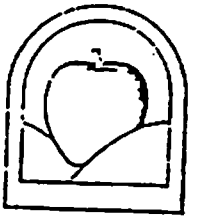
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR

The Links

Cluster Homes



TREESDALE

Pittsburgh's Master-Planned Community

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

APPLICABLE TO

THE LINKS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 16th day of September, 1992, by Trees Development Company, a Pennsylvania general partnership ("Declarant"), with joinder by The Links Development Associates, a Pennsylvania general partnership ("Developer") for the specific purpose of subjecting the real property which it owns, as described on Exhibit "A", to the terms hereof.

W I T N E S S E T H

Declarant is the master developer of the community located in Allegheny County and Butler County, Pennsylvania, known as Treesdale. Developer is the owner of the property described on Exhibit "A" attached hereto, which is a portion of the property comprising the Treesdale community and which was previously made subject to the Community Declaration (as defined in Article I) by that certain Second Supplemental Declaration of Covenants, Conditions and Restrictions for Treesdale recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 8743, Page 637. Declarant is the owner of the real property described on Exhibit "B" attached hereto, which property may hereafter be made subject to the Community Declaration pursuant to the authority set forth in Article IX, Section 1 thereof. By filing of this Declaration, the Declarant and Developer desire to impose additional covenants on the property described in Exhibit "A", and such additional property as may hereafter be subjected to this Declaration pursuant to Article X, for purposes of creating a neighborhood within the Treesdale community to be known as The Links.

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

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

Article I
DEFINITIONS

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

1.1. "Area of Common Responsibility": The Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration or other applicable covenants or contracts become the responsibility of the Association.

1.2. "Articles of Incorporation" or "Articles": The Articles of Incorporation of The Links Homeowners Association, Inc., as filed with the Department of State, Commonwealth of Pennsylvania.

1.3. "Association": The Links Homeowners Association, Inc., a Pennsylvania nonprofit corporation, its successors or assigns.

1.4. "Base Assessment": Assessments levied on all Units subject to assessment under Section 11.7 to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 11.1 and 11.2.

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

1.6. "By-Laws": The By-Laws of The Links Homeowners Association, Inc., attached as Exhibit "C" and incorporated by reference, as they may be amended from time to time.

1.7. "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.3 of the By-Laws.

1.8. "Common Area": All real and personal property which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, which may include easements.

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

1.10. "Community Association": Treesdale Community Association, Inc., a Pennsylvania nonprofit corporation, its successors and assigns.

1.11. "Community Declaration": The Declaration of Covenants, Conditions, and Restrictions for Treesdale, recorded on December 10, 1992, in

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Deed Book Volume 8620 , Page 40, et seq., in the public records of Allegheny County, Pennsylvania, as it may be amended and supplemented from time to time.

1.12. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

1.13. "Developer": The Links Development Associates, a Pennsylvania partnership, or any successor or assign who is designated as the Developer hereunder in a recorded instrument executed by the immediately preceding Developer.

1.14. "Member": A Person entitled to membership in the Association.

1.15. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

1.16. "Mortgagee": A beneficiary or holder of a Mortgage.

1.17. "Mortgagor": Any Person who gives a Mortgage.

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

1.19. "Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.20. "Properties": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article X.

1.21. "Special Assessment": Assessments levied in accordance with Section 11.4 of this Declaration.

1.22. "Specific Assessment": Assessments levied in accordance with Section 11.5 of this Declaration.

1.23. "Supplemental Declaration": An amendment or supplement to this Declaration filed pursuant to Article X which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.24. "Unit": Each separately platted lot shown on a recorded subdivision plat of the Properties, whether improved or unimproved, which is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land which is part of the Unit as well as any improvements thereon. The term shall not include Common Areas or property dedicated to the public.

Article II
TREESDALE COMMUNITY ASSOCIATION, INC.

This Declaration is intended to supplement the Community Declaration as it applies to the Properties. Every Owner, by acceptance of an interest in any Unit, acknowledges that he or she is subject to the Community Declaration, in addition to this Declaration, and that he or she is automatically a member of and subject to assessment by the Community Association, as well as The Links Homeowners Association, Inc.

