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**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF
VILLAGE OF CRANBERRY WOODS PHASE II PLANNED COMMUNITY**

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THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS OF VILLAGE OF CRANBERRY WOODS PHASE II PLANNED COMMUNITY (the “**Declaration**”) is made and entered into this 29th day of December, 2015, by VC WOODS ASSOCIATES, L.P., a Pennsylvania limited partnership (“**Declarant**”).

RECITALS

- A. Declarant is the owner of that certain real property situate in the Township of Cranberry (the “**Township**”), County of Butler and Commonwealth of Pennsylvania, comprised of approximately 47.373 acres, being more particularly depicted on Exhibit “A” and more particularly described on Exhibit “B” attached hereto and incorporated herein by reference (collectively, the “**Property**”).
- B. Declarant has subdivided the Property in to eleven (11) lots, depicted on Exhibit “C” (collectively, the “**Lots**”). The Lots are shown on the Revised Village of Cranberry Woods - CCD (2015) Plan for Recording (the “**Subdivision Plan**”), to be recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania concurrently with this Declaration. For purposes of this Declaration, Lots A, B, C, C-2A, C-2B, C-2C, D, E, F, and G shall each constitute a unit for purposes of the UPCA (as defined below).
- C. Declarant desires to impose certain easements upon the Parcels (as defined below) and establish certain covenants and restrictions with respect to the Parcels, for the mutual and reciprocal benefit of the Parcels, which shall be binding upon each of the Parcels and the present and future owners, ground lessees and/or occupants thereof, on the terms and conditions hereinafter set forth. It is the Declarant’s intent that the Property be subject to the provisions of the Uniform Planned Community Act, 68 Pa. C.S. § § 5101-5414 (the “**UPCA**”) and that the entire UPCA shall apply to the Property and this Declaration.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby declares that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained and used in full compliance with and subject to this Declaration:

DECLARATIONS

- 1. **Definitions.** For purposes hereof:
 - a) The term “**Acreage**” shall mean the actual acreage of a particular Parcel as established and set forth on the Subdivision Plan.
 - b) The term “**NPCL**” shall mean Title 15, Subpart C, Chapter 51 Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania.

- c) The term “**Association**” shall mean the Village of Cranberry Woods Phase II Owners Association, a Pennsylvania non-profit corporation, which is intended, among other things, to own the Stormwater Parcel.
- d) The term “**Board**” and the term “**Board of Directors**” shall mean the board of directors of the Association. Subject to the terms of this Declaration, the Board of Directors shall be comprised of Owners.
- e) The term “**Building**” shall mean any building which will be or may be constructed within a Parcel, including appurtenant Separate Utility Facilities, loading docks, driveways, parking, lighting, signage, sidewalks, truck ramps and other outward extensions, together with all related improvements.
- f) The term “**Building Parcel**” shall mean each of Parcels A, B, C, C-2A, C-2B, C-2C, D, E and F, upon which it is anticipated that a Building or Buildings will be constructed.
- g) The term “**By-Laws**” shall mean the Bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the NPCL.
- h) The term “**Common Utility Facilities**” shall mean utility systems and facilities from time to time situated on or under the Stormwater Parcel or all or some of the other Parcels and serving all of the Parcels, such as the following: storm drainage, retention and disposal facilities and sanitary sewer systems, and the storm water detention facilities, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone, television, and other telecommunications cables and systems, and all other utility systems and facilities for such common use or service, including, without limitation, those installed under the provisions of this Declaration and as replacements thereto.
- i) The term “**Director**” shall mean a director of the Association as that term is defined under Section 5103(a) of the NPCL. Subject to the terms of this Declaration, Owners of Parcels shall be Directors.
- j) The term “**Existing Easements**” shall mean those easements and other matters encumbering title to all or a portion of the Property, all as more particularly set forth on Exhibit “D” attached hereto and incorporated herein by reference.
- k) The term “**fiscal year**” shall mean a calendar year.
- l) The term “**Infrastructure**” shall collectively mean the Streets, Common Utility Facilities, sidewalks and lighting shown on the approved land development plans as set forth on the Revised Village of Cranberry Woods-CCD (2015) Phase 2, prepared by Hampton Technical Associates, Inc., and all improvements on the Stormwater Parcel.

- m) The term “**maintain**” shall mean repair, replace, license, permit and otherwise maintain in good working order, safely and in accordance with all laws, regulations, codes and governmental directives.
- n) The term “**Multifamily Parcel**” shall mean Parcel C as shown on the Subdivision Plan.
- o) The term “**Occupant**” shall mean any Person from time to time entitled to the use and occupancy of any portion of a Parcel or Building under an ownership right or under any lease, sublease license, concession or other instrument.
- p) The term “**Owner**” or “**Owners**” shall mean the owner of a fee simple title to any Parcel, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. In the case of the Stormwater Parcel, the term “**Owner**” shall be deemed to apply to the Association.
- q) The term “**Parcel**” shall mean the each of the Parcels depicted on Exhibit “C” as Parcels A, B, C, C-2A, C-2B, C-2C, D, E, F, and G. Parcel H shall be dedicated by Declarant to the Township for road purposes and shall not be subject to the terms of this Declaration.
- r) The term “**Permittees**” shall mean the Occupants of a Parcel or Building, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such Occupants.
- s) The term “**Person**” shall mean any individual, partnership, firm, association, corporation, trust or any other form of business or government entity.
- t) The term “**Project**” shall mean the project comprising the Building(s) to be constructed on each Parcel after the recordation of this Declaration.
- u) The term “**Pro-rata Share**” for a Building Parcel shall mean the percentage, calculated by dividing the Acreage of the Building Parcel by the total Acreage of all Building Parcels, which shall be rounded up or down to the nearest hundredth.
- v) The term “**Recreational Facilities**” shall mean the walking trails, pedestrian pockets, pedestrian plazas, pedestrian greens, median greens, playground, neighborhood parks and dog park shown on the approved Land Development Plans for Village of Cranberry Woods-CCD (2015).
- w) The term “**Separate Utility Facilities**” shall mean any of the following not for use in common by other Owners or Occupants: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm and sanitary sewer systems) underground domestic and fire protection water systems, underground natural gas systems, underground electric power, underground cables and systems, underground telephone, television, and other telecommunications cables and systems, and all other

underground utility systems and facilities reasonably necessary for the use or service of any Building situated on any Parcel. Separate Utility Facilities will be located solely on the Parcel benefitted thereby.

