

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND  
RESTRICTIONS FOR BLACKHAWK PLAN OF LOTS,  
A PLANNED RESIDENTIAL COMMUNITY,  
MIDDLESEX TOWNSHIP, COUNTY OF BUTLER,  
COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 20<sup>th</sup> day of July, 2016, by BROWNS HILL ROAD ASSOCIATES, LLC, a Pennsylvania limited liability company, as the owner in fee simple and developer of the Real Estate herein described.

**W I T N E S S E T H :**

**ARTICLE I  
PROPERTY DESCRIPTION AND SUBMISSION**

1.1 Property Ownership and Description. Browns Hill Road Associates, LLC, is the Owner of certain real property situate in Middlesex Township, Butler County, Pennsylvania, which property will become the Blackhawk Plan of Lots, a Planned Community ("Planned Community"). The description of the property is attached hereto as Exhibit "A" and is incorporated herein by reference.

1.2 Submission. Browns Hill Road Associates, LLC, a Pennsylvania limited liability company (the "Declarant"), hereby submits the property described in Section 1.01 above to the following covenants, conditions, reservations and restrictions.

**ARTICLE II  
DEFINED TERMS AND DESCRIPTION OF PLANNED COMMUNITY**

2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. § 5101 et seq.).

(b) "Additional Real Estate" means real estate that may be added to a planned community.

(c) "Association" means the Blackhawk Plan of Lots Home Owners Association, a Pennsylvania non-profit corporation.

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

- (e) "Building(s)" means any Buildings constructed or erected on the Real Estate.
- (f) "By-laws" means the By-laws of the Association.
- (g) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- (h) "Common Facilities and Common Spaces" means the open space, community Building, storm water detention ponds and related facilities as shown on the Plan.
- (i) "Controlled Facilities" means any real estate within a planned community, whether or not a part of a Unit, that is not a Common Facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.
- (j) "Convertible Real Estate" means a portion of a flexible planned community not within a building containing a unit, within which additional units, limited common facilities or limited controlled facilities or any combination thereof may be created.
- (k) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.
- (l) "Declaration" means this document, as the same may be amended from time to time.
- (m) "Master Plan" means the Blackhawk Plan of Lots Planned Residential Development Tentative Approval Plan.
- (n) "Owner" means the Owner in fee simple of any Unit, but shall not include the Declarant or any person or persons purchasing a Unit under contract (until such contract is fully performed and legal title conveyed of record).
- (o) "Plat(s)" or "Plan" means the Plans recorded, or to be recorded, subdividing the Real Estate and made a part hereof, as the same may be amended from time to time.
- (p) "Real Estate" means the Real Estate described in Exhibit "A."
- (q) "Unit" means a single family dwelling in the Blackhawk Plan of Lots Planned Residential Development.
- (r) "Unit Type" or "Single Family Unit" shall mean any Unit created under the Master Plan which is a separately subdivided lot for use as a single family detached residence.
- (s) "Withdrawable Real Estate" means real estate that may be withdrawn from a flexible planned community.

2.2 Unit Boundaries. The boundaries for each Unit are shown on Exhibit "B" attached hereto. Each Unit can be separately owned and, except as provided in this Declaration or on the Plats or Plans, is not subject to any easements or rights of other Owners.

2.3 Identifying Number. Each Unit shall be identified by the Unit number shown on Exhibit "B".

2.4 Number of Units. The Planned Community is expected to consist of eighty-eight (88) single-family dwelling units.

### **ARTICLE III** **EASEMENTS**

3.1 Easements. 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 the Real Estate and to relocate such models, management offices and sales offices from time to time anywhere within the Real Estate. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales offices, management offices and models shall be limited to activities connected with Blackhawk Plan of Lots and no other plan. Declarant reserves the right to place models, management offices and sales offices on any portion of the open spaces in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Real Estate. Upon the relocation of a model, management office or sales office on the open spaces, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed part of the open spaces and any personal property not so removed shall be deemed the property of the Association, with the approval from the Township.

(b) Easement for Advertising Signs. Declarant shall have the right to maintain on the Real Estate such advertising 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 relocate such advertising signs.

