

ASSIGNMENT OF DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
FOR THE ABBEY WOODS PLAN OF LOTS

THIS ASSIGNMENT (this "Assignment") is made this 21 day of October, 2001 by Timothy D. Kelly, t/d/b/a T. D. Kelly Company, a sole proprietorship (the "Assignor"), to Abbey Woods Development, Inc, a Pennsylvania corporation (the "Assignee").

WITNESSETH:

WHEREAS, on March 20, 1996, the Declarant recorded that certain Declaration of Covenants, Conditions, Reservations and Restrictions for The Abbey Woods Plan of Lots (the "Declaration") in Deed Book Volume 2608, Page 657, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, the Assignor executed that certain First Amendment to the Declaration on or about the date hereof in order to make additional real property subject to the Declaration (the "First Amendment") (the Declaration and the First Amendment are together, the "Amended Declaration"); and

WHEREAS, Assignor desires to assign and Assignee desires to assume all of Assignor's right, title, interest and obligations under the Amended Declaration.

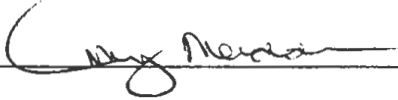
NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, and sets over unto Assignee, its successors and assigns, all right, title and interest of the Assignor in, to and under the Amended Declaration.

2. Assignee hereby accepts such assignment and assumes all obligations of Assignor under the Amended Declaration and agrees to be bound by the terms and provisions thereof.

WITNESS the due execution hereof as of the date first above written.

WITNESS:





Timothy D. Kelly, t/d/b/a
T. D. Kelly Company

ATTEST:

ABBEY WOODS DEVELOPMENT, INC.


By: _____
Timothy D. Kelly, President

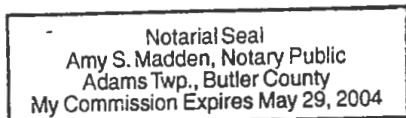
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler)

On the 24 day of October, 2001, before me, a notary public, the undersigned officer, personally appeared Timothy D. Kelly, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

[Signature]
Notary Public



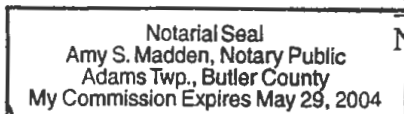
(SEAL) My Commission Expires. Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler)

On the 24 day of October, 2001, before me, the undersigned officer, personally appeared Timothy D. Kelly, who acknowledged himself to be the President of ABBEY WOODS DEVELOPMENT, INC. and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

[Signature]
Notary Public



(SEAL) My Commission Expires. Member, Pennsylvania Association of Notaries

After recording, return to:
Linda B. McClintock
Babst, Calland, Clements & Zomir, P. C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR THE ABBEY WOODS PLAN OF LOTS
TOWNSHIP OF JACKSON, COUNTY OF BUTLER,
COMMONWEALTH OF PENNSYLVANIA**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS (this "Declaration") is made as of the 11 day of December, 2001, by ABBEY WOODS DEVELOPMENT, INC., a Pennsylvania corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant and Timothy D. Kelly, t/d/b/a T. D. Kelly Company ("Kelly") are the owners of the real property described in Section 2.1 of this Declaration and have created thereon a community named Abbey Woods;

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas and other community facilities, and, to this end, desires to subject the real property described in Section 2.1 to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, on March 20, 1996, Kelly recorded that certain Declaration of Covenants, Conditions, Reservations and Restrictions for the Abbey Woods Plan of Lots, dated March 20, 1996 and recorded in the Butler County Recorder's Office (the "Recorder's Office") at Deed Book Volume 2608, page 657 (the "Original Declaration") for the Abbey Woods Plan of Lots; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Abbey Woods and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering all common and community properties and facilities and administering and enforcing of the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, a non-profit corporation called Abbey Woods Homeowners Association has been incorporated under the laws of the Commonwealth of Pennsylvania for the purpose of exercising the functions aforesaid within Abbey Woods; and

WHEREAS, on November 5, 2001, Kelly recorded that certain First Amendment to the Declaration, dated October 24, 2001 and recorded in the Recorder's Office at Instrument Number 200111050031543, in order to make additional real property subject to the Original Declaration (the "First Amendment"); and

WHEREAS, pursuant to that certain Assignment of Declaration, dated October 24, 2001 and recorded on November 5, 2001 in the Recorder's Office at Instrument Number 200111050031544, Kelly assigned and Declarant assumed all of Kelly's right, title, interest and obligations under the Original Declaration and First Amendment (the "Assignment"); and

WHEREAS, Declarant recorded that certain Second Amendment to Declaration, dated October 24, 2001 and recorded on November 5, 2001 in the Recorder's Office at Instrument Number 200111050031545 in order to make additional real property subject to the Original Declaration (the "Second Amendment"), and portions of such real property shall be used for construction of a townhouse community; and

WHEREAS, in addition to this Declaration, the lot owners in such townhouse community shall be subject to a second declaration of covenants, conditions, reservations and restrictions applicable to the lot owners in the townhouse community only and Declarant shall create a new organization to which should be delegated and assigned the powers of owning, maintaining and administering all common and community properties and facilities and the administering and enforcing of the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, a non-profit corporation called Abbey Woods Townhouse Homeowners Association has been incorporated under the laws of the Commonwealth of Pennsylvania for the purpose of exercising the functions aforesaid within the townhouse community.

NOW, THEREFORE, Declarant declares that the real property described in Section 2.1, and such additions thereto as may hereafter be made pursuant to Section 11.1 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to provisions herein and Declarant amends and restates the Original Declaration (as amended by the First Amendment, the Assignment, and the Second Amendment) in its entirety as follows:

WITNESSETH:

ARTICLE I
DEFINED TERMS

1.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the meanings set forth below or in the recitals above, unless otherwise defined herein.

(a) "Association" means the Abbey Woods Homeowners Association, a Pennsylvania non-profit corporation, its successors and assigns.

(b) "Board of Directors" means the Board of Directors of the Association.

(c) "Building(s)" means any buildings constructed or erected on the Real Estate.

(d) "By-laws" means the By-laws of the Association, as amended from time to time.

(e) "Common Area(s)" means Parcels A and B as shown on the Plats and all other real property, including improvements thereto and facilities thereon, owned or areas of easement held in favor of the Declarant and/or the Association or administered thereto by the Declarant and/or the Association for the common use and enjoyment of the members of the Association. The Common Areas include streets, landscaped areas, storm water detention ponds, sewage treatment plant, sewage treatment appurtenances, wells, water treatment appurtenances and green spaces as shown on the Plats, but may also include in the future parking areas and community structures.

(f) "Common Expenses" means the expense of owning, operating and maintaining the Common Areas (including plantings and landscaping, stone entry markers, underground sediment basins, detention ponds, water and sewage systems and improvements related thereto), and of providing all common community services required or desired for the general use and benefit of all Lot Owners, which expenses shall include, but not be limited to, real estate taxes and liability insurance.

(g) "Declarant" means the declarant described in Section 2.1 hereof and all successors to and assigns of any of Declarant's rights, including, without limitation, the Association at the expiration of the Declarant Control Period.

(h) "Declarant Control Period" means that date on which Declarant relinquishes control of the Association, as more particularly set forth in Section 7.2 herein.

(i) "Declaration" means the Original Declaration, as amended by the First Amendment, the Assignment, the Second Amendment, this document, and any future amendments hereto made from time to time.

(j) "DEP" means the Department of Environmental Protection.

(k) "Indemnified Parties" or "Indemnified Party" means the Declarant, the Board of Directors and/or the officers, employees and agents of the Association, collectively or individually.

(l) "Lot" means a lot in the Real Estate and/or as described in the Plats, with the exception of the Parcels A and B and any other areas labeled Common Area as shown thereon, as well as any other areas that meet the definition of the term Common Area hereunder.

(m) "Lot Owner" means the owner in fee simple of any Lot, including the Declarant, but shall not include any person or persons under contract to purchase a Lot (until such contract is fully performed and legal title conveyed of record).