x) The term “**Site Plan**” shall mean the site plan of the Parcels attached hereto as Exhibit “A”. Except as may be otherwise provided in this Declaration, the Site Plan is attached hereto for general information purposes only.

y) The term “**Stormwater Parcel**” shall mean Parcel H as shown on the Subdivision Plan, the purpose of which is to have constructed and maintained upon it the stormwater detention basin serving the Parcels.

z) The term “**Streets**” shall mean the roadways, curbs, footers and all related improvements serving all of the Parcels, as depicted on Exhibit “A” and designated as Pendleton Way and Fairport Lane.

aa) The term “**Utilities Facilities**” shall mean Common Utility Facilities and/or Separate Utilities Facilities, individually and/or together.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, shall be benefitted and burdened by the following nonexclusive and perpetual easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

a) Ingress and Egress on Parcels. The Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, as applicable, shall be benefitted and burdened by a non-exclusive, perpetual, reciprocal easement appurtenant for vehicular and pedestrian access, ingress and egress over (i) the Streets and the sidewalks in the easement areas depicted on Exhibit “A” as presently or hereafter constructed, and (ii) the driveways and sidewalks as presently or hereafter constructed, so as to provide for the passage of motor vehicles and pedestrians (x) between Longtree Way, Cranberry Woods Drive, and each of the Parcels, and (y) among and between each of the Parcels. Such easements are hereby imposed upon each of the Parcels and all present and future Owners and Permittees of each Parcel.

b) Utility Facilities. Subject to the terms of this Declaration, the Declarant hereby grants to the Owners and the respective Permittees of each Parcel, (x) a perpetual easement appurtenant over and under the Parcels, within the utility, private storm sewer and sanitary sewer easement areas depicted on Exhibit “A”, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities, including without limitation any Common Utility Facilities and/or Separate Utility Facilities installed by any public utility companies and/or governmental agencies, and (y) a perpetual easement appurtenant over, under, upon and across the Stormwater Parcel for the discharge and drainage of stormwater from the Building Parcels. All Utility Facilities installed in, on, or under the Parcels shall be underground if reasonably

possible and the location of all Utility Facilities shall be subject to the approval of the Owner across whose Parcel such Utility Facilities are to be located. Upon request by the Association or any Owner, an Owner or Occupant installing, repairing or replacing Utility Facilities shall provide to the Association and the other Owners a copy of an "as-built" survey and/or other reasonably satisfactory evidence showing the location of all installed Utilities Facilities. No work on the Streets or the Stormwater Parcel will be permitted without approval of the Association. Each Owner shall have the right to use any surface area of its Parcel subject to any easement granted herein for purposes not inconsistent with the easement grant. The Owner of any Parcel may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon. Any relocation for Common Utility Facilities on any Parcel:

- (i) may be performed only after providing thirty (30) days' written notice to each other Owner (and/or to any public utility company, if applicable) of its intention to relocate such facilities, except in case of emergencies, in which case such advance notice will be as is practicable under the circumstances;
- (ii) shall not interfere with or diminish the utility services to any Parcel; provided however, temporary interferences and diminutions in utility services shall be permitted if they occur during the non-business hours of the other Owners or their Occupants, the interference or diminution is for only such time as absolutely necessary to conduct the relocation, but in no event longer than six (6) hours unless substitute utilities are provided, and the Owner conducting the relocation shall promptly reimburse the other Owners and Occupants for all costs, expenses and losses incurred by such Owners and Occupants as a result of such interferences or diminutions, or both;
- (iii) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;
- (iv) shall be located underground, if reasonably possible;
- (v) shall be performed without cost or expense to the other Owners and Occupants;
- (vi) shall be performed pursuant to permits and plans approved by the applicable utility company or governmental or quasi-governmental agency providing such service;
- (vii) shall be performed using materials and designed standards which equal or exceed those originally used, but in any case at least as required by applicable building codes;
- (viii) except in the event of an emergency, shall not be carried on during the period from December 1 through the next succeeding February 28, or on any weekends; and

- (ix) shall in no event interrupt heat (gas or electricity) during the winter months.

Upon relocating any Utilities Facilities as permitted herein, the Owner or Association conducting the relocation shall provide, at its cost, to the other Owners, the Association and to the public utility company, if applicable, an "as-built" survey or other reasonable evidence reflecting the location of the relocated Utilities Facilities. Such easements are hereby imposed upon each of the Parcels and all present and future Owners and Permittees of each Parcel.

c) Recreational Facilities. The Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, as applicable, shall be benefited and burdened by a non-exclusive, perpetual, reciprocal easement appurtenant in favor of each Parcel, all Owners and Permittees of the Parcels, and the public, over and under the Parcels for (i) access and passage over and across the Parcel to the Recreational Facilities, and (ii) the use and enjoyment of such Recreational Facilities. Such easements are hereby imposed upon each of the Parcels and all present and future Owners and Permittees of each Parcel.

d) Public Pedestrian Access Easement. The Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, as applicable, shall be benefited and burdened by a non-exclusive, perpetual, reciprocal easement appurtenant in favor of each Parcel, all Owners and Permittees of the Parcels, and the public, for (i) vehicular and pedestrian access, ingress and egress by the public over the sidewalks in the easement areas depicted on Exhibit "A" as presently or hereafter constructed, and (ii) use and enjoyment of the Recreational Facilities other than the dog park. It is intended that the use of the dog park shall be limited only to Owners and Permittees of the Parcels. Such easements are hereby imposed upon each of the Parcels and all present and future Owners and Permittees of each Parcel.

e) Temporary Construction/Maintenance Easements. The Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, as applicable, shall be benefited and burdened by a temporary easement for access and passage over and across the easement areas of each Parcel as shall be reasonably necessary for the construction, maintenance, repair and/or replacement of any improvements included within the easement rights granted under this Declaration, including the construction of any Recreational Facilities that are the obligation of an Owner. With respect to any work performed by any Owner under this Declaration on the Parcel of another Owner, the Owner performing such work shall comply with all requirements of this Article II and shall, promptly after completion of such work, restore all portions of the other Parcel(s) that were affected by the performance of such work to substantially the same condition that existed prior to the performance of such work. Such easements are hereby imposed upon each of the Parcels and all present and future Owners and Permittees of each Parcel.