3.2 Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the 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 Common Spaces. Notwithstanding the foregoing provision of this Section 3.2, unless approved in writing by the Unit Owner or Unit 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 Unit by the Declarant, or as shown on the Plats, or so as not to materially interfere with the use or occupancy of the Unit or any Building by its occupants.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the drainage easement as shown on the Plan for the purpose of maintaining and correcting drainage of surface water in order to 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, pending Township approval, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

3.4 Easement for Middlesex Township. In order to access, inspect and/or maintain the storm water management facilities (including, but not necessarily limited to, the storm sewers), Middlesex Township is granted an easement over all open and common space within and throughout the Community. Middlesex Township shall not be responsible for the Association's Storm Water system.

3.5 Association Easement for Storm Water Maintenance. The Association shall have an easement for purposes of access, inspecting, maintaining and/or repairing the storm water swales within and throughout the Planned Community.

3.6 Sanitary Sewer Extension Agreement. The Saxonburg Area Authority has been granted a perpetual easement or right-of-way in relation to the sanitary sewer system which services the Planned Community. The terms and conditions of the Agreement between the Declarant, and the Saxonburg Area Authority are to be incorporated herein as if fully set forth within this Declaration.

3.7 Utility Service Lines. All utility service lines shall be installed underground in any area of the Planned Community where utility trunk lines are located underground.

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

3.9 Additional Easements. The Planned Community and Units shall be subject to all easements and licenses shown on Exhibit "C."

4.0 Recorded Easements. A listing of all recorded easements is attached hereto as Exhibit "D."

**ARTICLE IV**  
**COMMON FACILITIES, COMMON SPACES**  
**AND CONTROLLED FACILITIES**

4.1 Common Facilities and Common Spaces. The Plat contains areas shown as open space and buffer yards. The storm water detention ponds shall be located in the open space.

4.2 Maintenance and Responsibility. Unless otherwise set forth herein, the Association shall be responsible for maintaining the Common Facilities and open space, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Facilities. The Association shall be responsible for all costs associated with liability insurance on any Common Facilities and open space.

4.3 Limited Common Facilities. There are no Limited Common Facilities in the Planned Community.

4.4 Completion and Conveyance of Common Facilities. The Common Facilities are not expected to be completed until the construction and development of all phases of the Plan. Declarant will own the Common Facilities until completion and, upon completion, shall convey the Common Facilities by Deed and Bill of Sale for One Dollar (\$1.00). The obligation in this Section 4.4 shall be binding on Declarant and the Association. The Declarant shall not convey the Common Facilities to the Association until they are completed unless Declarant has provided a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion.

4.5 Prohibited Activities. No Owner shall be permitted to alter, grade, disturb, remove any vegetation from, or otherwise impact any of the common areas.

4.6 Use by Association. The Association shall be prohibited from using any portion of the Common Areas for any use inconsistent with the Master Plan or for any use not authorized in the Middlesex Township Zoning Ordinance for the use of Open Space Areas.

4.7 Controlled Facilities. The driveways, sidewalks and areas covered in lawn on a Single Family Unit shall be Controlled Facilities. The Association shall not be responsible for any on-lot maintenance (including, but not limited to, grass cutting, planting and snow removal); nor shall the Association be responsible for the maintenance of any Controlled Facilities. The Association shall not be responsible for maintenance of any areas inside of any fence or wall constructed by the Owner.

## **ARTICLE V**

### **USE RESTRICTIONS**

5.1 Use and Occupancy of Units and Buildings. The occupancy and use of the Units 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 Plan was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. If zoning regulations permit home occupation activities to be conducted within the Units, application may be made by a Unit Owner to

the Declarant for approval to commence such newly permitted use of his Unit. Each such application shall be considered by the Declarant on an individual basis. Once the Declarant has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No building or structure intended for or adapted to business purposes and no apartment house, lodging house, rooming house, hospital, sanitarium or doctor's office 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, and in-ground swimming pools may be erected, placed or maintained on any Unit in the Planned Community. No Owner shall permit his Unit 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 an Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates, clients or customers, in his Unit. No Owner shall permit any employees of any business, trade, occupation or profession owned or operated by Owner to perform their job duties in the Unit.

(c) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Unit or in the open spaces, except household pets not exceeding four (4) in number for the pleasure and use of the occupants, subject to rules and regulations adopted by the Declarant, which rules or regulations 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 Unit upon three days written notice from the Declarant. No Owner shall be permitted to have any enclosure to house animals outside of a Unit or to have any dog runs or similar devices on a Unit.

(d) Signs. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Unit except "For Sale" signs, referring only to the Unit on which displayed, not to exceed six square feet in size and one sign to a Unit.