In addition to all of the rights and obligations which are conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Community Declaration and the By-Laws of Treesdale Community Association, Inc. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Community Association pursuant to the Community Declaration and the By-Laws of the Community Association. The Association shall take no action in derogation of the rights of, or contrary to the interests of the Community Association.

Article III
PROPERTY RIGHTS

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

(a) This Declaration, the Community Declaration and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

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

(d) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section 5.9;

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

(f) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Section 15.2.

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

Article IV
ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Community Declaration, this Declaration, the By-Laws, the Articles of Incorporation and Pennsylvania law.

4.2. Membership. Every Owner shall be a member of the Association. No Owner, whether one or more Persons, shall have more than one membership per Unit owned. If a Unit is owned by more than one Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 4.3 and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights and privileges of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

4.3. Voting. The Association shall have two classes of membership, Class "A" and Class "B."

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

Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 4.2; there shall be only one vote per Unit.

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

(b) Class "B". The sole Class "B" Member shall be the Developer. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration and the By-Laws,

are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in Section 3.3 of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in Section 3.18 of the By-Laws.

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

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

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

Article V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

5.2. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant or the Developer may convey to the Association improved or unimproved real estate located within the properties described in Exhibits "A" or "B," personal property, and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed. The Declarant shall convey the initial Common Area to the Association prior to the conveyance of a Unit to any Person.

5.3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules governing the use of the Properties, consistent with Article XIII of this Declaration, the Community Declaration and with the rules and regulations of the Community Association. This requirement of consistency shall not preclude the Association from adopting rules which are more restrictive than the provisions of the Community Declaration or the rules of the Community Association.

5.4. Enforcement. The Association may impose sanctions for violations of this Declaration, the By-Laws, or rules in accordance with procedures set forth in the By-Laws, including reasonable monetary fines and suspension of the right to vote and to use any facilities or amenities within the Common Area. In addition, the Association, through the Board, in accordance with Section 3.23 of the By-Laws, may exercise self-help to cure

violations, and may suspend any services it provides to the Unit of any Owner who is more than 30 days delinquent in paying any assessment or other charge due to the Association. The Association may seek relief in any court for violations or to abate nuisances.

The Community Association shall be entitled to enforce the provisions of this Declaration to the same extent as the Association or any Owner. The failure of the Community Association to enforce any of the limitations, restrictions, conditions or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, the Community Association as a result of such failure. The prevailing party in any action at law or in equity instituted by the Community Association to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation, reasonable attorneys' fees.

The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and may permit Allegheny County to enforce ordinances on the Properties for the benefit of the Association and its Members.

5.5. Implied Rights; Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

5.6. Governmental Interests. For so long as the Declarant owns any property described on Exhibits "A" or "B," the Declarant may designate sites within the Properties for fire, police, water, and utility facilities, parks, and other public facilities. The sites may include Common Areas and may also include property not owned by Declarant, provided the owner consents to such designation.

5.7. Indemnification. The Association shall indemnify every officer, director, and committee member of the Association as provided in the By-Laws. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available, as determined by the Board in its sole discretion.

5.8. Dedication of Common Areas. The Association may dedicate portions of the Common Area to Pine Township or Allegheny County, Pennsylvania, or to any other local, state, or federal governmental entity, subject to such approval as may be required by Section 15.2.

5.9. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, NOR THE DEVELOPER, NOR ANY

SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, AND NONE OF THEM SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, ANY SUCCESSOR DECLARANT, DEVELOPER AND ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

Article VI
MAINTENANCE

6.1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, without limitation:

(a) the exterior surfaces of all Units, including, without limitation, any brick, siding, or other exterior facade, any roof surfaces, underlayment or roof decking, any driveways, sidewalks, patios, decks and any shutters, trim, soffits, gutters, downspouts, or other exterior fixtures, except exterior lighting. In addition, the Association shall be responsible for painting or staining, as appropriate, and replacement, if needed, of exterior window, door and skylight units and frames, including entry and garage door units; provided, however, all costs connected with such window, door or skylight replacement shall be assessed against the Units on which such work is performed as a Specific Assessment under the provisions of Section 11.5. The Association shall have no responsibility for keeping driveways, sidewalks, patios or decks neat and clean, or for the maintenance, repair or replacement of any glass surfaces except when the entire window, door or skylight unit requires replacement;