2.2 Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably

interfere with, obstruct or delay the conduct and operations of the business or occupancy of any other Owner or their Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business or residences. Except as otherwise set forth in this Declaration, all easement rights shall be exercised by each Owner or Permittee at its sole cost and expense.

2.3 No Barrier Agreement. No barriers, fences, grade changes or other obstructions shall be erected or permitted so as to impede or interfere in any way with the free flow of vehicular (including bicycles) and pedestrian traffic over the access easement areas described in Section 2.1(a) and 2.1(c) above, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners of the rights and easements created by this Article II. Each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that no portion of the access easement area will be closed off), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction. In the event of any such obstruction, the Owner on whose Parcel the obstruction occurs shall proactively, or immediately in the case the obstruction was unforeseen or due to an emergency, undertake good faith and commercially reasonable efforts to minimize the scope and duration of the obstruction, arrange for alternative traffic routes, arrange for traffic direction by a uniformed officer, provide notifications to all tenants of other Parcels and post conspicuous and clear directional signage.

3. Village of Cranberry Woods Phase II Owners Association.

3.1 Establishment of Association/Purpose. The Association shall be a Pennsylvania not-for-profit corporation. The Association shall be established not later than the date this Declaration is filed for record. The Association shall be and serve as the Parcel Owners' ownership association for the purpose of operating and maintaining the Infrastructure.

3.2 Membership. Membership in the Association shall be limited to the Owners of the Building Parcels, and every person or entity which is or becomes a record owner of a fee or undivided fee simple interest in a Building Parcel shall be deemed an Owner and a member of the Association. The foregoing is not intended to include persons or entities which hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Building Parcel and transfer of a Building Parcel shall automatically transfer membership to the transferee.

3.3 Voting Rights. Each Owner shall be entitled to the number of votes equal to the total Acreage of such Owner's Building Parcel owned in fee simple, rounded up or down to the nearest whole number; provided, however, that in no event shall any Owner be entitled to less than one (1) vote owned in fee simple. In the case where more than one entity or party is an Owner of one Parcel, such group of Owners of one Parcel shall be required to act collectively as one Owner, and unless timely challenged by an Owner of a fee simple interest in a Parcel, any Owner of a fractional fee simple interest in that Parcel may cast the entire vote with respect to that Parcel.

3.4 Board of Directors. The Owners shall comprise the Board of Directors. Not later than one hundred eighty (180) days after the Declarant has conveyed ownership interests appertaining to the Multifamily Parcel, the Owners shall meet and take office as Directors, and shall, as soon as reasonably possible, appoint officers. Thereafter, at each annual meeting, the Owners shall elect Officers as set forth in the By-Laws.

3.5 Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Infrastructure and assess and collect funds for the payment thereof, and do all things and exercise all rights provided by the UPCA, the By-Laws, or the NPCL, that are not specifically reserved to Owners.

3.6 Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of revocable authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant or the owner of the Multifamily Parcel, or any other entity designated by Declarant or the owner of the Multifamily Parcel, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or the owner of the Multifamily Parcel or one or more other firms or corporations affiliated with Declarant or the owner of the Multifamily Parcel for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Board at the time entered into under the circumstances then prevailing.

3.7 By-Laws. The Board shall adopt By-Laws in accordance with the NPCL. The managing agent, or the Board if there is no managing agent, shall maintain a true copy of the By-Laws of the Association.

3.8 Agent for Service of Process. The name of the person to receive service of process for the Association and that person's residence or place of business, which is where the Property is situated, is: **Bernard T. Reilly**. If this individual for any reason ceases to be registered with the Secretary of State of the Commonwealth of Pennsylvania as statutory agent for the Association, the person so registered shall be the person to receive service of process for the Association.

4. Maintenance.

4.1 General. Each Owner thereof shall maintain its Parcel in a safe, lawful, clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris; provided, however, that no Owner shall be responsible for the maintenance of a Recreational Facility located on its parcel, the responsibility for which shall belong to the Association as more particularly set forth below. All installation, maintenance, repair and removal of any roadways, sidewalks or Utility Facilities on any Parcel shall be performed in a manner that causes as little disturbance to the Owners (and their respective Occupants) of the other Parcels as may be practicable under the circumstances and any and all portions of the surface area of the other Parcels which may have been excavated, damaged or

otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of the party conducting the work, to essentially the same condition as existed prior to the commencement of any such work.

4.2 Buildings and Related Improvements. Each Owner of a Parcel covenants to keep and maintain, at its sole cost and expense, the Building(s) and related improvements located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a Building and related improvements on any Parcel, the Owner of Parcel shall diligently cause either (a) repair, restore and rebuild such Building and related improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) demolish and remove all portions of such damaged or destroyed Building or related improvements then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this Section 4.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease, declaration or other written agreement between an Owner and such Owner's Permittees.