(n) "Plat(s)" means the Abbey Woods plans referenced in Section 2.1 hereof and any other subdivision plat or plats recorded, or to be recorded, subdividing and re-subdividing the Real Estate and portions thereof, as the same may be amended from time to time.

(o) "Real Estate" means the real estate described in Exhibit "A", and additions thereto, as are subject to this Declaration.

(p) "Rules and Regulations" means those certain written rules and regulations promulgated by Declarant and/or the Association, as amended from time to time.

(q) "Sewage Agreement" means that certain Agreement dated October 14, 1993 by and among Kelly, the Association and the Township pertaining to the construction, operation and maintenance of the sewage treatment plant and sewage treatment appurtenances that are part of the Common Areas.

(r) "Townhouse Lots" mean Lots 221 through and including 226 in the Plats, as such lots may be further subdivided, and any additional real estate designated as townhouse lots from time to time.

(s) "Township" means Jackson Township, Pennsylvania.

ARTICLE II

PROPERTY DESCRIPTION AND SUBMISSION; SUCCESSION

2.1 Property Ownership and Description. Declarant and Kelly are the owners of certain real property situate in Jackson Township, Butler County, Pennsylvania, which property has been subdivided pursuant to the Abbey Woods Plan of Lots, as recorded in the Recorder's Office in Plan Book 183, page 23, as revised in Plan Book 189, page 13, Plan Book 193, page 49, Plan Book 193, page 50, Plan Book 205, page 41 and Plan Book 221, pages 11-13. The legal description of the parcels of real property in the Plats that are subject to this Declaration is attached hereto as Exhibit "A" and is incorporated herein by reference.

2.2 Submission. Declarant hereby submits the real property described in Section 2.1 above to the following covenants, conditions, reservations and restrictions.

2.3 Succession. At the expiration of the Declarant Control Period, the Association shall succeed to the position of Declarant with respect to the provisions, and the term "Declarant" herein shall then mean the Association.

ARTICLE III

EASEMENTS

3.1 Easements. In addition to easements already shown on the Plats, Declarant hereby creates the following easements:

(a) Easement for Sales Offices, Management Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models on any of the unsold Lots and Common Areas and to relocate such models, management offices and sales offices from time to time anywhere on any of the unsold Lots and Common Areas. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales office, management offices and models shall be limited to activities connected with Abbey Woods and no other plan. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Areas in such manner, of such size and in such locations as Declarant deems appropriate. Upon the relocation of a model, management office or sales office on the Common Areas, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed part of the Common Areas and any personal property not so removed shall be deemed the property of the Association.

(b) Easement for Advertising Signs. Declarant shall have the right to maintain and relocate on any unsold Lots and Common Areas such advertising signs and entrance signs as Declarant, in its sole discretion, may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time enter upon all areas of the Common Areas for purposes of maintaining, removing and relocating all such advertising signs and entrance signs and promotional materials.

3.2 Utility Easements. The Real Estate shall be and hereby is made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots, street rights of way and the Real Estate. Notwithstanding the foregoing provision of this Section 3.2, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or as shown on the Plats, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

In addition to the foregoing easement rights, the Declarant and the Association, their contractors, subcontractors, agents and employees shall have the right to utilize, free of any requirement for reimbursement, water, electricity and any other utility service in place upon any Lot, which may be necessary or appropriate to carry out and complete the installation, repair, restoration, maintenance, operation and management of the Common Areas and all plants, fixtures, properties and improvements situate thereon.

3.3 Easement for Access to Real Estate. Declarant reserves a non-exclusive perpetual right of access and easement on, over, across and under those portions of the Real Estate for the

purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Real Estate, including the right to modify the location of improvements in the Common Areas so as to facilitate such ingress, egress and regress, including, without limitation, the right of removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or re-grading of landscaped areas comprising a part of the Common Areas.

3.4 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over, across and under those portions of the Common Areas for the purpose of maintaining and correcting drainage of surface and subsurface water, by and through ground contours, catch basins and drains, and other storm water management controls and techniques, in order to effectuate and maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.4 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

3.5 Declarant's Easement for Development of Real Estate. Declarant reserves an easement on, over, across and under all portions of the Common Areas for all purposes relating to the construction, development, leasing and sale of the Real Estate and improvements thereon. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

3.6 Easement for Right of Entry. An easement is hereby reserved for the right to enter upon any Lot, or any portion of any Lot, to permit the Declarant to undertake any and all maintenance, repair, replacement, upkeep or other act or action reasonably necessary or convenient to maintain the improvements constructed upon any Lot within the Real Estate in a manner and to a level in keeping with the general state of repair and condition of all other improvements constructed and installed upon the Real Estate and all Lots comprising the same. Said right of entry upon the Real Estate and all Lots comprising the same, shall extend to permit the full compliance and performance by the Declarant of all obligations, responsibilities and undertakings as set forth in this Declaration and all acts, actions and activities reasonably incident thereto and implied thereby. In addition, the subject easement for entry shall include the right, but not the obligation, of the Declarant to enter upon any Lot for emergency, security and safety reasons and to inspect for purposes of insuring compliance with this Declaration, the By-Laws and any Rules and Regulations promulgated by the Declarant or the Association. The foregoing right of entry may be exercised by the Declarant, any member of the Board of Directors, the Association, its officers, agents, employees, contractors, subcontractors and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Included within the foregoing right of entry shall be the right to enter and cure any condition which may increase the possibility of fire or any other emergency circumstances affecting health or safety within the community should the Lot Owner fail or refuse to cure the same within a five (5) days period of time after having been requested to do so by the Declarant or the Association, acting through its Board of Directors or a designee of the Board of Directors.

Said notice shall not be required, however, with respect to entry by emergency personnel acting in their official capacity. All costs incurred in effectuating any such cure shall constitute a charge and lien upon the property of the Lot Owner, the latter hereby authorizing and directing the Declarant or the President of the Association, or his or her designated representative, to act as the latter's attorney-in-fact to confess and renew said lien or charge and to enter judgment thereon.

3.7 Easement for Use of Common Areas and Common Improvements. Each Lot Owner and each person lawfully residing on the Real Estate is hereby granted a nonexclusive perpetual right and easement of access to and enjoyment in common with others in all areas designated and identified as Common Areas except for those areas around the sewage treatment and water plants and other areas set forth in this Section 3.7; provided, however, the rights and easements of access and enjoyment created hereby shall be subject to the right of Declarant and the Association to adopt Rules and Regulations governing the use of such Common Areas. No Lot Owners, other than the Lot Owners of the Townhouse Lots, shall be permitted in the open space area behind the Townhouse Lots.

3.8 Termination of Easements. The easements created by Section 3.1 and 3.5 hereof shall terminate upon the conveyance by Declarant of all of the Lots on the Plats embracing all of the Real Estate.

ARTICLE IV
COMMON AREAS; RULES AND REGULATIONS

4.1 Common Areas. Within the Common Areas are a sewage treatment plant, sewage collector system, water wells, water distribution system, storm water detention ponds and green space. The Common Areas pertaining thereto shall be conveyed by the Declarant to the Association.

4.2 Maintenance and Responsibility. The Association shall be responsible for maintaining the Common Areas, including but not limited to the operation, maintenance, repair, reconstruction or replacement of any of the improvements in the Common Areas. The Association shall be responsible for all costs associated with owning the Common Areas and shall maintain liability insurance and pay all local taxes on the Common Areas and the improvements located thereon.

4.3 Sewage System. The Association shall operate, maintain, repair and replace the sewage system at all times and shall keep it operating in compliance with all applicable laws, ordinances and regulations. In the event that the Association fails to comply with this covenant, the Township shall have the right, but not the duty, to take over on a temporary or permanent basis, at the Township's sole option, the operation of the sewage system pursuant to the terms of the Sewage Agreement. In the event that Abbey Woods becomes serviced by a public sewage system, the Association is authorized (with Declarant's prior written permission) to (a) convey the system to the Township or sewer authority; (b) authorize tap-ins to the public sewage system; (c) execute all necessary deeds, easements and/or bills of sale; and/or (d) sell whatever parts of

the system are no longer needed and give bills of sale therefor. The Township shall have the right at any time to enter the Real Estate to inspect the operation of the sewage system.

