of way to West Penn Power Company by agreement of October 14, 1965 as shown on survey of North Hills Engineerings, Inc. dated May 2, 2005 Drawing 03-015.
9. Sanitary sewer easement from S.R. 3007 through the Singer parcel extending to Wyncrest Drive as shown on the survey of North Hills Engineering, Inc. dated May 2, 2005 Drawing 03-015.
10. 20 foot wide URD easement to West Penn Power Company along the common boundary line of the property with West Penn Power Company as shown on the survey of North Hills Engineering, Inc. date May 2, 2005, Drawing No. 03-015.
11. All matters as shown on the survey of North Hills Engineering Inc. dated May 20, 2005, Drawing No. 03-015.
12. Right of Way from Wyncrest Development, Inc. to T.W. Phillips Gas and Oil Co., dated April 10, 2007, Recorded in Deed Book Volume _____, page _____.

Exhibit "B"
To the Declaration of Planned Community of Wyncrest Estates

Schedule of Lots

Lot 1	Wyncrest Drive	Lot 25	Wyncrest Drive
Lot 2	Wyncrest Drive	Lot 26	Wyncrest Drive
Lot 3	Wyncrest Drive	Lot 27	Wyncrest Drive
Lot 4	Wyncrest Drive	Lot 28	Wyncrest Drive
Lot 5	Wyncrest Drive	Lot 29	Wyncrest Drive
Lot 6	Mary Beth Drive	Lot 30	Wyncrest Drive
Lot 7	Mary Beth Drive	Lot 31	Wyncrest Drive
Lot 8	Mary Beth Drive	Lot 32	Wyncrest Drive
Lot 9	Mary Beth Drive	Lot 33	Wyncrest Drive
Lot 10	Mary Beth Drive	Lot 34	Wyncrest Drive
Lot 11	Mary Beth Drive	Lot 35	Wyncrest Drive
Lot 12	Wyncrest Drive	Lot 36	Wyncrest Drive
Lot 13	Wyncrest Drive	Lot 37	Wyncrest Drive
Lot 14	Wyncrest Drive	Lot 38	Wyncrest Drive
Lot 15	Wyncrest Drive	Lot 39	Wyncrest Drive
Lot 16	Wyncrest Drive	Lot 40	Wyncrest Drive
Lot 17	Wyncrest Drive	Lot 41	Wyncrest Drive
Lot 18	Wyncrest Drive	Lot 42	Wyncrest Drive
Lot 19	Wyncrest Drive	Lot 43	Wyncrest Drive
Lot 20	Wyncrest Drive	Lot 44	Wyncrest Drive
Lot 21	Wyncrest Drive	Lot 45	Wyncrest Drive
Lot 22	Wyncrest Drive	Lot 46	Mary Beth Drive
Lot 23	Wyncrest Drive	Lot 47	Mary Beth Drive
Lot 24	Wyncrest Drive		