4.3 Roadways and Sidewalks within Access Easement Areas. The Association will at all times operate and maintain or cause to be operated and maintained the Street and sidewalks within the access easement areas located on the Parcels in good order, condition and repair. Maintenance shall include, without limitation, maintaining and repairing the surface of the roadways or sidewalks, removing all papers, debris and other refuse from and periodically sweeping the roadway and sidewalk areas, and undertake all activities necessary to maintain the same in a clean, safe, sightly and orderly condition. Except as otherwise limited by the terms of this Declaration, each Owner shall not, nor allow any Occupant to alter, modify, reconfigure, relocate and/or remove the roadways or sidewalks within the access easement area without the advance written notice to all Owners.

4.4 Utility Facilities. The Association will at all times operate and maintain the Common Utility Facilities to be installed on the Parcels in good order, condition and repair.

4.5 Recreational Facilities. The Association will at all times operate and maintain the Common Utility Facilities to be installed on the Parcels in good order, condition and repair.

4.6 Infrastructure Installation and Maintenance. Declarant shall be responsible for the initial installation of all Infrastructure, including the cost of such installation. The Association shall be responsible for the maintenance and repair of all Infrastructure, as provided in Sections 4.3 and 4.4, and for elements of Infrastructure not described in Sections 4.3 and 4.4, such elements shall be maintained and repaired in a similar fashion (namely, to be in good working order, safe, sightly and in compliance with all laws).

4.7 Infrastructure Maintenance Assessments and Payments.

a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and

prorate among the Building Parcels, expenses of the Association relative to the Infrastructure consisting of the following:

- (a) the estimated next fiscal year's cost of the maintenance, repair, licensing, permitting, and other services to be provided by the Association;
 - (b) the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
 - (c) the estimated next fiscal year's costs for utility services not separately metered, if any;
 - (d) the estimated next fiscal year's cost of real estate taxes to be assessed against the Stormwater Parcel;
 - (e) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - (f) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one (1) year ought to be maintained; and
 - (g) the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and any other costs constituting expenses relating to the maintenance of the Infrastructure not otherwise herein specifically excluded.
- (2) The Board shall thereupon allocate to each Owner that Owner's Pro-rata Share of all of these items, and thereby establish the annual operating assessment for each separate Building Parcel. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.
- (3) The annual operating assessment shall be payable in advance monthly, commencing January 1st of each year, provided that nothing contained herein shall prohibit any Owner from prepaying assessments in annual or semi-annual increments. The due dates of any such installments shall be the first day of each month, or as may be modified by the Board.

- (4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.
- (5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits available, except on dissolution of the Association, for distribution to Owners.
- (6) Additionally, during the initial years of the Association's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Parcel, the Association shall pay the real estate taxes and assessments attributable to the Infrastructure Parcel when due, and assess each Owner for the Owner's Pro-rata Share.
- (7) By March 1 of each year, the Association shall distribute to the Owners a reconciliation statement of the prior fiscal year's actual expenses.

b) Special Assessments for Capital Improvements.

- (1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements to the Infrastructure to the extent that reserves therefor are insufficient, provided that new capital improvements in excess of \$5,000 and not replacing existing improvements shall not be constructed nor funds assessed therefor without the prior consent of Owners exercising no less than fifty percent (50%) of the voting power of Owners.
- (2) Any such assessment shall be prorated among all Owners in proportion to their respective Pro-rata Shares, and shall become due and payable on such date or dates as the Board determines following written notice to the Owners.

c) Special Individual Parcel Assessments. The Board may levy an assessment against an individual Parcel, or Parcels, to reimburse the Association for those costs incurred in connection with the Parcel(s) properly chargeable by the terms hereof to a particular Parcel (such as, but not limited to, the cost of enforcing the terms of this Declaration against an Owner). Any such assessment shall become due and payable on such dates as the Board determines, but not earlier than ten (10) days after the date the Board gives written notice to the Owner(s) subject thereto.

d) Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is

sent by the Board to the Owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments.

e) Effect of Nonpayment of Assessment; Remedies of the Association.

- (1) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, acting through at least fifty percent (50%) of the Directors, at its option, without demand or notice, may: (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or an overdue installment, alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the greater of the rate of fifteen percent (15%) per annum or two percent (2%) in excess of the Prime Rate as announced by PNC National Bank, but in no event greater than the maximum allowed by law, and (iii) impose a late charge.
- (2) Annual operating expenses and both types of special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien in favor of the Association upon the Parcel against which each such assessment is made.
- (3) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Deeds of Butler County, Pennsylvania, pursuant to authorization given by the Board; provided, however, that the failure of the Board to authorize or the Association to file, a certificate of lien shall not affect the validity of such lien or the Association's rights and remedies to enforce such lien, whether provided pursuant to the terms of this Declaration or the UPCA. The certificate shall contain a description of the Parcel against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other officer of the Association.
- (4) A lien for unpaid assessments as provided for herein shall be extinguished unless, within three (3) years from the date such assessments become due and payable the Association commences proceedings to enforce the lien.
- (5) Any Owner who believes that an assessment chargeable to the Owner's Building Parcel (for which a certificate of lien has been filed by the Association) has been improperly charged against that Building Parcel, may bring an action in the appropriate local courts of Butler County, Pennsylvania, for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Building Parcel, the court shall make such order as is just,

which may provide for a discharge of record of all or a portion of that lien.

- (6) Each such assessment together with interest, costs and reasonable attorneys' fees shall also be the joint and several personal obligation of the Owner who owned the Building Parcel at the time when the assessment fell due. The obligation for delinquent assessments, interest, costs and reasonable attorneys' fees shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successor, provided, however, that the right of the Association to a lien against that Building Parcel, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.
- (7) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, costs and reasonable attorneys' fees, bring an action at law against the delinquent Owner personally obligated to pay the same, an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Pennsylvania law.
- (8) No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Infrastructure, or any part thereof, or by abandonment of the Owner's Building Parcel.

f) Subordination of the Lien to First Mortgages. Subject to the terms of Section 5315(B) of the UPCA, 68 Pa. C.S. § 5315(B), the lien of the assessments provided for herein shall be prior to all other liens and encumbrances on a Building Parcel except (i) any duly executed first mortgage on a Building Parcel recorded prior to the date on which the assessment was due, if the assessment is not payable in installments, or the date on which the unpaid installment was due, if the assessment is payable in installments, (ii) judgments obtained for obligations secured by a mortgage described in this Section 4.7(f)(i), and (iii) liens for real estate taxes and other governmental assessments or charges against the Building Parcel, and any holder of such a first mortgage described in this Section 4.7(f)(i) which comes into possession of a Building Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Building Parcel which became due and payable prior to the time such holder or purchaser took title to that Building Parcel.