4.4 Sewage Treatment Facilities. (a) In connection with the development of the Real Estate, Declarant has had to install certain sewage treatment facilities, including a sewage treatment plant and collector system, which sewage treatment facilities shall service the Real Estate. At such time as the Declarant transfers title to such facilities to the Association, which transfer the Association is required by these covenants to accept, the Association will become responsible for and is hereby bound to assume all obligations of operation, repair, replacement and maintenance of such facilities in accordance with applicable laws and regulations. The aforesaid obligations of the Association shall only terminate upon acceptance of the sewage facilities by an appropriate sewer authority or authorities pursuant to the terms of the Sewage Agreement.

(b) The sewage treatment plant is located on that portion of the Real Estate more particularly described in the First Amendment and shown on Exhibit B to the Original Declaration.

(c) Over and above the funds escrowed pursuant to the terms of the Sewage Agreement, in order to further assure the Township that funds will be available to said parties to guarantee that the operation, repair, replacement and maintenance of the sewage treatment facilities will be in accordance with the laws, rules and regulations of the DEP and the Township, in the event that the funds escrowed under the terms of the Sewage Agreement are exhausted or not available for any reason, the following confession of judgment clause has been inserted here. The Township is hereby made beneficiary of this Declaration, and, as such beneficiary, is permitted to enter judgment against each Lot Owner in accordance with the provisions hereof. In the event that the Association receives any claim, order, demand, citation or other notice of noncompliance from the DEP or any regulatory or government agency or authority having jurisdiction over said sewage treatment facilities, and the Association has not responded within the time period afforded therein as required by the terms thereof, each Lot Owner by acceptance of the deed to a Lot, does hereby authorize and empower any attorney of any court of record within Butler County, Pennsylvania, to appear for said Lot Owner or any of them and confess judgment against said Lot Owner(s) in favor of the Township for the pro-rata portion of the remedial cost assessable to the Lot in Abbey Woods owned by said Lot Owner, together with costs and reasonable attorneys' fees, hereby authorizing issuance of a writ or writs of execution thereon forthwith. Use of this warrant of attorney shall neither exhaust the same nor affect the power to thereafter confess judgments, as a continuing remedy, to be used as often as may be required, and notwithstanding any law or rule to the contrary, a reproduced copy of this document certified by an attorney admitted to practice in any court of the Commonwealth of Pennsylvania to be true and correct shall be sufficient evidence of the contents hereof for the purpose theretofore set forth. The Association hereby subordinates any lien entered in its favor to any liens of the Township entered by reason of the enforcement by the Township of its rights hereunder. Nothing herein contained shall limit the rights of the Township to pursue other remedies available to it by law or equity or by statute, including without limitation the Municipal Claims Law, Pa. C.S.A. 53, § 7101 et seq.

4.5 Easement to the Township. All Common Areas and Lots are subject to the right of the Township or its assigns, to enter upon and over such Common Areas and Lots to perform maintenance, repair and replacement as needed with respect to the sewer facilities installed on the Real Estate. These easement rights shall include the right of ingress, egress and regress to and from sanitary sewer easements and collector lines and the sewage treatment plant installed on the Real Estate.

4.6 Rules and Regulations. The Association shall have the right to promulgate Rules and Regulations governing the use and operation of the Common Areas, including the water and sewage facilities, and to set fees for the use of those facilities, and to establish any other Rules and Regulations in order to insure the attractiveness of the Real Estate, protect and enhance the value and amenities of the Real Estate, and facilitate the operation of the Association.

ARTICLE V **USE RESTRICTIONS**

5.1 Use and Occupancy of Lots and Buildings. The use and occupancy of the Lots and Buildings shall be subject to the following restrictions:

(a) Residential Use. No part of the Real Estate shall be used for other than housing and the related common purposes for which the subdivision was designed. Each Lot shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes, except that Lots 221 through 226 (as existing and as further subdivided) shall be permitted to have townhouses located thereon. Except as otherwise set forth herein, no building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof. No improvement or structure whatsoever, other than a first class private dwelling house, patio walls, swimming pool (in-ground only) and customary outbuilding, garage or carport may be erected placed or maintained on any Lot in the Real Estate. No Lot Owner shall permit his/her Lot to be used or occupied for any prohibited purpose.

(b) Commercial Activities. Except as set forth in subsection (a) above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Real Estate; provided, however, that nothing contained in this subsection shall be construed to prevent or prohibit a Lot Owner from maintaining his/her personal professional library, keeping his personal business or professional records or accounts, handling his/her personal business or professional telephone calls or conferring with business or professional associates (in reasonable numbers and at reasonable times), on his/her Lot.

(c) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except household pets, for the pleasure and use of the occupants, subject to Rules and Regulations which may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred or maintained for any

commercial purpose; and provided further that any such permitted pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any Lot upon thirty days' written notice from Declarant, if such pet continues to create a nuisance or unreasonable disturbance after delivery of said notice.

(d) Signs. Except as provided in Section 3.1(b), no sign of any character shall be erected, placed, permitted, maintained or displayed upon any Lot except "For Rent" or "For Sale" signs, referring only to the Lot on which displayed, not to exceed six square feet in size and one sign to a Lot.

(e) Commercial Vehicles and Boats. No commercial vehicles or like equipment or mobile or stationary trailers or recreational vehicles or boats of any kind (except for construction related vehicles incident to construction on the Real Estate) shall be stored or parked on any Lot or in the Common Areas, nor shall any maintenance be performed upon any such vehicles, except while parked in a garage completely enclosed, nor parked on any residential street in the Real Estate except while engaged in transporting persons or property to or from a residence in the Real Estate (i.e. a moving van). Notwithstanding the foregoing, a trailer, recreational vehicle, mobile home or boat may be temporarily placed on such owner's Lot, for up to four hours in duration.

(f) Nuisance. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to Declarant. Each Lot Owner shall maintain his/her Lot in a safe, clean and sanitary manner and all Buildings or structures erected thereon in good order and repair and in accordance with all provisions herein set forth. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot in the area from the property line abutting any street and extending from said property line a distance of 50 feet from the rear of any Building on the Lot. On areas more than 50 feet from the rear of any Building, a Lot Owner may allow the ground to remain in the natural state. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. The Lot Owner shall keep the Lot free of unauthorized plantings, unsightly weeds, underbrush or refuse piles or other vegetation or objects. In the event that any Lot Owner shall fail or refuse to keep his/her Lot free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the Lot Owner after thirty days written notice to Lot Owner and failure of the Lot Owner to cure the same. Such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of Declarant and against such Lot for the full amount chargeable to such Lot Owner for the removal, and such amount shall be due and payable within thirty days after demand is made therefor.

(g) Obstruction of Easements. No Lot Owner shall do any work or any other act which would impair any easement or hereditament without the consent of Declarant or Association, whichever may be affected thereby.

(h) Non-Operating Non-Registered Vehicles. No Lot Owner or lawful occupier shall leave any non-operating vehicle or non-registered vehicle on or about any Lot or Common Area.

(i) Above-Ground Swimming Pools. No above-ground swimming pools may be erected on any Lot.

(j) Tents, Trailers. Except as permitted under Section 3.1 (a), no tents, trailers, vans, storage tanks or temporary accessory buildings or structures may be erected or permitted to remain on any Lot without the prior written consent of the Declarant.

(k) Fences. No fences shall be permitted to be constructed around the perimeter of any Lot except that privacy fences may be constructed around swimming pools, patios or rear yards.

(l) No Hunting. There shall be no hunting on the Real Estate.

(m) Removal of Minerals, etc. No activity, equipment or structure designed for the removal of oil, coal, natural gas, water, or any other mineral or substance shall be undertaken, erected, placed or permitted upon any part of the Real Estate.

ARTICLE VI

ARCHITECTURAL CONTROL AND DECLARANT'S RIGHTS

6.1 Declarant's Right to Control Improvements. For the purpose of further insuring the development of the Real Estate as an area of high standards, Declarant reserves the power to control the Buildings, structures and other improvements placed on each Lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as Declarant shall deem necessary and proper, in its reasonable discretion.