(e) Commercial Vehicles. No commercial vehicles, construction, or like equipment or mobile or stationary trailers or recreational vehicles or boats of any kind shall be stored or parked on any Unit in the Real Estate except while parked in a garage completely enclosed.

No commercial vehicles, construction or like equipment or mobile or stationary trailers or recreational vehicles or boats of any kind shall be stored or parked on any residential street or right of way in the Real Estate except while engaged in transporting to or from a residence in the Real Estate.

(f) Nuisance. No horses, cattle, swine, goats, poultry or fowl shall be kept on any Unit. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Declarant. No weeds, underbrush or other unsightly growths shall be

permitted to grow or remain upon any Unit in the area from the property line abutting any street and extending from said property line a distance of fifty (50) feet from the rear of any structure constructed on the property. On areas more than fifty (50) feet from the rear of any structure, a property 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 Unit 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 Unit 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 Unit 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 Units. In the event that any Unit Owner shall fail or refuse to keep his Unit 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 Unit Owner, which 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 the Declarant and against such Unit for the full amount chargeable to such Unit; and such amount shall be due and payable within thirty (30) days after demand is made therefor.

(g) Obstruction of Easements/stormwater diversion. No Unit Owner shall do any work or any other act which would impair any easement or hereditament without the consent of the Declarant or Association, whichever may be affected thereby. Further, no Unit owner or occupant may take any action that would result in the filling, removal or redirection of the storm water diversion or control channels located within and/or adjacent to any and all Lots within the Blackhawk Plan of Lots development; nor shall there be any adjustment to the recorded drainage and access easements as identified previously herein and within the Blackhawk Plan of Lots subdivision plat.

(h) Non-Operating Non-Registered Vehicles. No Owner or lawful occupier shall leave any non-operating vehicle or non-registered vehicle on or about the property of either the Owner or the Association.

(i) Accessory Buildings. All detached structures must be pre-approved by the Declarant or the Association and are to be located in the rear yard so as not to be visible from the street. No storage tanks, accessory buildings or structures may be erected or permitted to remain on any Unit/lot without the prior written consent of Declarant. Architecturally designed bath houses, detached garages, shelters, gazebos or storage buildings (not to exceed 10 x 12 x 12) may be permitted with the express approval of the Declarant or the Association prior to erection, construction and/or placement upon the Unit/lot.

(j) Sport and Recreational Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, light utility vehicles, passenger vans or small pick-up type trucks, shall be placed, parked or stored upon any Unit except in conformity with Section 5.1(e) hereof, nor shall any maintenance or repair be performed upon any of the above-enumerated vehicles. Notwithstanding the foregoing, boats, recreational vehicles, mobile homes and trailers may remain on the property for a period not exceeding seven (7) consecutive days.

(k) Plantings. The Unit Owner shall keep the Unit free of unauthorized plantings, unsightly weeds, underbrush or refuse piles or other vegetation or objects. All Units shall be appropriately landscaped and seeded, sodded or planted with ground cover that blends with the

surrounding area within six (6) months of final construction or by the successive growing season immediately following construction of the home, whichever first occurs. All trees in excess of six (6) inches in diameter (as measured at a point two feet above ground level) shall remain undisturbed unless directly located within a home site or driveway. Each lot shall have a minimum of two (2) two and one-half inch (2 ½") caliper trees in the front yard, two (2) two and one-half inch (2 ½") caliper trees, or as may be shown on the Recorded Plan, as may be shown on the Recorded Plan, and each unit/lot shall have a minimum of twenty-five (25) shrubs or bushes. All trees, shrubs or bushes are to be of a type or variety which has been pre-approved or determined by the Declarant or the Association and shall be in ground within one year of the unit home's occupancy.

(l) Maintenance. Each Owner shall maintain his Unit in a safe, clean and sanitary manner and all Buildings or structures erected thereon in good order and repair and in accordance with all covenants, conditions, reservations and restriction. No debris, rubbish or scrap materials may be placed or located upon any unit/lot.

(m) Fences. No fences shall be permitted to be constructed around the perimeter of any Unit except privacy fences may be constructed around swimming pools, patios or rear yards but all fences must be approved by the Declarant or the Association and the Township.

(n) Outdoor Antennas, Dishes or Ornaments. No Owner shall place any garden/outdoor gnomes, exterior television antennas, satellite dishes or other type of transmission/receiving tower devices in a location which is visible from the street.

(o) Pools. No above ground swimming pools are permitted.