5. **Indemnity; Waiver; Insurance**

5.1 **Indemnity**

a) The Owner of each Parcel shall indemnify, defend and hold the other Owners of Parcels harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees and costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner and/or its Permittees.

b) The Owner of each Parcel (for itself and its Permittees) hereby waives and releases any and all right of recovery against the other Owners (and their Permittees) for any and all loss, or damage to any property of such Owner (and/or Permittees) located within or constituting a part of such Owner's Parcel, which loss or damage arises from any type of peril which is (or would be) covered by the insurance required pursuant to this Section 5.2. Each Owner shall have its respective property insurance policies issued in such form so as to waive any right of subrogation which otherwise might exist.

5.2 **Insurance.**

a) Throughout the term of this Declaration, each Owner of a Building Parcel shall procure and maintain, or cause to be procured and maintained, general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 5.1 above), death, or property damage occurring upon such Owner's Building Parcel, with single limit coverage of not less than an aggregate of not less than Five Million Dollars (\$5,000,000.00) including umbrella coverage, if any, and naming each other Owners, provided the Owner obtaining such insurance has been supplied with the name of such other Owners in the event of a change thereof, as additional insureds. Each Owner may elect to carry insurance required hereunder under master or blanket policies of insurance.

b) Each Owner will at all times maintain (or cause to be maintained) with respect to its Parcel the following insurance coverage:

Workers' Compensation - statutory limits (if any such Owner has any employees on such Parcel);

Employers' Liability - One Million Dollars (\$1,000,000.00) per occurrence (if any such Party has any employees on such Parcel);

Combined Single Limit for Bodily Injury and Property Damage - Five Million Dollars (\$5,000,000.00) per occurrence; and

Special Form Casualty Insurance in an amount equal to one hundred percent (100%) of the full replacement cost of all Buildings and related improvements located on such Building Parcel, subject to the right of such Owner to self-insure such required insurance coverage as set forth below.

c) Each Owner (the "Insuring Party") shall cause the other Owners (the "Additional Insureds") to be named as additional insureds on the Insuring Party's liability policy, and such insurance policy shall provide that the same shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement, without at least ten (10) days prior written notice to the Insuring Party and each Additional Insured. Each Additional Insured shall have the right (exercisable no more than once any calendar year) to request in writing the Insuring Party to produce a certificate of insurance showing the name of the Additional Insured on the Insuring Party's liability policy, and the Insuring Party shall have thirty (30) days to produce a certificate in response to such request.

d) All insurance required by this Section 5.2 shall be procured from companies licensed in the state where the Property is located and shall be rated by Best's Insurance Reports not less than A-/VIII. All insurance may be provided under:

(i) an individual policy covering this location;

(ii) a blanket or umbrella policy or policies which includes other liabilities, properties and locations of such Insuring Party; provided, however, that if such blanket or umbrella commercial general liability insurance policy or policies contain a general policy aggregate of less than TEN MILLION DOLLARS (\$10,000,000), then such Insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of TEN MILLION DOLLARS (\$10,000,000.00);

(iii) a plan of self-insurance, provided that any Insuring Party so self-insuring notifies the other Owners of its intent to self-insure and agrees that upon request it shall deliver to such other Owners each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Insuring Party or its parent company (but only to the extent that such parent company has guaranteed the obligations of the Insuring Party with respect to its indemnity and insurance obligations under this Declaration) has ONE HUNDRED MILLION (\$100,000,000.00) or more of net current assets; or

(iv) a combination of any of the foregoing insurance programs.

e) The insurance required above shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other Additional Insureds.

f) The Association will procure and at all times maintain the insurances described in this Section 5.2 with respect to the Infrastructure Parcel. The Owners shall each pay their respective Pro-rata Share of such insurance premiums for the Infrastructure Parcel. The Association shall pay all such premiums when due.

6. **Taxes and Assessments.**

Each Owner shall pay when due all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel. Each Owner of a Parcel shall pay its Pro-rata Share of all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Infrastructure Parcel. The Association shall pay when due all such taxes, assessments, and charges levied or made with respect to the Infrastructure Parcel.

7. **Legal Compliance.**

Each Owner shall cause its Building Parcel and the Association shall cause the Infrastructure Parcel, and all work performed under this Declaration, to comply with all applicable requirements of law and governmental regulations applicable thereto, provided that each Owner may contest any such law or regulations so long as such contest would not create any danger of a loss of title to, or impairment in any way of the use of, all or any portion of the easement areas and/or any easement rights granted to any other Owner under this Declaration.

8. **No Rights in Public; No Implied Easements.**

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Parcel. No easements, except those expressly set forth in Section 2, shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities (other than utilities and drainage specified in Section 2) are granted or implied.

9. **Remedies and Enforcement.**

9.1 **Default of Owner.** Except as otherwise provided herein, an Owner shall be deemed to be in default upon the expiration of thirty (30) days from receipt of written notice from any other Owner specifying the particulars in which such Owner has failed to perform the obligations of this Declaration unless that Owner, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. However, such Owner shall not be deemed to be in default if such failure (except the failure to pay any monetary obligation) can not be rectified within said thirty (30) day period despite its reasonable efforts in good faith to do so, and such Owner shall have commenced to cure the default within said thirty (30) days and shall diligently pursue such cure until completed. For purposes of this Declaration, any violation of this Declaration caused by any Permittee shall be deemed a violation of this Declaration by the Owner on whose Building Parcel such Permittee is located. The mortgagee of a defaulting Owner shall also have the right to cure such default in accordance with the preceding two (2) sentences, commencing from and after the date of receipt by such mortgagee of such notice of default provided that such mortgagee has provided its address to all other Parties pursuant to Section 11.11 below.