(a) No Building or other structure shall be commenced, erected or altered on any Lot by any party other than Declarant until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to Declarant, and Declarant shall have approved the plans, in writing, as to the harmony of external design and location in relation to the surrounding structures and improvements and the topography of the Lot and surrounding Lots. The plans required under this subsection shall be submitted to Declarant prior to any mortgage application or any submission to any governmental body for approval.

(b) Upon issuance of the building permit and commencement of the construction of any Building or other structure, the Building or other structure shall be completed within one (1) year.

6.2 Minimum Standards. Notwithstanding the foregoing right to approve building plans, the following minimum standards shall apply to all Buildings, except that subsection (c) below shall not apply to Townhouse Lots:

(a) The minimum living area for any dwelling constructed on any Lot shall be 2,500 square feet. The living area shall be determined by excluding any garages, carports, open or enclosed porches, basements, whether finished or not, and attics.

(b) The exterior of the Building shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block.

(c) All lawns must be either seeded or sodded for the entire front yard within six months or at the commencement of the next immediate growing season after erection of the residence on any Lot, whichever first occurs. In addition, each Lot shall have not less than three-inch (3") caliper deciduous trees planted in the front yard.

(d) All driveways must be paved within six (6) months from completion of the Building with asphalt, concrete or other material of comparable appearance and service approved by Declarant.

(e) The Lot Owner of a Lot on which a Building has been constructed shall erect, install and maintain a post and lamp on such Lot.

6.3 Subdivision of Lots. None of the Lots shall at any time be subdivided, provided, however, that the Declarant may subdivide the Townhouse Lots. A single Lot, together with the contiguous portion or portions of one or more Lots, may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20') feet, except for the townhouses on the Townhouse Lots.

6.4 Drought Conditions. In the event drought conditions exist in the area, Declarant shall have the right to implement a drought emergency plan and curtail water usage.

ARTICLE VII **HOMEOWNERS' ASSOCIATION**

7.1 Membership. Each and every Lot Owner agrees to and shall be and remain a member of and be subject to the obligations of this Declaration, the By-laws and the Rules and Regulations. The Lot Owner(s) of each Lot, including the Declarant with respect to each unsold Lot, shall have one vote in total with respect to each Lot. If a Lot is owned by more than one person, all co-owners shall be entitled to the privilege of ownership and all such co-owners shall be jointly and severally obligated to perform all responsibilities of Lot Owners under the provisions hereof, of the By-Laws and all Rules and Regulations. All co-owners shall determine among themselves which co-owner shall have the vote for the Lot and shall give written notice thereof to the secretary of the Association. In the event more than one Lot Owner seeks to

exercise the vote of the Lot and such written notice has not been provided, the voting privileges incident to said Lot shall be suspended until such notice has been given.

7.2 Control. (a) Until the sixtieth day after conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. The Board of Directors shall initially consist of three directors.

(b) No later than sixty days after conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, one of the three members of the Board of Directors shall be elected by Lot Owners. Declarant may not unilaterally remove any members of the Board of Directors elected by Lot Owners.

(c) No later than the earlier of (i) seven years after the date of the recording of the Original Declaration; or (ii) sixty days after eighty (80%) percent of the Lots have been conveyed to Lot Owners other than Declarant (such time period from the date hereof to the earlier of the dates described in clauses (i) or (ii) being referred to herein as the "Declarant Control Period"), all members of the Board of Directors shall resign, and a new five-member Board of Directors shall be elected/appointed as set forth in Section 7.3 below.

7.3 Representation on Board of Directors. After the expiration of the Declarant Control Period, a five-member Board of Directors shall be elected as follows:

One member shall be elected by the Lot Owners as a whole; two members shall be elected by the Lot Owners excluding the Lot Owners of the Townhouse Lots; and the remaining two members shall be elected by the Lot Owners of the Townhouse Lots only. The terms of the directors shall be as set forth in the By-laws.

7.4 Powers of the Association. The Association shall have the powers set forth in the By-Laws, which include, but are not limited to, the following:

(a) Delegation of Authority. To appoint committees of the Board of Directors (which need consist of only one member of the Board of Directors and which may include Lot Owners who are not members of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors subject to the approval and control of the Board of Directors.

(b) Contracting for Services. To engage the services of any persons (including but not limited to property managers, engineers, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors in the operation, repair, maintenance and management of the Common Areas, in connection with any duty, responsibility or right of the Association, and for interpretation and enforcement of the Declaration, and to remove and/or replace, at any time, any such personnel.

(c) Insurance. To purchase insurance in such amounts and of such types as is deemed reasonable by the Board of Directors.

7.5. Limited Liability of the Indemnified Parties.

(a) The Indemnified Parties:

(i) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Lot Owner or any other person or entity upon the Real Estate, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of any of the Indemnified Parties, and in such case, only the Indemnified Party whose willful misconduct or gross negligence caused the injury or damage will be liable;

(ii) Shall not be liable to the Lot Owners as a result of the performance of the Indemnified Parties of their duties or any mistake of judgment, negligence or otherwise, except for willful misconduct or gross negligence of an Indemnified Party, and in such case, only the Indemnified Party whose willful misconduct or gross negligence caused the injury or damage will be liable;

(iii) Shall not be liable to a Lot Owner or such Lot Owner's tenants, employees, agents, customers, invitees or guests, or to any other person or entity whatsoever, for loss or damage caused by theft of, or damage to, personal property of any such person or entity, whether situate on a Lot, or in a Building, or on the Common Areas, except for the willful misconduct or gross negligence of any of the Indemnified Parties, and in such case, only the Indemnified Party whose willful misconduct or gross negligence caused the loss or damage will be liable;

(b) The directors, officers, employees and agents of either the Association or the Declarant:

(i) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Declarant or the Association in the performance of their duties as a director, officer, employee or agent thereof;

(ii) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the willful misconduct or gross negligence in the performance of their duties, and in such case, only such director, officer, employee or agent whose willful misconduct or gross negligence caused the injury or damage will be liable; and

(iii) Shall have no personal liability arising out of the use, misuse or condition of the Common Areas, or which might in any other way be assessed against or imputed to the officers, directors, employees or agents as a result of or by virtue of their performance of their duties, except for the willful misconduct or gross negligence of such director, officer,

employee or agent, and in such case, only such director, officer, employee or agent whose willful misconduct or gross negligence caused the injury or damage will be liable.

7.6. Notice of Complaints. Complaints brought against any of the Indemnified Parties shall be directed to the Board of Directors, which shall promptly give written notice thereof to any Lot Owner affected thereby and such complaints shall be defended by the Association. The Lot Owners and the holders of mortgages on the Lots shall have no rights to participate in such defense other than through the Association unless said parties are named as individual defendants.

7.7. Indemnification Against Third Party Actions. The Association shall indemnify and hold harmless any Indemnified Party who or that was, or is, a party or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding commenced or threatened by any third person or entity (including, without limitation, Lot Owners), whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board of Directors) against expenses (including reasonable attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her/its conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she/it reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his/her/it conduct was unlawful.

7.8. Determination. To the extent that an Indemnified Party has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.7 hereof, or in defense of any claim, issue or matter therein, he/she/it shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her/it in connection therewith. Any other indemnification under Section 7.7 hereof shall be made by the Association only upon a determination that indemnification of an Indemnified Party is proper in the circumstances because he/she/it has met the applicable standard of conduct set forth in Section 7.7 hereof. Such determination shall be made either (a) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (b) by independent legal counsel in written opinion, or (c) by the Lot Owners by the affirmative vote of a simple majority of the Lot Owners at any meeting duly called for such purpose.

7.9. Advances. Expenses incurred in defending a civil or criminal action, suit, investigation or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of an Indemnified Party to repay such amount or amounts unless it ultimately is determined that such party is entitled to be indemnified by the Association as authorized by this Article.