(b) all landscaping and other flora, ponds, open space, structures, and improvements, including, without limitation, any walls or fences, sidewalks, streetlights, entry monuments, signage and parking areas, situated upon the Common Area;

(c) landscaping and other flora and signage within any public utility easement or right-of-way within the Properties (subject to the terms of any easement agreement relating thereto) unless responsibility therefor has been assigned to or assumed by the Community Association pursuant to the Community Declaration;

(d) all landscaping on Units, except that the Association shall have no responsibility for maintenance of landscaping installed by the Owner or occupant of a Unit, or for replacement of landscaping materials, plants or

trees which are damaged or destroyed due to disease, weather conditions or other causes beyond the Association's reasonable control, except to the extent that the Board expressly agrees to assume responsibility for such maintenance or replacement, respectively;

(e) any irrigation system(s) serving the Units and Common Areas, except that the Association's responsibility shall be limited to routine maintenance and it shall have no responsibility for repairs to or replacement of the irrigation system lying within the boundaries of any Unit except to the extent expressly assumed by the Board; and

(f) such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Developer, so long as Declarant owns any property described on Exhibits "A" or "B."

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

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

The Association shall perform its maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard as set forth in Section 6.3. In the event that the Association fails to maintain such a standard of performance, the Community Association shall be authorized to assume the maintenance responsibilities of the Association hereunder and under the Community Declaration and to assess all costs thereof to the Owners as a Neighborhood Assessment pursuant to Article X of the Community Declaration.

6.2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, except to the extent that such maintenance responsibility is assigned to or otherwise assumed by the Association.

Each Owner shall be responsible for snow and ice removal from driveways and sidewalks on his or her Unit unless the Association, in its sole discretion, expressly assumes such responsibility. In either case the Association shall not be liable to any Person for personal injury or property damages of any kind in connection with the removal of, or failure to remove,

ice or snow from driveways or sidewalks, including scraping damage to driveway or sidewalk surfaces.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and specifically assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 11.5. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

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

Article VII
INSURANCE AND CASUALTY LOSSES

7.1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Units and on the Common Area, and for all insurable improvements on other portions of the Area of Common Responsibility to the extent that the Association has responsibility for maintenance, repair and/or replacement in the event of a loss. If blanket "all-risk" coverage is not generally available at reasonable cost, as determined by the Board in its sole discretion, then either special perils coverage or fire and extended coverage, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property.

The Association also shall obtain a public liability policy on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a $1,000,000.00 combined single limit as respects bodily injury and property damage and at least a $3,000,000.00 limit per occurrence and in the aggregate.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses; provided, if the insurer provides a breakdown on a per Unit basis of the total premium for insurance on the Units, then that portion of such premium allocable to each Unit shall be assessed against the Unit as a Specific Assessment pursuant to Section 11.5, unless otherwise approved by a

two-thirds vote of the Members. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.23 of the By-Laws, that the loss is the result of the negligence or willful conduct of one or more Owners, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 11.5.

All insurance coverage obtained by the Board shall:

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

(b) be written in the name of the Association as trustee for the benefit of Association, its Members, and their Mortgagees, as their interests may appear;

(c) vest in the Board exclusive authority to adjust losses and receive proceeds; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and

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

The Board shall be required to use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the

Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Owners' policies from consideration under any "other insurance" clause; and

(e) require at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available (as determined in the sole discretion of the Board), and flood insurance, if advisable.

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

7.2. Owners Insurance.

(a) In the event the Association can not obtain insurance on the Units as required in Section 7.1, and only in that event, each Owner, by virtue of taking title to a Unit, covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Unit(s) and structures thereon providing full replacement cost coverage less a reasonable deductible.

(b) Each Owner further covenants and agrees that, if required to carry property insurance pursuant to this Section 7.2, then in the event of damage to or destruction of structures on or comprising his Unit, he shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XII of this Declaration. The Owner shall pay any costs which are not covered by insurance proceeds.

(c) Each Owner acknowledges that insurance carried by the Association on the Units will not insure any Owner's Unit contents or other personal property, or insure against any Owner's personal liability arising out of the use of the Unit. Insurance for these risks is the responsibility of each Owner.