## **ARTICLE VI** **ARCHITECTURAL CONTROL**

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

(a) No building or other structure shall be commenced, erected or altered on any Unit until the Plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to the Declarant and the 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 property. The Plans required under this subsection shall be submitted to the Declarant prior to any mortgage application or any submission to any governmental body for approval. Declarant shall be provided with a copy of all building/architectural plans and shall retain said plans in order to ensure that the dwelling is constructed in accordance with the plans, as submitted and approved. No changes shall be acted upon until and unless the Declarant or its designated agent has pre-approved and endorsed the change.

(b) Construction of the residence shall commence within six (6) months of upon issuance of the building permit and commencement of the construction of any structure, the 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 Buildings on the lots in the Real Estate:

(a) The finished living area, exclusive of porches, basements and garages, for a two-story dwelling with an integral garage shall contain not less than one-thousand eight hundred square feet (1,800 sf); a two-story dwelling with an attached garage shall contain not less than one thousand eight hundred square feet (1,800 sf); and a one story or ranch style dwelling shall contain not less than one thousand five hundred square feet (1,500 sf). No basement level (finished or unfinished) shall be included in the square footage computation.

(b) The exterior building materials shall be of a kind, type and design which has been pre-approved or designated by the Declarant or its agent *prior* to its use in construction. All exterior finish building materials shall extend to within six (6) inches of the Unit lot's finish grade. No Building shall have an unfinished exposed foundation of concrete, block or concrete block. All windows shall be of wood construction, however, the wood may be clad with vinyl or aluminum.

(c) All lawns must be either seeded or sodded for the entire front area, both sides and rear of the residence, said seeding or sodding to be done within six (6) months or next immediate growing season after erection of the residence on any lot, whichever first occurs. The planting requirements, as set forth above at 5.1(k) are herein reaffirmed and established.

(d) All driveways, parking areas and turning aprons must be paved prior to occupancy of the dwelling with asphalt, concrete or brick. All Unit dwellings shall have sidewalks at the street of uniform width in accordance with specifications approved by the Township.

(e) All Unit dwellings must install and maintain a dusk to dawn exterior post lamp that is hard wired (without a switch) and which is of a design and standard that has been pre-approved or designated by the Declarant. Each unit shall have a post and mailbox which is of a design that has been pre-approved or designated by the Declarant. The location of the mailbox and post shall be in a specific location as designated by the U.S. Postal authorities in conjunction with Declarant.

(f) All sidewalks are to be of poured concrete or other material which has been approved by the Declarant. All sidewalks must be completed prior to the date of occupancy of the dwelling. Precast paving or stepping stones are not permitted as walkways.

(g) Owner agrees to take reasonable caution to protect the asphalt street paving and the curbs. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed against the lot owners whose lot abuts said curbs or the paving that has been damaged. In the event it is impossible to determine who is responsible for

such damage, the matter shall be settled by arbitration of the parties who might have caused said damage.

6.3 Subdivision of Lots. None of the lots shall at any time be subdivided. A single lot, together with contiguous portion or portions of one or more lots, may be used for one (1) Building site.

## **ARTICLE VII HOMEOWNERS ASSOCIATION**

7.1 Membership. For the purpose of ownership and maintenance of open spaces and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all Owners, each and every Owner in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted By-laws of the Home Owners Association, a non-profit corporation.

7.2 Succession. Upon the sale by Declarant of all of the Units provided in the Plats embracing all of the Real Estate, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association."

7.3 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(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 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 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 Facilities and Controlled Facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

7.4 Allocation of Interest. Each Unit shall have one vote in the Association. The percentage of Common Expenses allocated to each Unit shall be equal.

## **ARTICLE VIII BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT**

8.1 Quarterly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed

on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of each quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Declarant shall be exempt from paying any Common Expense assessments.

8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest, which may be levied by the Association, shall be subordinate to the lien of a prior recorded mortgage on a Unit.

8.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Facilities and Controlled Facilities, 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 a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Facilities (other than for purposes of repairing, replacing and restoring portions of the Common Facilities) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without the prior approval of two-thirds (2/3rds) of the votes of all Unit Owners entitled to cast votes.

8.4 Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to Two Hundred Fifty Dollars (\$250.00) and shall remit such amount to the Association. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

8.5 Accounting. On or before the first day of April of each calendar year commencing in 2014, the Association shall supply to all Unit 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 or quarterly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

8.6 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Unit Owner's quarterly 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 further quarterly assessments according to each Unit Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Unit Owners by a statement, in writing, giving the amount and reasons therefore, and such further quarterly assessments shall become effective as determined by the Board of Directors.