7.10. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under any provision in the Articles of Incorporation, By-Laws, agreements, vote of disinterested Lot Owners or members of the Board of Directors, or otherwise, both as to action in his/her/it official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to the Indemnified Parties and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer, employee or agent, and further shall inure to the benefit of the heirs and personal representatives of all such persons, and shall be in addition to all other rights which such persons may be entitled as a matter of law.

7.11. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a member of the Board of Directors, an officer, employee or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified, or the provisions hereof.

ARTICLE VIII

BUDGETS; COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

8.1 Budgets and Monthly Assessments. At the annual meeting of the Association, the Declarant or the Board of Directors, as the case may be, shall prepare a budget setting forth the estimated Common Expenses for the ensuing year. The total costs and expenses as set forth in each such budget shall be divided among the total number of Lots sold as of the date of the adoption of said budget. The assessment for any Lots sold after the date of adoption of the budget shall be prorated as of the closing date for such Lot and those amounts shall be placed in a surplus account. No Lot Owners who owned their Lots on the date of adoption shall be given a credit for the prorated assessments paid by those Lot Owners who purchased their Lots after the date of the adoption of the budget. The assessment for all Common Expense assessments made in order to meet with requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable each month.

8.2 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Areas, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors and signed by an officer of the Association; provided, however, that such expenses, charges and costs are deemed approved by the Board of Directors if shown in the budget. The Board of Directors may delegate this approval authority to any other officer and/or agent. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Areas (other than for purposes of repairing, replacing and restoring portions of the Common Areas including, but not limited to, the sewage treatment and water plants) requiring an expenditure in

excess of \$25,000.00 without the prior approval of the Lot Owners entitled to cast a majority of the votes of all Lot Owners.

8.3 Reserve Fund. The Association may establish and maintain a reserve fund for replacement of any part of the Common Areas, as the Board of Directors deems appropriate (except that a reserve for replacement of the sewage treatment and water plants and equipment must be included in each annual budget and a \$10,000 balance must be maintained).

8.4 Accounting. At the annual meeting of the Association, the Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget, monthly assessments and special assessments, if any, and showing the net excess or deficit of income over expenditures plus reserves, if any.

8.5 Special Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Lot Owner's monthly assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy special assessments against all Lot Owners. Such special assessments shall be payable at and/or over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such special assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such special assessments shall become effective on a date as determined by the Board of Directors. In addition, the Board of Directors shall have the power to specifically assess the expenses of the Association against the individual Lot Owners receiving benefits, items, or services not provided to all Lot Owners; provided said expenditures were incurred either (a) upon request of the Owner of the Lot for specific items or services relating to the Lot, (b) as a consequence of conduct of the Lot Owner, or the licensees, invitees, tenants or guests of the Lot Owner, or (c) pursuant to the other obligations of Lot Owners as herein provided and upon the default of the Lot Owner to satisfy the same.

8.6 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Areas to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves, if any, for future Common Expenses shall be used for the benefit of the Association as the Board of Directors deems appropriate in its reasonable discretion.

8.7 Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the Board of Directors may, in addition to all other remedies in this Declaration contained, accelerate all other monthly and special assessments to become due for the fiscal year in which such default occurs and file a judgment lien upon the Lot or Lots of said defaulting Lot Owner.

8.8 Interest and Charges. All sums assessed by the Association against any Lot Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth day following default in payment of any assessment or other fee when due. Any delinquent Lot Owner shall also be

obligated to pay (a) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (b) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such and included within the lien and charge against said Lot or Lots as hereinafter provided.

Any fees, charges, assessments, late charges, fines and interest which may be levied by the Association which remain unpaid for a period of more than ninety (90) days after assessment shall constitute a lien or charge against the Lot or Lots of the delinquent Lot Owner. Said lien shall be subordinate to the lien of any prior recorded mortgage on a Lot.

8.9 Confession of Judgment IN ORDER TO EXPEDITE THE ASSOCIATION'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH LOT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS LOT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE BOARD OF DIRECTORS THE ATTORNEY-IN-FACT FOR SUCH LOT OWNER TO CONFESS JUDGMENT AGAINST SUCH LOT OWNER IN ANY COURT OF COMPETENT JURISDICTION. FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS ARTICLE 8 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED. IN GRANTING THIS AUTHORITY TO CONFESS JUDGMENT AGAINST THE LOT OWNER, THE LOT OWNER HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ANY AND ALL RIGHTS HE MAY HAVE, INCLUDING, BUT NOT LIMITED TO, DUE PROCESS RIGHTS AND THE RIGHT TO PREJUDGMENT NOTICE AND HEARING, THE RIGHT TO HAVE THE BURDEN OF PROOF ON THE ASSOCIATION, AND THE RIGHT TO AVOID THE COSTS AND EXPENSE ATTENDANT UPON OPENING OR STRIKING A CONFESSED JUDGMENT.

8.10 Implementation. The Association shall adopt in its By-laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VIII, and to otherwise provide for the efficient fiscal operation and management of the Common Areas and the Association itself.

8.11 Assessments Pro Rata. The Association, in imposing any assessments under this Article VIII, shall impose such assessments on a pro rata per Lot basis taking into account all sold Lots, except as provided in Section 8.5 herein. The Declarant shall not be required to pay assessments on any unsold Lots.

8.12 Rights of the Township. In the event it is necessary for the Township to take over the operation of the sewage system, either temporarily or permanently, it shall be considered the successor to the Association with respect thereto, with full assessment and lien powers granted herein to the Association. It shall have the right to use the sewer system reserve fund, if any, for

the repair or replacement of the sewage system and to assess individual Lots for any additional funds needed to repair or replace the sewage system, which assessment shall be a lien under this Declaration and shall also be enforceable in an action at law. A copy of the budget and a statement of the reserve account, if any, shall also be delivered to the Township each year.

ARTICLE IX

EFFECT AND ENFORCEMENT

9.1 Reservations and Restrictions to Run with Land. All of the provisions of this Declaration shall run with the land and each Lot Owner, by accepting a deed to any Lot, accepts the same subject to such provisions and agrees for himself/herself, his/her heirs, administrators, and assigns to be bound by each of such provisions jointly, separately and severally.

9.2 Remedies for Violations. For a violation or a breach of any of these provisions by any Lot Owner or any person claiming by, through or under any Lot Owner, or by virtue of any judicial proceedings, Declarant shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. Declarant shall give the Lot Owner thirty days' written notice of a violation and if the Lot Owner fails to cure the same after delivery of said notice, Declarant shall have the right, whenever there shall have been built or placed on any Lot any structure or other object which is in violation of the provisions herein, to enter upon the Lot where such violation of these provisions exists and summarily abate or remove the same at the expense of the Lot Owner. This right shall be in addition to Declarant's foregoing right to bring an action at law or in equity. Declarant need not provide any written notice in the event of an emergency. Any such entry and abatement or removal shall not be deemed a trespass, nor shall Declarant be liable for any damages or costs arising from such abatement or removal.

(a) Should Declarant employ counsel to enforce any of the provisions hereof, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the breaching Lot Owner and the Declarant shall have a lien upon such Lot or Lots to secure payment of all such accounts.

(b) Should a Lot Owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty days, Declarant shall have the right to interest on such lien at the maximum legal rate (but not more than fifteen (15%) percent per annum) and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the provisions herein shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure or otherwise.

(d) No delay or omission on the part of Declarant in exercising any rights, power or remedy herein provided, in the event of any breach of the provisions herein, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor

shall any action be brought or maintained by anyone whatsoever against Declarant, the Association or the Lot Owners for or on account of their failure to bring any action on account of any breach of the provisions herein, or for imposing restrictions herein which may be unenforceable by Declarant.

9.3 Severability. Each and every one of the provisions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the provisions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the provisions not so declared to be void, but all of the remaining provisions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.4 Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

9.5 Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Township or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further that no provisions herein or acts performed hereunder shall be in conflict with any Township or County zoning ordinance or law.

9.6 Incorporation of Recitals. The recitals are hereby incorporated herein by reference as if fully set forth.

9.7 Headings. The headings of the sections herein are inserted for convenience of the reference only and are not a part of and do not affect the meaning or interpretation of this Declaration.