7.3. Damage and Destruction.

(a) Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall file and adjust all

insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

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

(c) In the event of damage to or destruction of a Unit covered by insurance written in the name of the Association, the Association shall use the insurance proceeds to repair or restore the damage or destruction, , notwithstanding any contrary language in any Mortgage.

(d) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

7.4. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

7.5. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction of property insured by the Association, the Board of Directors shall, without a vote of the Members, levy Special Assessments against all Units to cover the shortfall.

Article VIII
NO PARTITION

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

Article IX
CONDEMNATION

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

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Developer, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration, and Members representing at least 75% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Sections 7.4 and 7.5, regarding funds for the repair of damage or destruction, shall apply.

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

Article X
ANNEXATION AND WITHDRAWAL OF PROPERTY

10.1. Property Subject to Community Declaration. Notwithstanding the annexation rights set forth in this Article X, no property shall hereafter be made subject to this Declaration unless at the time it is made subject hereto it is subject to the Declaration of Covenants, Conditions, and Restrictions for Treesdale.

10.2. Annexation Without Approval of Membership. Until all property described on Exhibit "B" has been subjected to this Declaration or December 31, 2002, whichever is earlier, Declarant may unilaterally subject to the provisions of this Declaration all or portions of the real property described in Exhibit "B." Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require the Declarant, Developer, or any of their respective successors, to annex or develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Such annexation shall be accomplished by filing a Supplemental Declaration annexing such property in the public records of Allegheny County, Pennsylvania. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other

than Declarant, and Developer. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

10.3. Annexation With Approval of Membership. The Association may annex real property other than that described on Exhibit "B," and after December 31, 2002, any property described on Exhibit "B," to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the consent of the Developer so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 10.2.

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

10.4. Withdrawal of Property. So long as it has a right to annex additional property pursuant to Section 10.2, the Declarant reserves the right to amend this Declaration for the purpose of removing property from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Developer's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties. Such withdrawal shall not require the consent of any Person except Developer and the owner of the property to be withdrawn, if other than Declarant.

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

Article XI
ASSESSMENTS

11.1. Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments authorized hereunder: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 11.4; and (c) Specific Assessments as described in Section 11.5. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments to the Association, in addition to such assessments as may be levied by the Community Association pursuant to the Community Declaration.

All assessments, together with interest (at a rate not to exceed the highest rate allowed by Pennsylvania law) as computed from the date the

delinquency first occurs, reasonable late charges, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 11.6. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

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

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or 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.

During the Class "B" Control Period, Developer may annually elect either to pay regular assessments on all of its unsold Units, notwithstanding the commencement date for assessments set forth in Section 11.7 or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Developer otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Developer shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Developer's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

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

11.2. Computation of Base Assessment. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses for the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 11.3.

The Base Assessment shall be levied equally against all Units and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board may take into account the number of Units subject to assessment under Section 11.7 on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to become subject to assessment during the fiscal year.

So long as the Declarant has the right unilaterally to annex additional property pursuant to Section 10.2, the Developer may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 11.1), which may be either a contribution or an advance against future assessments due from the Developer, in the Developer's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Developer to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Developer.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to be delivered to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least 75% of the total Class "A" votes in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

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

11.3. Reserve Budget and Capital Contribution. The Board shall annually prepare a reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the budget period.

11.4. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Class "A" Members representing at least 51% of the total Class "A" votes, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

11.5. Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against Units receiving benefits, items, or services not provided to all Units within the Properties that are incurred either (a) upon request of the Owner of a Unit for specific items or services relating to the Unit, or (b) as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests, or (c) pursuant to the authority set forth in Sections 6.1(a) and 7.1. The Association may also levy a Specific Assessment against any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules, provided the Board gives prior notice to the Unit Owner and an opportunity for a hearing in accordance with Section 3.23 of the By-Laws.

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

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf-and (b) no assessment shall be levied on it; rather, each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid Common Expenses and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally

liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 11.7, including such acquirer, its successors and assigns.

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

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

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

11.10. Exempt Property. The following property shall be exempt from payment of Base Assessments and Special Assessments:

(a) All Common Area; and

(b) Any property dedicated to and accepted by any governmental authority or public utility (except that utility easements across Units shall not affect the Unit's liability for assessments).