9.2 **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner

commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any other Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by PNC Bank (its successors or assigns), plus four percent (4%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on any Parcel, an Owner may immediately cure the same (with notice provided to the defaulting Owner as soon as may be practicable under the circumstances) and be reimbursed by the other defaulting Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus four percent (4%), as above described.

If any Owner shall fail to pay any sum due and payable to another Owner pursuant to this Section 9.2, such unpaid sum shall be secured by a lien on the Building Parcel of such defaulting Owner and any improvements thereon, which lien shall be effective upon the recording of a notice thereof in the Office of the Recorder of Deeds of Butler County, Pennsylvania. Such lien shall be subordinate to any first mortgage or deed of trust then encumbering the Building Parcel of such defaulting Owner, and in no event shall execution upon such lien disturb the then-existing leasehold interest of any Occupants of such Building Parcel.

9.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Building Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Building Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Articles 2, 4, 5 and/or 6 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Articles 2, 4, 5 and/or 6 of this Declaration, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Articles 2, 4, 5 and/or 6 of this Declaration.

9.6 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach or a default of any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be

exclusive, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

9.7 Cure by Mortgagee. Any mortgagee of any Building Parcel shall have the right, within the time period set forth above, to cure any default of any Owner.

9.8 Dispute Resolution. All disputes arising under this Declaration will be initially referred to mediation, and if such dispute is not resolved within thirty (30) days of any Owner's demand for mediation will be referred to binding arbitration under the Construction Industry Rules of the American Arbitration Association, except for matters which require or involve injunctive relief, which shall be referred to a court of competent jurisdiction.

9.9 Waiver of Trial by Jury. All Owners and Permittees, by acceptance of title or possession of a Building Parcel, hereby waives trial by jury in any action, proceeding or counterclaim brought by any Owner, Permittee or their lenders against any other on any matters whatsoever arising out of or in any way connected with this Declaration, or for the enforcement of any remedy under any statute, emergency or otherwise.

10. Term.

The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Recorder of Deeds of Butler County, Pennsylvania and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated as permitted under Section 12.2 below.

11. Eminent Domain.

In the event that the whole or any portion of a Parcel shall be taken by right of eminent domain, the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel (and/or its mortgagees and/or Occupants, as their interests may appear), provided that any Owner of any other Parcel which is not the subject of such taking may file a collateral claim with the condemning authority to the extent of any damage suffered by such other Owner (e.g., loss of easement rights). In the event of any partial taking, the Owner of the Parcel so taken shall restore the improvements located on the easement areas of such Owner's Parcel as nearly as possible to the condition existing prior to such taking without contribution from any other Owner, and any portion of any condemnation award necessary therefor shall be held in trust and applied for such purpose.

12. Miscellaneous.

12.1 Conflict With UPCA. In the event of a conflict between the provisions of this Declaration and the UPCA, to the extent permissible by the UPCA, the stricter provisions shall prevail.

12.2 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the

preparation and prosecution of such action or proceeding, if so ordered by the arbitrator or court as part of an adjudication of the merits of dispute in a final non-appealable order.

12.3 Amendment. The parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Building Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Recorder of Deeds of Butler County, Pennsylvania. In addition, to the extent that this Declaration is permitted to be amended by any Owner pursuant to the express terms of this Declaration on a unilateral basis, such Owner shall have the right to amend this Declaration by executing and acknowledging such amendment and recording the same in the official records of the Recorder of Deeds of Butler County, Pennsylvania.

12.4 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing. Unless provision is made for a specific time period in this Declaration, each response to a request for an approval or consent shall be given by the Person to whom directed within thirty (30) days after receipt thereof, and if the requesting Person does not receive such response within such thirty (30) day period, such request shall be deemed to have been approved.

12.5 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

12.6 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12.7 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.8 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and Declarations set forth herein with respect to the property so acquired by such grantee.

12.9 Separability. Each provision of this Declaration and the application thereof to any Parcel are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one of the Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

12.10 Time of Essence. Time is of the essence of all of the terms of this Declaration.

12.11 Entire Declaration. This Declaration contains the complete understanding and Declaration of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12.12 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owners and the Association. The notice address of Declarant and its lender are as follows:

Declarant:

VC Woods Associates, LP
2801 Liberty Avenue, Suite 100
Pittsburgh, PA 15222
Attn: Bernard T. Reilly

With copies to:

Russell P. Mills, Esquire
Mills & Henry
200 Benedum Trees Building
233 Fourth Avenue
Pittsburgh, PA 15222

Declarant's Lenders:

First National Bank of Pennsylvania
One F.N.B. Boulevard
Hermitage, PA 16148
Attention: Investment Real Estate Group

APB Holdings, LLC
4530 William Penn Highway, Suite #610
Murrysville, PA 15668-2002
Attention: Anthony P. Bucciero

Lue-Regent Associates
215 Executive Drive, Suite 300
Cranberry, PA 16066
Attention: Don Rodgers

Vigrid Capital, LLC
2000 Smallman Street, Suite 201
Pittsburgh, PA 15222
Attention: Bernard T. Reilly

With copies to:

First National Bank of Pennsylvania
4220 William Penn Highway
Monroeville, PA 15146
Attention: Michelle Petrovsky, Senior Vice President,
Investment Real Estate Group

Meyer, Unkovic & Scott LLP
Matthew D. Witworth, Esquire
525 Smithfield Street, 1300 Oliver Building
Pittsburgh, PA 15222

To the Association:

Village of Cranberry Woods
c/o Madison Acquisitions, LLC
Phase II Owners Association
2801 Liberty Avenue, Suite 100
Pittsburgh, PA 15222

To its statutory agent as set forth in Section 3.8:

Bernard T. Reilly
c/o Madison Acquisitions, LLC
2801 Liberty Avenue, Suite 100
Pittsburgh, PA 15222

Any mortgagee of any Building Parcel shall have the right to deliver written notice to all other Owners of Building Parcels.