9.8 Tenants. All tenants or other occupiers of any Lot shall comply with all restrictions set forth herein, the By-laws, and the Rules and Regulations established by the Association, as amended from time to time.

9.9 Consents. Unless otherwise specified herein, all consents required hereunder may be withheld in the sole discretion of the Declarant or Association, as the case may be.

ARTICLE X
DURATION OF COVENANTS,
RESTRICTIONS, RESERVATIONS AND SERVITUDES

10.1 Duration. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against any Lot Owner regardless of how he/she acquired title, until January 1, 2015 on which date these covenants, conditions, reservations and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on the Real Estate or any Lot Owner; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the Lot Owners of seventy-five (75%) percent of the Lots shall by written instrument duly recorded and signed by an officer of the Association declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any and all liens or other reversions for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall continue to subsist and be fully enforceable.

ARTICLE XI
TOWNHOUSES; TOWNHOUSE DECLARATION

11.1 Townhouse Development. The Declarant shall have the right to market and sell the Townhouse Lots for the construction of townhouses thereon. The Townhouse Lots are in the process of being subdivided. The owners of such Townhouse Lots shall be subject to this Declaration and shall also be subject to the Declaration of Covenants, Conditions, Reservations and Restrictions for Abbey Woods Townhouses, as set forth in Exhibit B attached hereto and made a part hereof.

ARTICLE XII
AMENDMENTS

12.1 Amendments. Except as otherwise provided in Section 12.2 hereof, this Declaration may be amended by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners.

12.2 Other Amendments. If any amendment is necessary in the judgment of the Declarant to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof, or to change, correct or supplement anything appearing or failing to appear in the Plats which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of any applicable law or governmental or municipal rule or regulation, the Declarant may, at any time and from time to time, effect such amendment without the approval of the Lot Owners or their mortgagees, upon receipt by the Declarant of an opinion from legal counsel to the effect that the proposed amendment is permitted within the terms of this Section, together with a like opinion from an independent registered architect or licensed professional

engineer with respect to any such amendment to the Plats. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Declarant.

12.3 Amendments - Common Areas. In addition to compliance with Section 12.1 hereof, no provision of this Declaration dealing with Common Areas can be amended without at least seventy-five percent (75%) approval of the members of the Townhouse Association, as defined in Exhibit B hereto.

ARTICLE XIII
RELEASE OF DECLARANT

13.1 Acknowledgement and Release. Each Lot Owner by accepting the deed to a Lot comprising the Real Estate hereby acknowledges and agrees that Declarant shall incur no liability or responsibility to said Lot Owner because of the creation of, recordation of, or otherwise, resulting directly or indirectly from the existence of any of the provisions of this Declaration, or the application, or the interpretation thereof. Neither the inclusion of any specific term, condition or provision, or the omission thereof, shall constitute or create any basis for a claim, demand, action or cause of action against the Declarant. Each Lot Owner hereby agrees expressly to release any and all claims against the Declarant arising, or allegedly to have arisen, directly or indirectly, from the creation and recordation of this Declaration or any act or action undertaken hereunder. Any Lot Owner violating the provisions of this release shall be liable to the Declarant for all costs and expenses incurred by the latter in defending the same, including any awards or judgments entered therein and all costs of suit and reasonable attorney's fees.

SECTION XIV
SALE OR TRANSFER OF TITLE

14.1 Sale or Transfer of Title. Any Lot Owner intending to sell or otherwise transfer title to a Lot shall give the Board of Directors written notice of the name and address of the proposed purchaser or transferee not less than fifteen (15) days prior to the said date of transfer. Said notice shall include the proposed date of transfer and such other data and information as the Board of Directors may reasonably request by appropriate Rule and Regulation. The transferor, notwithstanding the transfer of title to the Lot, shall continue to be jointly and severally liable with the transferee for all obligations relating to a Lot, including assessment obligations, for periods prior to the date of transfer.

IN WITNESS WHEREOF, Declarant has caused its name to be signed to these presents by its duly authorized officer on the day and year first above written.

ATTEST:

ABBHEY WOODS DEVELOPMENT, INC.

By: _____
Timothy D. Kelly, President

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR THE ABBEY WOODS PLAN OF LOTS**

THIS FIRST AMENDMENT (this "Amendment") is made this 27th day of October, 2001 by Timothy D. Kelly, t/d/b/a T. D. Kelly Company (the "Declarant").

WITNESSETH:

WHEREAS, on March 20, 1996, the Declarant recorded that certain Declaration of Covenants, Conditions, Reservations and Restrictions for The Abbey Woods Plan of Lots (the "Declaration") in Deed Book Volume 2608, Page 657, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, pursuant to Article XII, Section 12.1 of the Declaration, Declarant may unilaterally subject other real property to the Declaration.

NOW, THEREFORE, Article I, Section 1.1 of the Declaration is amended as follows:

1. At the end of Article I, Section 1.1, the following is added:

Other real property which is, and shall be held, transferred, sold, surveyed, and conveyed subject to this Declaration, is located in the County of Butler, Commonwealth of Pennsylvania, and is more particularly described in Exhibits A-1 and A-2 attached hereto and incorporated herein by reference as if specifically set forth herein and which additional real property shall also hereinafter be referred to as "Real Estate". This real property shall not be subject to the limitation that it be used for single family residences. The real property described in Exhibits A-1 and A-2 shall be used for a water treatment plant, sewage plant and common area green space for the Real Estate and such other purposes as the Declarant shall reasonably determine.

2. The definition of "Common Facilities and Common Spaces" in Article II, Section 2.1 (g) is hereby deleted and restated in its entirety as follows:

(g) "Common Facilities and Common Spaces" means the storm water detention pond, sewage treatment plant, sewage treatment appurtenances, wells, water treatment appurtenances and green space as shown on the Plans.

3. Section 4.1 of Article IV is hereby deleted and restated in its entirety as follows:

4.1 Common Facilities and Common Spaces. The Plan contains a sewage treatment plant, sewage collector system, water wells, water distribution system, storm water detention ponds and green space. The common facilities shall be conveyed by the Declarant to the Association.

4. Except as amended hereby, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Declaration of Covenants, Conditions, Reservations and Restrictions for Abbey Woods Plan of Lots to be executed on the date first above written.

DECLARANT:



Timothy D. Kelly, t/d/b/a
T. D. Kelly Company

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler)

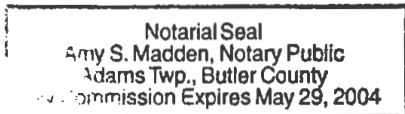
On the 24 day of October, 2001, before me, a notary public, the undersigned officer, personally appeared Timothy D. Kelly, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Amy S. Madden
Notary Public

(SEAL)

My Commission Expires:



Pennsylvania Association of Notaries

After recording, return to:
Linda B. McClintock
Babst, Calland, Clements & Zomnir, P. C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222

EXHIBIT A-1

LEGAL DESCRIPTION

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Parcel "A" of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the easterly side of St. Ives Way at the southwest corner of Lot 209 of the same plan:

THENCE North 42 degrees 47 minutes 30 seconds East for a distance of 34.69 feet along the southern edge of Lot 209 to a point

THENCE North 64 degrees 11 minutes 58 seconds East for a distance of 428.57 feet along the southern edge of Lot 209 and 208 to a point

THENCE North 44 degrees 26 minutes 32 seconds East for a distance of 262.99 feet along the southern edge of Lot 208 to a point

THENCE North 13 degrees 17 minutes 07 seconds West for a distance of 50.00 feet along the eastern edge of Lot 208 to a point

THENCE North 62 degrees 43 minutes 32 seconds East for a distance of 140.01 feet along the southern edge of Lot 8 of the Abbey Woods Plan of Lots No. 1 (Recorded in Plan Book 183, Page 23)

THENCE South 79 degrees 32 minutes 25 seconds East for a distance of 352.84 feet along the southern edge of Lot 7 of the Abbey Woods Plan of Lots No. 1 (Recorded in Plan Book 183, Page 23)