Article XII
ARCHITECTURAL STANDARDS

12.1. General. No structure shall be placed, erected, or installed upon any Unit, and no improvements (including staking, clearing, excavation, grading and other site work) exterior alteration of existing improvements, and planting or removal of landscaping materials shall take place except in compliance with this Article, and with approval of any Architectural Review Committee appointed by the Board under Section 12.2.

Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

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

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

The provisions for architectural control contained in this Declaration shall be in addition to, and not in lieu of, the architectural control provisions contained in Article XI of the Community Declaration. The granting of approval for proposed work hereunder shall not dispense with the need also to comply with the approval procedures set forth in the Community Declaration. All proposed construction, modifications, alterations and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Community Declaration.

The architectural rules and guidelines promulgated pursuant to this Declaration shall be consistent with the rules and guidelines promulgated by the New Construction Committee and the Modifications Committee established pursuant to the Community Declaration. Notwithstanding the above, the Architectural Review Committee established pursuant to Section 12.2 may impose stricter rules and guidelines for architectural control than those established pursuant to the Community Declaration.

12.2. Architectural Review. The Board of Directors may establish an Architectural Review Committee (ARC) to consist of at least three and no more than five persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The members of the Committee need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board. Review of all applications for construction and modifications under this Article shall be handled by the ARC.

If the Board elects not to appoint a separate ARC, then the Board may serve as the ARC hereunder or, in its sole discretion accept the actions of the New Construction Committee or the Modifications Committee (as the case may be) under the procedures established in the Community Declaration. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review.

12.3. Guidelines and Procedures.

The Board or ARC may adopt and amend design standards and guidelines ("Design Guidelines") governing all construction and modifications to Units,

except as specifically exempted under Section 12.1. Any amendments to the Design Guidelines shall apply to construction and modifications commenced after the date of such amendment only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The Board or ARC shall make the Design Guidelines available to Owners who seek to engage in any construction or modifications to their Units and all persons shall conduct their activities in accordance with such Design Guidelines. The ARC may also promulgate, as part of the Design Guidelines, detailed procedures and standards governing the architectural review process.

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

In the event that the ARC fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines or the design guidelines promulgated pursuant to the Community Declaration, unless a variance has been granted in writing pursuant to Article XI of the Community Declaration or Section 12.5 below, as appropriate.

12.4. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

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

12.6. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or

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modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Developer, the Declarant, the Association, the Board, the ARC, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit.

12.7. Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or the Developer, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the Association, its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

Article XIII
USE GUIDELINES AND RESTRICTIONS

13.1. Plan of Development: Applicability: Effect. Declarant has established a general plan of development for the Properties as a Neighborhood under the Community Declaration in order to protect all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the community. The Properties are subject to the land development, architectural, and design guidelines set forth in the Community Declaration and in Article XII of this Declaration, as well as the provisions of the Community Declaration and this Declaration governing individual conduct and uses of or actions upon the Properties. The Community Declaration, this Declaration and resolutions the Board or the Members may adopt pursuant to this Article and Section 5.3 establish affirmative and negative covenants, easements, and restrictions on the Properties.

All provisions of the Community Declaration, this Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and

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all occupants of the leased Unit shall be bound by the terms of the Community Declaration, this Declaration, the By-Laws, and the rules of the Association.

13.2. Authority to Promulgate Use Guidelines and Restrictions.

(a) Subject to the terms of this Article XIII and in accordance with its duty to exercise sound business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Use Restrictions set forth on Exhibit "E." Prior to any such action, the Board shall conspicuously publish notice of the proposal at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Upon approval of any such action, the Board shall send a copy of the rule to each Owner at least 30 days prior to its effective date. The rule shall become effective unless disapproved at a meeting by Members representing at least 2/3 of the total Class "A" votes and by the Class "B" Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon petition of the Members as required for special meetings in By-Laws Section 2.4.

(b) The Members, at a meeting duly called for such purpose as provided in By-Laws Section 2.4, may adopt, repeal, modify, limit, and expand Use Guidelines and Restrictions and implement rules by a vote of 2/3 of the total Class "A" votes and the approval of the Class "B" Member, if any.