12.13 Governing Law. The laws of the Commonwealth of Pennsylvania shall govern the interpretation, validity, performance, and enforcement of this Declaration.

12.14 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting party, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate; and (c) such other matters as may be reasonably requested with respect to this Declaration.

12.15 Bankruptcy. In the event of any bankruptcy affecting any Owner or Permittee of any Parcel, this Declaration shall, to the maximum extent permitted by law, be considered an Declaration that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

12.16 Excusable Delays. Whenever performance is required of any party subject to this Declaration, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse or inclement weather, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any party from the prompt payment of any monies required by this Declaration.

12.17 Mitigation of Damages. In all situations arising out of this Declaration, all parties subject to this Declaration shall attempt to avoid and mitigate the damages resulting from the conduct of any other party. Each party subject to this Declaration shall take all reasonable measures to effectuate the provisions of this Declaration.

12.18 Mortgage Subordination. Any mortgage or deed of trust affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Declaration.

12.19 Limitation of Liability. In no event shall any Owner (including the officers, directors, shareholders, members, partners, or agents thereof) have any personal liability with respect to any of the terms, covenants, conditions or provisions of this Declaration. In the event of any default by any Owner, any non-defaulting Owner shall look solely to the interest of such defaulting Owner in the defaulting Owner's Parcel for the satisfaction of each and every remedy of the non-defaulting Owner, provided that the foregoing shall not limit or prejudice the right of any non-defaulting Owner to pursue equitable relief and/or to recover from another Owner all sums required as a result of such Owner's self-insurance of its insurance obligations under Section 4.2 above. In addition, such Person shall be bound by this Declaration only during the period such Person is the fee or leasehold owner of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although Persons may be released under this paragraph, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land.

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**[CONTINUED FROM PREVIOUS PAGE]
[SIGNATURES TO DECLARATION OF EASEMENTS COVENANTS AND
RESTRICTIONS OF VILLAGE OF CRANBERRY WOODS PHASE II PLANNED
COMMUNITY]**

ATTEST:



A handwritten signature in black ink, appearing to be 'MWB', written over a horizontal line.

**DECLARANT:
VC WOODS ASSOCIATES, LP,
a Pennsylvania limited partnership**

By: VC Woods Management, Inc., a
Pennsylvania corporation, its general partner

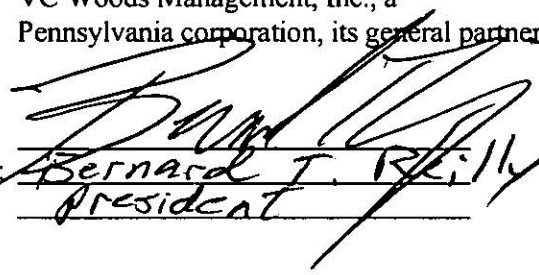
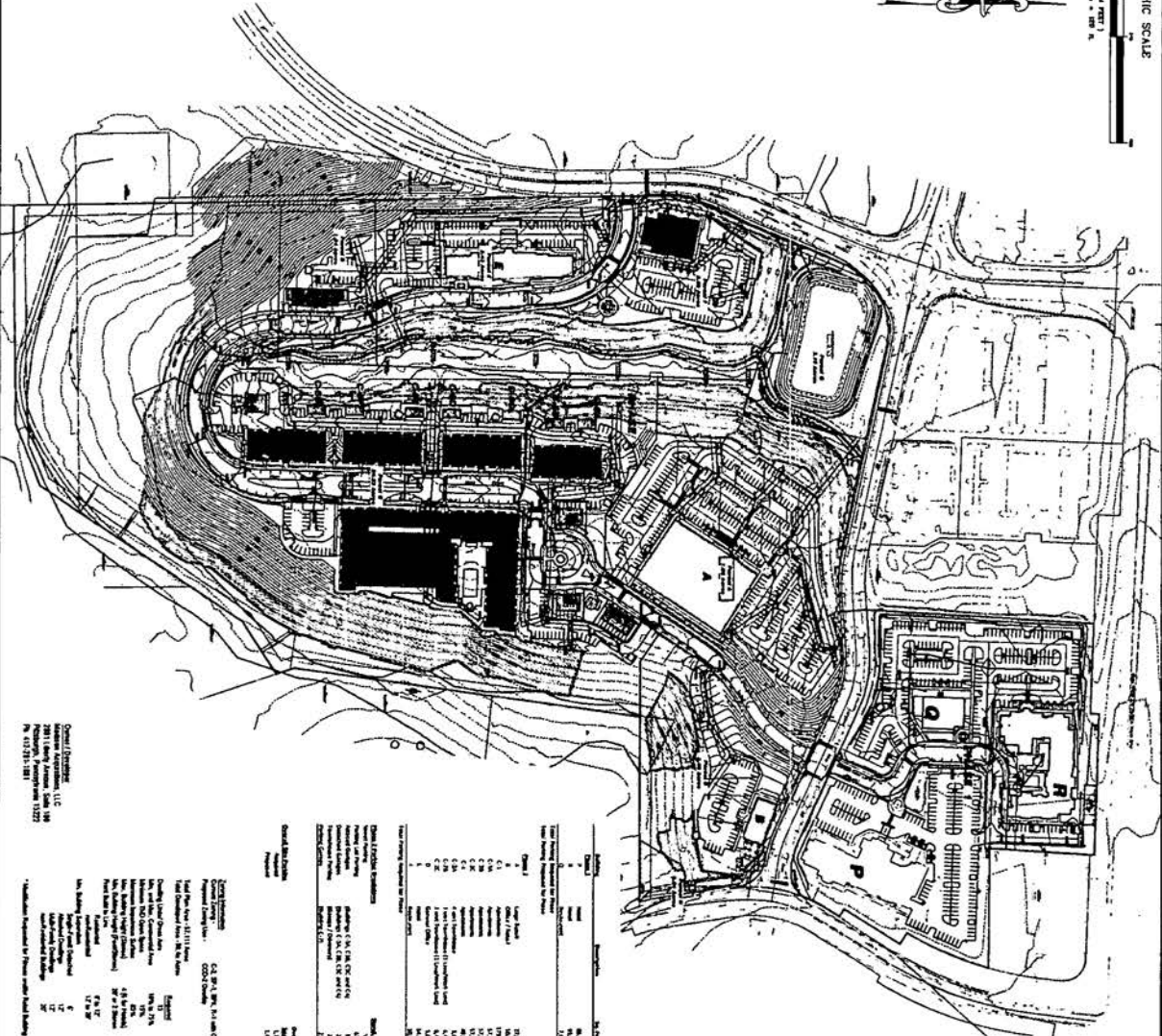
By: 
Name: Bernard J. Reilly
Title: President