8.7 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the open spaces to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Unit Owner, said credits to be applied to the next quarterly assessments of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

8.8 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this declaration contained, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

8.9 Interest and Charges. All sums assessed by the Association against any Unit 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 (30<sup>th</sup>) day following default in payment of any quarterly assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 8.2 above.

8.10 Confession of Judgment. In order to expedite the Association's collection of any delinquent assessment, each Unit Owner, by the acceptance of the deed to his Unit, shall be deemed to have appointed any one or more members of the Board of Directors the attorney-in-fact for such Unit Owner to confess judgment against such Unit Owner in any court of competent jurisdiction in Pennsylvania, for any such unpaid assessments, which appointment (being for security) shall be irrevocable; and for so doing, a copy of this Article VIII 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.

8.11 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 open spaces.

8.12 Assessments Pro Rata. The Association, in imposing any assessments under this Article VIII, shall impose such assessments on a pro rata basis.

**ARTICLE IX**  
**EFFECT AND ENFORCEMENT**

9.1 Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations and servitudes set forth herein shall run with the land; and each Unit Owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself or herself, their heirs, administrators, successors and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

9.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the Unit Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Unit Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Unit Owner and the enforcing Owner shall have a lien upon such Unit or Units to secure payment of all such accounts.

(b) Should the Owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Owner in whose favor said lien has arisen, their respective heirs, successors and assigns shall have the right to interest on such liens at the rate of fifteen percent (15%) 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 foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Unit or Units or portions of Units, 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 the Declarant or the Owners in the Real Estate in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained 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 the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

9.3 Severability. Each and every of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement; and in the event any one or more of the foregoing covenants, conditions, reservations or

restrictions 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 covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions 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 Middlesex 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 covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any Township or County zoning ordinance or law.

## **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 the Owner of any Unit in such premises, regardless of how he acquired title, perpetually unless terminated or amended by a vote of not less than two-thirds (2/3) of the Unit Owners of the Association entitled to cast votes..

## **ARTICLE XI**

### **DECLARANT'S RIGHTS**

11.1 Control.

(a) Until the sixtieth (60<sup>th</sup>) day after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by Unit Owners other than Declarant.

(b) No later than sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant, one (1) of the three (3) members of the Board of Directors shall be elected by Unit Owners other than Declarant.

(c) No later than the earlier of (i) seven (7) years after the date of the recording of this declaration; (ii) sixty (60) days after seventy-five percent (75%) of the Units which may be constructed on the property and the Additional Real Estate have been conveyed to Unit Owners other than Declarant, (iii) two (2) years after Declarant ceases to offer Units for sale in the ordinary course of business or (iv) two (2) years after Declarant last exercised any development right to add new Units, all Declarant-appointed members of the Board of Directors shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five (5) member Board of Directors, and the By-laws of the Association shall be amended to increase the number of members of the Board of Directors from three (3) to five (5).

(d) Any and all members of the Board of Directors elected by the Unit Owners, shall be a Unit Owner.

11.2 Amendment. The Declarant shall have the right to amend this Declaration at any time to convert the Convertible Real Estate to Units or Common Facilities, add Additional Real Estate or withdraw Withdrawable Real Estate, without consent of any Unit Owner. In addition, Declarant shall have the right to amend the Plats and Plans under §5210(e) and (f) of the Act, subject to any approvals required by the Township, for any purpose without the consent of other Unit Owners until ninety percent (90%) of the Units have been conveyed.

11.3 Reservations, Declarant's Rights. Declarant reserves the following rights and combination of rights:

(a) To add real estate to the Planned Community.

(b) To create Units and Common Facilities within the Planned Community including, but not limited to, all Additional Real Estate.

(c) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.

(d) To withdraw real estate from the Planned Community.

11.4 Reservations, Special Declarant Rights. Declarant reserves the following Special Declarant Rights to:

(a) Complete improvements indicated on plats and plans under Section 5210 of the Act.

(b) Add Additional Real Estate under Section 5211 of the Act.

(c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.

(d) Maintain offices, signs and models under Section 5217 of the Act.

(e) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Additional Real Estate under Section 5218 of the Act.

(f) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.

11.5 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to add Additional real Estate to the Planned Community.