(c) The Association shall provide, without cost, a copy of the Use Guidelines and Restrictions and rules then in effect to any requesting Member or Mortgagee.

13.3. Owners' Acknowledgment. All Owners and occupants of Units are given notice that use of their Units is limited by the Use Guidelines and Restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by this provision and that the Use Guidelines and Restrictions and rules may change from time to time.

13.4. Rights of Owners. Except as may be specifically set forth in the Community Declaration (either initially or by amendment) or in Exhibit "E" attached hereto, neither the Board nor the Members may adopt any rule in violation of the following provisions:

(a) Equal Treatment. Similarly situated Owners and occupants shall be treated similarly.

(b) Religious and Holiday Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Units of the kinds normally displayed in residences located in single-family residential neighborhoods shall not be abridged,

except that the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

(c) Household Composition. No rule shall interfere with the freedom of occupants of Units to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(d) Activities Within Unit. No rule shall interfere with the activities carried on within the confines of Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible outside the Unit, that block the views from other Units, or that create an unreasonable source of annoyance.

(e) Pets. The Association may adopt reasonable regulations designed to minimize damage and disturbance to other Owners and occupants, including regulations requiring damage deposits, waste removal, leash controls, noise controls, occupancy limits based on size and facilities of the Unit and fair share use of the Common Area. Nothing in this provision shall prevent the Association from requiring removal of any animal that presents an actual threat to the health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.

(f) Allocation of Burdens and Benefits. The initial allocation of financial burdens and rights to use Common Areas among the various Units shall not be changed to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of Common Areas, or from denying use privileges to those who abuse the Common Area, violate rules or this Declaration, or fail to pay assessments. This provision does not affect the right to increase the amount of assessments as provided in Article XI.

(g) Alienation. No rule shall prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit, for any period greater than two months. The Association may require that Owners use lease forms approved by the Association, but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to the Association of its costs to administer that lease or transfer.

(h) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Developer's right to develop in accordance with the recorded development plats for the Properties.

(i) Abridging Existing Rights. If any rule would otherwise require Owners to dispose of personal property which they owned at the time they acquired their Units, such rule shall not apply to any such Owners without their written consent.

The limitations in this Section 13.4 shall not apply to amendments to this Declaration.

Article XIV
EASEMENTS

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

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

Declarant specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this easement shall not extend to permitting entry into the dwelling on any Unit, nor shall any utilities be installed or relocated on the Properties, except as approved by the Board or Developer.

14.3. Easements to Serve Additional Property. The Declarant hereby reserves for itself, Developer and their duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, without limitation, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

14.4. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance pursuant to Article VI hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, By-Laws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

14.5. Easement to Treesdale Community Association, Inc. The officers, agents, employees and independent contractors of the Community Association shall have a nonexclusive easement to enter upon the Properties for the purpose of performing or satisfying the duties and obligations of the Community Association as set forth in the Community Declaration, its by-laws and rules and regulations.

Article XV
MORTGAGEE PROVISIONS

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

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

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

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

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

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

15.2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Members representing at least 67% of the total Association vote entitled to be cast thereon consent, the Association shall not:

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

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (Any action, including contracts, by the Board shall not be subject to this provision if such action is otherwise authorized by this Declaration or the By-Laws);

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

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

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

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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

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

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

15.4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 15.3 (a) and (b), or to the addition or withdrawal of land in accordance with Article X.

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

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

(i) voting;

(ii) assessments, assessment liens, or subordination of such liens;

(iii) reserves for maintenance, repair, and replacement of the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use the Common Area;

(vi) responsibility for maintenance and repair of the Properties;

(vii) expansion or contraction of the Properties or the addition, annexation, or withdrawal of Properties to or from the Association;

(viii) boundaries of any Unit;

(ix) leasing of Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

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

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

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

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

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

Article XVI
DECLARANT'S AND DEVELOPER'S RIGHTS

Any or all of the special rights and obligations of the Developer or

the Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and Developer and duly recorded in the public records of Allegheny County, Pennsylvania.

So long as construction and initial sales of Units shall continue, the Developer may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices. The Developer shall have easements for access to and use of such facilities.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Developer's and Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records of Allegheny County, Pennsylvania.