THENCE along a curve to the right having a radius of 175.00 feet; and an arc length of 238.64 feet, being subtended by a chord of South 49 degrees 31 minutes 32 seconds West for a distance of 220.58 feet to a point on the northern edge of St. Ives Way

THENCE South 88 degrees 35 minutes 30 seconds West for a distance of 118.90 feet to a point on the northern edge of St. Ives Way

THENCE along a curve to the left having a radius of 225.00 feet; and an arc length of 137.38 feet, being subtended by a chord of South 71 degrees 06 minutes 02 seconds West for a distance of 135.25 feet to a point on the northern edge of St. Ives Way

THENCE South 53 degrees 36 minutes 34 seconds West for a distance of 99.12 feet along the northern edge of St. Ives Way

THENCE along a curve to the right having a radius of 375.00 feet; and an arc length of 80.48 feet, being subtended by a chord of South 59 degrees 45 minutes 28 seconds West for a distance of 80.33 feet along the northern edge of St. Ives Way

THENCE South 65 degrees 54 minutes 23 seconds West for a distance of 104.24 feet along the northern edge of St. Ives Way

THENCE along a curve to the left having a radius of 225.00 feet; and an arc length of 58.63 feet, being subtended by a chord of South 58 degrees 26 minutes 30 seconds West for a distance of 58.46 feet along the northern edge of St. Ives Way

THENCE South 50 degrees 58 minutes 36 seconds West for a distance of 148.86 feet along the northern edge of St. Ives Way

THENCE along a curve to the right having a radius of 175.00 feet; and an arc length of 249.89 feet, being subtended by a chord of North 88 degrees 06 minutes 57 seconds West for a distance of

229.19 feet along the northern edge of St. Ives Way to a point at the place of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 3.396 acres more or less.

EXHIBIT A-2

LEGAL DESCRIPTION

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Parcel "B" of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the easterly side of St. Ives Way near the northeast corner of the parcel herein described:

THENCE South 79 degrees 32 minutes 25 seconds East for a distance of 7.87 feet to a point on the westerly property line of lands of now or formerly Robert and Sharon Gallagher

THENCE South 10 degrees 07 minutes 23 seconds West for a distance of 631.99 feet to an iron pin in concrete on the lands of now or formerly Highway Equipment Company

THENCE South 89 degrees 21 minutes 22 seconds West for a distance of 276.50 feet along the lands of now or formerly Highway Equipment Company to a spike in an 8" Cherry tree

THENCE South 09 degrees 09 minutes 22 seconds West for a distance of 341.00 feet along the lands of now or formerly Highway Equipment Company to an iron pin in concrete on the lands of now or formerly Klein

THENCE North 81 degrees 23 minutes 38 seconds West for a distance of 1245.36 feet along the lands of now or formerly Klein to an iron pin in concrete on the lands of now or formerly Edward Fullerton

THENCE North 00 degrees 14 minutes 22 seconds East for a distance of 153.34 feet along the lands of now of formerly Edward Fullerton to a point at the southwest corner of Lot 211 of the same plan

THENCE South 89 degrees 45 minutes 38 seconds East for a distance of 300.36 feet along the southern edge of Lot 211 to a point

THENCE North 58 degrees 34 minutes 32 seconds East for a distance of 135.00 feet continuing along Lot 211 to a point

THENCE North 42 degrees 48 minutes 10 seconds West for a distance of 192.38 feet continuing along Lot 211 to a point on the edge of West Soloman Court

THENCE following the edge of West Soloman Court, a curve to the left having a radius of 50.00 feet and an arc length of 66.79 feet, being subtended by a chord of North 08 degrees 55 minutes 46 seconds East for a distance of 61.93 feet to a point

THENCE along a curve to the right having a radius of 25.00 feet and an arc length of 18.65 feet, being subtended by a chord of North 07 degrees 58 minutes 12 seconds West for a distance of 18.22 feet to a point

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 66.14 feet, being subtended by a chord of North 04 degrees 58 minutes 40 seconds East for a distance of 65.90 feet to a point

THENCE North 03 degrees 26 minutes 34 seconds West for a distance of 201.89 feet to a point

THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 203.64 feet, being subtended by a chord of North 29 degrees 53 minutes 34 seconds East for a distance of 192.34 feet to a point

THENCE along a curve to the right having a radius of 25.00 feet and an arc length of 48.56 feet, being subtended by a chord of South 61 degrees 07 minutes 49 seconds East for a distance of 41.28 feet to a point along the westerly side of St. Ives Way

THENCE along a curve to the right having a radius of 61.59 feet and an arc length of 10.45 feet, being subtended by a chord of South 00 degrees 37 minutes 46 seconds East for a distance of 10.44 feet to a point

THENCE South 00 degrees 00 minutes 00 seconds East for a distance of 223.68 feet to a point

THENCE along a curve to the left having a radius of 525.00 feet and an arc length of 188.26 feet, being subtended by a chord of South 10 degrees 16 minutes 22 seconds East for a distance of 187.25 feet to a point

THENCE South 20 degrees 32 minutes 44 seconds East for a distance of 54.97 feet to a point

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 229.62 feet, being subtended by a chord of South 49 degrees 46 minutes 55 seconds East for a distance of 219.79 feet to a point at the northwest corner of Lot 221 of the same plan

THENCE South 10 degrees 58 minutes 54 seconds West for a distance of 37.85 feet along Lot 221 to a point

THENCE South 09 degrees 26 minutes 39 seconds East for a distance of 186.08 feet along Lot 221 to a point

THENCE North 66 degrees 12 minutes 37 seconds East for a distance of 198.26 feet along the southern line of Lot 221 to a point

THENCE North 55 degrees 00 minutes 28 seconds East for a distance of 231.58 feet along the southern line of Lot 222 to a point

THENCE North 60 degrees 20 minutes 20 seconds East for a distance of 138.28 feet along the southern line of Lot 223

THENCE North 60 degrees 34 minutes 58 seconds East for a distance of 163.87 feet along the southern line of Lot 224 to a point

THENCE North 68 degrees 45 minutes 34 seconds East for a distance of 148.33 feet along the southern line of Lot 225 to a point

THENCE North 72 degrees 13 minutes 38 seconds East for a distance of 146.25 feet along the southern line of Lot 226 to a point

THENCE North 21 degrees 13 minutes 47 seconds West for a distance of 132.66 feet to a point on the southern edge of St. Ives Way

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 228.99 feet, being subtended by a chord of North 39 degrees 36 minutes 53 seconds East for a distance of 219.23 feet to a point at the place of beginning.

Containing 12.75 Acres and subject to any and all prior easements, rights of way, agreements or restrictions of record.

EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain lot or piece of ground situate in the Township of Jackson, County of Butler, Pennsylvania, and originally being numbered Lots 1 through 38 in the Abbey Woods Plan of Lots as recorded in the Recorder of Deeds' Office of Butler County on May 24, 1995, in Plan Book 183, Page 23 as amended by those certain Lot Line revisions in Plan Book 189, Page 13 and in Plan Book 193, page 50 and in that certain Subdivision Plat in Plan Book 221, Pages 11-13, which renumbers the lots as Lots 201 through 226 and includes Parcels A and B as shown thereon.

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR THE ABBEY WOODS PLAN OF LOTS**

THIS SECOND AMENDMENT (this "Amendment") is made this 24th day of October, 2001 by Abbey Woods Development, Inc. (the "Declarant").

WITNESSETH:

WHEREAS, on March 20, 1996, Timothy D. Kelly, t/d/b/a T. D. Kelly Company ("Kelly") recorded that certain Declaration of Covenants, Conditions, Reservations and Restrictions for The Abbey Woods Plan of Lots (the "Declaration") in Deed Book Volume 2608, Page 657, et seq., of the Butler County, Pennsylvania land records; and

WHEREAS, Kelly executed that certain First Amendment to the Declaration on or about the date hereof in order to make additional real property subject to the Declaration (the "First Amendment") (the Declaration and the First Amendment are together, the "Amended Declaration"); and

WHEREAS, pursuant to that certain Assignment of Declaration dated on or about the date hereof (the "Assignment"), Kelly assigned and Declarant assumed Kelly's right, title, interest and obligations under the Declaration and the First Amendment; and

WHEREAS, Declarant is the "Declarant" as defined in the Amended Declaration; and

WHEREAS, pursuant to Article XII, Section 12.1 of the Amended Declaration, Declarant may unilaterally subject other real property to the Amended Declaration.