11.6 Assurance. If the Planned Community is expanded, the maximum number of Units per acre on the Additional Real Estate will be no more than one (1) Units per acre. Any buildings to be constructed on the Additional Real Estate and Units therein shall be compatible in quality, materials and architectural style with the buildings and Units in the Planned Community except that no assurance is made as to size of buildings or Units. All Units are restricted to residential Use. Declarant makes no assurance (i) as to location of buildings or Units or other improvements and Limited common Element within the Additional Real Estate or the extent thereof, or (ii) that any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (iii) that the proportion of Limited Common Elements to Units created within any Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. Declarant expressly reserves the right to designate Limited Common Elements in the Additional Real Estate and to make improvements. Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units are created in the Additional Real Estate, each Unit Owner shall be a member of the Association, each new Unit shall have one vote in the Association and each Unit shall have equal Common Expense Liability with all other Units for General Common Expenses (and each Unit shall have inability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 8.1. The percentage of Common Expense Liability of each Unit shall be determined by dividing the total of the previously existing and any newly created number of Units into 100, and the quotient is the percentage of Common Expense Liability of each Unit for General Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portions of any Building on the Real Estate described in Exhibit "C" and operate the same without restriction. No assurance given herein shall apply to any portion of the Additional Real Estate not added to or withdrawn from the Planned Community.

11.7 Reservations to Withdraw Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "D" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If real estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn real estate. Each remaining Unit shall have one vote in the Association and each remaining Unit shall have equal Common Expense Liability with all other remaining Units for General Common Expenses (and each Unit shall have the liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 8.1). The percentage of Common Expense Liability shall be determined by dividing the number of remaining Units into 100 and the quotient will be the percentage of Common Expense Liability of each Unit for Common Expenses. In the event that Declarant withdraws any portion of the Withdrawable Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community.

## **ARTICLE XII** **AMENDMENTS**

12.1 Amendments. Subject to the Declarant's rights under Section 11.2, this Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3rds) of all Unit Owners entitled to vote at a meeting of all Unit Owners after written notice of the meeting is given to all Unit Owners. The Amended Declaration shall be signed by the President of the Association, recorded at the Recorder of Deeds Office of Butler County and indexed against all record Owners.

**IN WITNESS WHEREOF**, the said Browns Hill Road Associates, LLC. has caused its name to be signed to these presents on the day and year first above written.

**WITNESS:**

**BROWNS HILL ROAD ASSOCIATES, LLC.**

John B. ...

By: [Signature]  
Name: Frank Pelly  
Title: PFES Member ASK



## EXHIBIT "A"

### LEGAL DESCRIPTION

#### **PARCEL ONE:**

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Middlesex, County of Butler and Commonwealth of Pennsylvania, and more particularly bounded and described as follows, to-wit:

BEGINNING at the Southwest corner of the tract to be conveyed at the intersection of the center line of Cooperstown Road with the center line of Legislative Route 10017, 33 feet wide, known as Leslie Road; thence North along the center line of Cooperstown Road a distance of 61 rods, 14 feet to a post on line of property now or formerly of Harbison Heirs; thence East along the said line of land of Harbison Heirs a distance of 20 rods to a post; thence continuing along the same North 11° 30' East a distance of 175.6 perches to a stone on line of land now or formerly of Bell Hickey; thence along said Hickey line South 65° 30' East a distance of 22 perches to a stone; thence continuing along said Hickey line North 00° 15' East a distance of 35 perches to a stone on line of lands now or formerly of Lefever, a distance of 7.9 perches to a stone on line of land now or formerly of Cordella Monk Heirs; thence by land now or formerly of Monks South 00° 15' West, a distance of 110.6 perches to a stone on the intersection of this line and the line dividing property of Monks and land now or formerly of Frank Becker, et ux, formerly of Samuel Krimsly; thence along line of land of Becker South 2° 04' 00" West a distance of 2281.36 feet to a point in the center line of Legislative Route 10017 aforesaid; and thence along the said center line of said road in a Westerly direction a distance of 1054 feet, more or less, to the point at the intersection of said line with the center line of Cooperstown road at the place of beginning. CONTAINING 75 acres, more or less.