This Article may not be amended without the written consent of the Developer and Declarant. The rights contained in this Article shall terminate upon the earlier of (a) 20 years from the date this Declaration is recorded, or (b) upon recording by Developer of a written statement that all sales activity has ceased.

Article XVII
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

17.1. Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Developer, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties thereby avoiding the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles of Incorporation (collectively "Claim"), except for those Claims exempted in Section 17.2, shall be subject to the procedures set forth in Section 17.3.

17.2. Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 17.3:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article XI (Assessments);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article XII (Architectural Standards) and Article XIII (Use Guidelines and Restrictions); and

(c) any suit between Owners (other than the Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the law of the Commonwealth of Pennsylvania in the absence of a claim based on the Declaration, By-Laws, Articles or rules of the Association, if the amount in controversy exceeds $5,000.00.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 17.3, but there shall be no obligation to do so.

17.3. Mandatory Procedures For All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) Notice. The Claimant shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

(2) the basis of the Claim (i.e., the provisions of this Declaration, the By-Laws, the Articles or rules or other authority out of which the Claim arises);

(3) what Claimant wants Respondent to do or not do to resolve the Claim; and

(4) that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

(1) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(2) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

(1) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of Endispute, Inc., the Center for Conflict Resolution, or such other independent agency in the metropolitan Pittsburgh area providing mediation services upon which the Parties may mutually agree.

(2) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(3) Respondent shall not be released under Subsection (c)(2) if Respondent fails or refuses to cooperate with Claimant in selecting a Mediator, or in participation in the mediation proceedings.

(d) Arbitration.

(1) If the Parties do not resolve the Claim through mediation, the Claimant shall have 30 days following termination (as determined by the mediator) of mediation proceedings ("Termination of Mediation") to submit the Claim to arbitration in accordance with the Rules of Arbitration contained in Exhibit "D" or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(2) If the Parties agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of the arbitration proceedings, the Award shall be enforceable under the terms of the Pennsylvania arbitration act. 42 Pa. C.S.A. § 7301 et seq..

(3) Unless the Parties agree in writing to be bound by the arbitrator's decision (the "Award") prior to the commencement of arbitration proceedings under the foregoing paragraph, any Party shall be free to reject the Award and sue in any court of competent jurisdiction or initiate proceedings before any appropriate administrative tribunal.

17.4. Allocation of Costs of Resolving Claims.

(a) Each Party shall bear all of its own costs incurred prior to and during the proceedings described in Section 17.3 (a), (b) and (c), including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 17.3(c).

(b) Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 17.3(c) and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in this subsection.

If any of the Parties rejects the Award and any nonrejecting Party pursues a judicial resolution under Section 17.3(d)(3), and the final judgment is either the same as the Award or more advantageous to any nonrejecting Party, each such nonrejecting Party shall be entitled to recover its Post Mediation Costs from the rejecting Party. If there is more than one rejecting Party, such nonrejecting Party's Post Mediation Costs shall be allocated pro rata among all rejecting Parties.

17.5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 17.3 and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 17.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

Article XVIII
GENERAL PROVISIONS

18.1. Term. This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding each extension, agreeing to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein; provided, however, the regime created by this Declaration shall not be terminated without the prior written consent of the board of directors of the Community Association.

18.2. Amendment.

(a) By Declarant. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the

Units; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as the Declarant still owns property described in Exhibits "A" or "B" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 75% of the total Class "A" votes in the Association, including 75% of the Class "A" votes held by Members other than the Developer, and the consent of the Declarant, so long the Declarant has an option to subject additional property to this Declaration pursuant to Section 10.2. In addition, the approval requirements set forth in Article XV hereof shall be met, if applicable.

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

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

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

No amendment to this Declaration which materially affects the rights or interests of the Community Association shall be valid unless approved in writing by the board of directors of the Community Association.

18.3. Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Community Declaration; provided, however, in the event of conflict between or among the provisions of this Declaration, the By-Laws, Articles of Incorporation or rules and regulations pursuant thereto and the Community Declaration, its by-laws, articles of incorporation or rules and regulations, those of Community Association shall be superior to those of the Association. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Community Association.