NOW, THEREFORE, Article I, Section 1.1 of the Declaration is amended as follows:

1. At the end of Article I, Section 1.1, the following is added:

Other real property which is, and shall be held, transferred, sold, surveyed, and conveyed subject to this Declaration, is located in the County of Butler, Commonwealth of Pennsylvania, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference as if specifically set forth herein and which additional real property shall also hereinafter be referred to as "Real Estate". This real property shall not be subject to the limitation that it be used for single family residences. The real property described in Exhibit A shall be used for townhouse lots.

2. Except as amended hereby, the Amended Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to the Declaration of Covenants, Conditions, Reservations and Restrictions for Abbey Woods Plan of Lots to be executed on the date first above written.

DECLARANT:
ABBAY WOODS DEVELOPMENT, INC.

By: _____
Timothy D. Kelly, President

Exhibit A
(page 1 of 6)

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 221 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southern edge of St. Ives Way at a point common with the easterly line of Parcel "B" of the same plan

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 137.82 feet, being subtended by a chord of North 83 degrees 26 minutes 01 seconds East for a distance of 135.68 feet along the southern edge of St. Ives Way to a point at the westerly line of Lot 222 of the same plan

THENCE South 24 degrees 06 minutes 52 seconds East for a distance of 171.20 feet along Lot 222 to a point on the northern edge of Parcel "B"

THENCE South 66 degrees 12 minutes 37 seconds West for a distance of 198.26 feet along the northern edge of Parcel "B" to a point

THENCE North 09 degrees 26 minutes 39 seconds West for a distance of 186.08 feet along the eastern edge of Parcel "B" to a point

THENCE North 10 degrees 58 minutes 54 seconds East for a distance of 37.85 feet along the eastern edge of Parcel "B" to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.742 acres more or less.

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 222 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southern edge of St. Ives Way at a point common with the eastern edge of Lot 221 of the same plan

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 58.55 feet, being subtended by a chord of North 58 degrees 25 minutes 52 seconds East for a distance of 58.38 feet along the southern edge of St. Ives Way to a point

THENCE North 50 degrees 58 minutes 36 seconds East for a distance of 129.07 feet to a point on the western edge of Lot 223

THENCE South 39 degrees 01 minutes 24 seconds East for a distance of 174.14 feet along the western edge of Lot 223 to a point on the northern edge of Parcel "B"

THENCE South 55 degrees 00 minutes 28 seconds West for a distance of 231.58 feet along the northern edge of Parcel "B" to a point on the eastern edge of Lot 221

THENCE North 24 degrees 06 minutes 52 seconds West for a distance of 171.20 feet along the eastern edge of Lot 221 to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.81 acres more or less.

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 223 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southerly edge of St. Ives Way at a point common with the eastern edge of Lot 222

THENCE North 50 degrees 58 minutes 36 seconds East for a distance of 19.78 feet along the edge of St. Ives Way to a point THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 45.60 feet, being subtended by a chord of North 58 degrees 26 minutes 30 seconds East for a distance of 45.47 feet along the edge of St. Ives Way to a point

THENCE North 65 degrees 54 minutes 23 seconds East for a distance of 104.24 feet along the edge of St. Ives Way to a point

THENCE along a curve to the left having a radius of 425.00 feet and an arc length of 14.06 feet, being subtended by a chord of North 64 degrees 57 minutes 32 seconds East for a distance of 14.05 feet along the edge of St. Ives Way to a point at the westerly line of Lot 224

THENCE South 24 degrees 05 minutes 37 seconds East for a distance of 166.09 feet along the westerly side of Lot 224 to a point

THENCE South 60 degrees 20 minutes 20 seconds West for a distance of 138.28 feet along the northerly side of Parcel "B" to a point

THENCE North 39 degrees 01 minutes 24 seconds West for a distance of 174.14 feet along the easterly side of Lot 222 to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.64 acres more or less.

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 224 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southern edge of St. Ives way at a point common with the eastern edge of Lot 223

THENCE along a curve to the left having a radius of 425.00 feet and an arc length of 77.16 feet, being subtended by a chord of North 58 degrees 48 minutes 37 seconds East for a distance of 77.05 feet along the southern edge of St. Ives Way to a point

THENCE North 53 degrees 36 minutes 34 seconds East for a distance of 89.31 feet along the southern edge of St. Ives Way to a point at the western line of Lot 225

THENCE South 36 degrees 23 minutes 26 seconds East for a distance of 25.00 feet along Lot 225 to a point

THENCE South 21 degrees 55 minutes 11 seconds East for a distance of 155.11 feet along Lot 225 to a point on the northern edge of Parcel "B"

THENCE South 60 degrees 34 minutes 58 seconds West for a distance of 163.87 feet along the northern line of Parcel "B" to a point on the eastern edge of Lot 223

THENCE North 24 degrees 05 minutes 37 seconds West for a distance of 166.09 feet along the eastern edge of Lot 223 to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.65 acres more or less.

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 225 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southern edge of St. Ives Way at a point common with the eastern line of Lot 224

THENCE North 53 degrees 36 minutes 34 seconds East for a distance of 9.81 feet along the southern edge of St. Ives Way to a point

THENCE along a curve to the right having a radius of 175.00 feet and an arc length of 106.85 feet, being subtended by a chord of North 71 degrees 06 minutes 02 seconds East for a distance of 105.20 feet along the southern edge of St. Ives Way to a point

THENCE North 88 degrees 35 minutes 30 seconds East for a distance of 78.70 feet along the southern edge of St. Ives Way to a point on the western edge of Lot 226

THENCE South 01 degrees 24 minutes 30 seconds East for a distance of 25.00 feet along the western edge of Lot 226 to a point

THENCE South 10 degrees 48 minutes 52 seconds East for a distance of 129.41 feet along the western edge of Lot 226 to a point on the northern line of Parcel "B"

THENCE South 68 degrees 45 minutes 34 seconds West for a distance of 148.33 feet along the northern line of Parcel "B" to a point on the eastern edge of Lot 224

THENCE North 21 degrees 55 minutes 11 seconds West for a distance of 155.11 feet along the eastern edge of Lot 224 to a point

THENCE North 36 degrees 23 minutes 26 seconds West for a distance of 25.00 feet along the eastern edge of Lot 224 to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.675 acres more or less.

L E G A L D E S C R I P T I O N

All that certain parcel of ground situate in Jackson Township, Butler County, Pennsylvania, being known as Lot 226 of the Abbey Woods Plan of Lots Phase Two, Said plan being recorded in Plan Book 221, Pages 11-13, said parcel bounded and described as follows:

Beginning at a point on the southern edge of St. Ives Way at a point common with the easterly line of Lot 225

THENCE North 88 degrees 35 minutes 30 seconds East for a distance of 40.20 feet along the southern edge of St. Ives Way to a point

THENCE along a curve to the left having a radius of 225.00 feet and an arc length of 77.84 feet, being subtended by a chord of North 78 degrees 40 minutes 51 seconds East for a distance of 77.49 feet along the southern edge of St. Ives Way to a point on the western edge of Parcel "B"

THENCE South 21 degrees 13 minutes 47 seconds East for a distance of 132.66 feet along the western line of Parcel "B" to a point

THENCE South 72 degrees 13 minutes 38 seconds West for a distance of 146.25 feet along the northern edge of Parcel "B" to a point on the eastern line of Lot 225

THENCE North 10 degrees 48 minutes 52 seconds West for a distance of 129.41 feet along the eastern line of Lot 225 to a point

THENCE North 01 degrees 24 minutes 30 seconds West for a distance of 25.00 feet along the eastern line of Lot 225 to a point at the place of beginning

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.426 acres more or less.