Butler County Tax Map No. 230-2F77-25

#### **PARCEL TWO:**

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Middlesex, County of Butler and Commonwealth of Pennsylvania, being described as follows, to-wit:

BEGINNING at a point on Browns Hill Road, being the northwesterly corner of lands now or formerly of R.M. Rochon, being the point of beginning; thence from said point of beginning along Browns Hill Road North 29° 45' West, a distance of 221.86 feet to a point; thence along line of lands now or formerly of Harold Wagle and lands now or formerly of Mark A. McCole and Kathleen C. McConnell, North 52° 52' 45" East a distance of 489.03 feet to a point; thence further along lands now or formerly of Mark A. McCole and Kathleen C. McConnell, North 25° 01' 20" West a distance of 386.46 feet to a point; thence along line of land of the Carl F. and Joan M. Arthurs Plan, North 24° 0' East a distance of 2013.37 feet to a point; thence along line of lands now or formerly of R.A. Moran, South 61° 34' East a distance of 243.49 feet to a point; thence along line of lands now or formerly of M.W. Black, South 14° 12' 15" West a distance of 2119.51 feet to a point; thence along line of lands now or formerly of R.M. Rochon, South 51° 10' West a distance of 807.89 feet to a point, being the place of beginning.

SUBJECT TO the rights of Mark A. McCole and Kathleen C. McConnell, their heirs, successors and assigns to the exclusive rights to use of a private fifty foot right of way as further described in the deed from grantors herein to Mark A. McCole and Kathleen C. McConnell recorded at the Butler County Recorder of Deeds Office at Instrument No. 200706180015510.

Butler County Tax Map No. 230-2F90-14

UNDER AND SUBJECT to all rights, restrictions, covenants, conditions, easements, grants, etc as appear in prior instruments of record in the chain of title.

**EXHIBIT "B"**  
**PRD PLAN**

Attached

**EXHIBIT "C"**  
**Easements and Licenses**

- a. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- b. Easements or claims of easements not shown by the public records.
- c. Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence.

NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND." [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 2957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

- d. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record.
- e. Rights or claims of parties in possession not shown by the public record.

**EXHIBIT "D"**  
**Recorded Easements**

- a. Acknowledgment & Right-of-Way Maintenance Agreement between Mark A. McCole and Kathleen C. McConnell, husband and wife, dated September 6, 2013, and recorded in the Butler County Recorder of Deeds Office on September 19, 2013 at Instrument Number 201309190027351;
- b. Sanitary Sewer Right of Way Agreement between Robert M. Rochon and Marilyn D. Rochon, husband and wife, dated September 13, 2013, and recorded in the Butler County Recorder of Deeds Office on September 19, 2013 at Instrument Number 201309190027352;
- c. Memorandum of Oil, Gas & Coalbed Methane Lease between Huntley & Huntley Energy Exploration, LLC., dated May 6, 2013, and recorded in the Butler County Recorder of Deeds Office on November 13, 2013 at Instrument Number 2013091900277296;
- d. Conservation Easement between the United States Department of the Army Corps of Engineers, dated June 11, 2015 and recorded in the Butler County Recorder of Deeds Office on June 11, 2015 at Instrument Number 201506110012636;



**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND  
RESTRICTIONS FOR THE BLACKHAWK PLAN OF LOTS,  
A PLANNED RESIDENTIAL COMMUNITY,  
MIDDLESEX TOWNSHIP, COUNTY OF BUTLER,  
COMMONWEALTH OF PENNSYLVANIA**

**THIS FIRST AMENDMENT** to the Declaration of Covenants, Conditions, Reservations and Restrictions for the **BLACKHAWK PLAN OF LOTS** is made the 8th day of June, 2017, by BROWNS HILL ROAD ASSOCIATES, LLC., a Pennsylvania limited liability company, as the owner in fee simple and developer of the Real Estate therein described.

WHEREAS, the Declaration of Covenants, Conditions, Reservations and Restrictions relating to the establishment of the Blackhawk Plan of Lots, a Planned Residential Development ("PRD"), dated July 8, 2016 (the "Declaration") was recorded in the Recorder's Office of Butler County on July 8, 2016 at Instrument No. 201607080013751;

WHEREAS, the Developer, Browns Hill Road Associates, LLC desires to amend the Declaration pursuant to this First Amendment;

WHEREAS, the Developer has the authority to execute this Amendment pursuant to Article XI, Section 11.2, of the said Declaration of Covenants, Conditions, Reservations and Restrictions for the Blackhawk Plan of Lots, a Planned Residential Community.