18.4. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

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

18.6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article XI; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the board of directors of the Community Association and is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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

18.7. Compliance. Every Owner and occupant of any Unit shall comply with this Declaration, the By-Laws, and the rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Unit Owner(s).

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

18.10. Indemnification By Developer. By execution below, Developer acknowledges and accepts the rights and responsibilities of Developer under this Declaration, and agrees to indemnify and hold Declarant harmless from any and all claims, losses, damages and costs (including reasonable attorneys fees and court costs actually incurred) related to or arising out of Developer's

18.4. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

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

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18.10. Indemnification By Developer. By execution below, Developer acknowledges and accepts the rights and responsibilities of Developer under this Declaration, and agrees to indemnify and hold Declarant harmless from any and all claims, losses, damages and costs (including reasonable attorneys fees and court costs actually incurred) related to or arising out of Developer's

acts or failures to act in its capacity as Developer under the Declaration, the By-Laws or the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 15th day of September, 1992

DECLARANT: TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership

By: _____ [SEAL]
Jess R. Gift, President

Attest: _____ [SEAL]
Its _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

TO WIT:

On this, the 15th day of September, 1992, before me, the undersigned officer, personally appeared Jess R. Gift, who acknowledged himself to be the President of TREES DEVELOPMENT COMPANY, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

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

_____ [SEAL]
NOTARY PUBLIC

My commission expires:

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

(CONTINUED ON NEXT PAGE)

JOINDER BY DEVELOPER

IN WITNESS WHEREOF, the undersigned Developer, The Links Development Associates, hereby joins in the execution of this Declaration for the specific purpose of subjecting the real property described on Exhibit "A" which it owns to the terms of this Declaration.

This 14th day of Sept, 1992.

DEVELOPER: THE LINKS DEVELOPMENT ASSOCIATES, a Pennsylvania general partnership

BY: MONTGOMERY & RUST, INC., a Pennsylvania corporation, its general partner

By: _____ [SEAL]
Its: President

Attest: _____ [SEAL]
Its: Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

TO WIT:

On this, the 14th day of Sept, 1992, before me, the undersigned officer, personally appeared J. Mowry Rust, who acknowledged himself to be the President of MONTGOMERY & RUST, INC., a Pennsylvania corporation, general partner of THE LINKS DEVELOPMENT ASSOCIATES, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

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

_____ [SEAL]
NOTARY PUBLIC

NOTARIAL SEAL
RUTH A. SCHMIDT, NOTARY PUBLIC
PINE TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 12, 1992

My commission expires _____

Member, Pennsylvania Association of Notaries

(SIGNATURES CONTINUED ON NEXT PAGE)

BY: RENAISSANCE REALTY CORP., a
Pennsylvania corporation, its general partner

By: _____ [SEAL]
Its: President

Attest: _____ [SEAL]
Its: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

TO WIT:

On this, the 15th day of September, 1992, before me, the undersigned officer, personally appeared Marshall J. Butler who acknowledged himself to be the President of RENAISSANCE REALTY CORP., a Pennsylvania corporation, general partner of THE LINKS DEVELOPMENT ASSOCIATES, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

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

_____ [SEAL]
NOTARY PUBLIC

My commission expires:

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

(SIGNATURES CONTINUED ON NEXT PAGE)

BY: ERI REALTY, INC., a Pennsylvania corporation, its general partner

By: Frederick H. Allen [SEAL]
Its: President

Attest: Joseph L. Dick [SEAL]
Its: Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

TO WIT:

On this, the 15th day of September, 1992, before me, the undersigned officer, personally appeared Frederick H. Allen, who acknowledged himself to be the President of ERI REALTY, INC., a Pennsylvania corporation, general partner of THE LINKS DEVELOPMENT ASSOCIATES, a Pennsylvania general partnership, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself.

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

Kathryn E. Williams [SEAL]
NOTARY PUBLIC

My commission expires:

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

WPPDOC17--08/21/92

EXHIBIT "A"

Land Initially Submitted

ALL THOSE CERTAIN tracts or parcels of land situate in Pine Township, Allegheny County, Pennsylvania, being Lot Nos. 1 through 12, inclusive, as shown on that certain plan of lots recorded in Plan Book Volume 176, Pages 81-84 of the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.