NOW THEREFORE, Browns Hill Road Associates, LLC. hereby amends the Declaration of Covenants, Conditions, Reservations and Restrictions for the Blackhawk Plan of Lots, a Planned Residential Community declares that the Declaration be amended as follows:

1. Section 5.1(k). Plantings. shall be deleted in its entirety and replaced with the following:

(k) Plantings. The Unit Owner shall keep the Unit free of unauthorized plantings, unsightly weeds, underbrush or refuse piles or other vegetation or objects. All Units shall be appropriately landscaped and seeded, sodded or planted with ground cover that blends with the surrounding area within six (6) months of final construction or by the successive growing season immediately following construction of the home, whichever first occurs. All trees in excess of six (6) inches in diameter (as measured at a point two feet above ground level) shall remain undisturbed unless directly located within a home site or driveway. Each lot shall have a minimum of two (2) two inch (2") caliper trees, or as may

be shown on the Recorded Plan, and each unit/lot shall have a minimum of fifteen (15) shrubs or bushes. All trees, shrubs or bushes are to be of a type or variety which has been pre-approved or determined by the Declarant or the Association and shall be in ground within one year of the unit home's occupancy.

2. Section 5.1 (m) Fences. shall be deleted in its entirety and replaced with the following:

(m) Fences. No fences shall be permitted to be constructed around the perimeter of any Unit except privacy fences may be constructed around swimming pools, patios or rear yards. All fence materials, design and location must be approved by the Declarant or the Association and the Township. Fences shall be either vinyl, aluminum or wrought iron. All fences must be installed a minimum of 20' behind the front facade of the dwelling.

3. Section 5.1 (n) Outdoor Antennas, Dishes or Ornaments shall be deleted in its entirety and replaced with the following:

(n) Outdoor Antennas, Dishes or Ornaments. No Owner shall place any garden/outdoor gnomes, exterior television antennas, satellite dishes or other type of transmission/receiving tower devices in a location which is visible from the street. Direct TV/Dish Network satellite dishes are permitted, not to exceed 30" in diameter. No solar panels shall be installed on the front or side of the roof.

4. Section 6.2 (a) shall be deleted in its entirety and replaced with the following:

(a) The finished living area, exclusive of porches, basements and garages, for a two-story dwelling with an integral garage shall contain not less than one-thousand six hundred square feet (1,600 sf); a two-story dwelling with an attached garage shall contain not less than one thousand six hundred square feet (1,600 sf); and a one story or ranch style dwelling shall contain not less than one thousand three hundred square feet (1,300 sf). No basement level (finished or unfinished) shall be included in the square footage computation.

5. Section 6.2 (b) shall be deleted in its entirety and replaced with the following:

(b) The exterior building materials shall be of a kind, type and design which has been pre-approved or designated by the Declarant or its agent *prior* to its use in construction. All exterior finish building materials shall extend to within six (6) inches of the Unit lot's finish grade. Approved foundation treatments shall include brick or stone and concrete walls with brick stamped pattern painted to match the siding color.

6. Section 6.2 (d) shall be deleted in its entirety and replaced with the following:

(d) All driveways shall be installed within six (6) months of occupancy of the dwelling. Approved materials for driveways shall be asphalt, concrete or pavers. All Unit dwellings shall have sidewalks at the street of uniform width in accordance with specifications approved by the Township.

7. Section 6.2 (f) shall be deleted in its entirety and replaced with the following:

(f) All sidewalks are to be of poured concrete or other material which has been approved by the Declarant. All sidewalks must be completed with yard installation. Precast paving or stepping stones are not permitted as walkways.

8. Section 6.2 (g) shall be deleted in its entirety and replaced with the following:

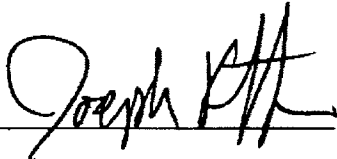
(g) Owner, builder or subcontractors agree to take reasonable caution to protect the asphalt street paving and the curbs. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed against the lot owners whose lot abuts said curbs or the paving that has been damaged. In the event it is impossible to determine who is responsible for such damage, the matter shall be settled by arbitration of the parties who might have caused said damage.

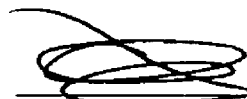
9. Except as otherwise provided herein, all of the other terms and conditions of the Declaration, as previously recorded, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the said Browns Hill Road Associates, LLC. has caused its name to be signed to these presents on the day and year first above written.

WITNESS/ATTEST:

BROWNS HILL ROAD ASSOCIATES, LLC.

  
\_\_\_\_\_

  
\_\_\_\_\_ Member