EXHIBIT A

Site Plan

[Attached]



Overall Dimensions:
 2801 Liberty Avenue, Suite 100
 Pittsburgh, PA 15222
 No. 101231-1001

General Information
 Client: Madison Acquisitions, LLC
 Project: Revised Village of Cranberry Woods - CCD (2015) Overall Master Plan
 Date: 10/11/2015
 Scale: 1" = 200'
 Drawing No.: 10972-2

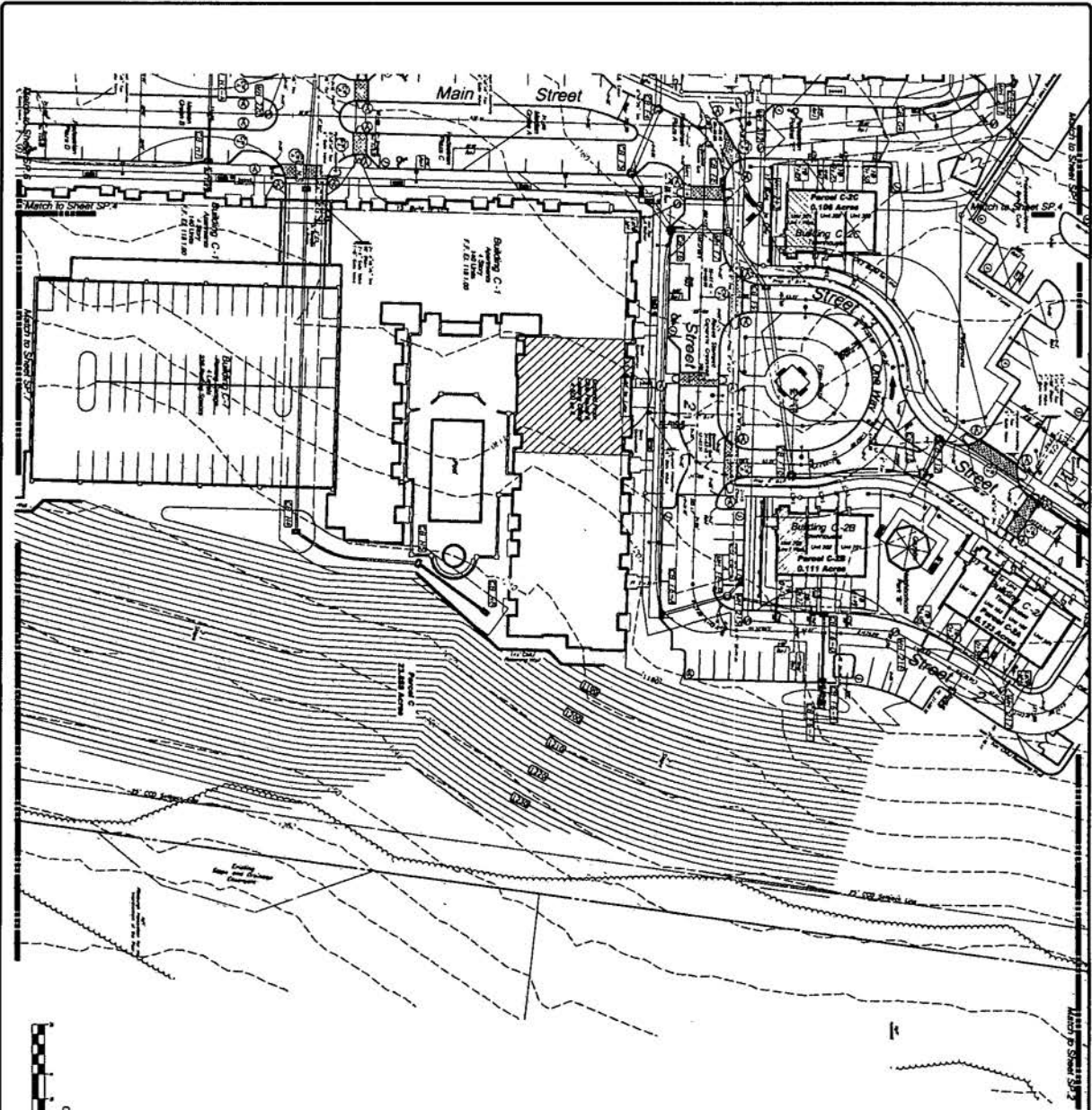
NO.	REVISION	DATE
1	Issue for Review	10/11/2015
2	Final Review	10/11/2015
3	Final Approval	10/11/2015

Area	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Overall Site	1,200,000	1,200,000	1,200,000
Buildings	150,000	150,000	150,000
Parking	200,000	200,000	200,000
Landscaping	50,000	50,000	50,000
Other	100,000	100,000	100,000

Area	Area (sq. ft.)	Area (sq. ft.)
Overall Site	1,200,000	1,200,000
Buildings	150,000	150,000
Parking	200,000	200,000
Landscaping	50,000	50,000
Other	100,000	100,000

Notes:
 1. This drawing is a site plan for the proposed development.
 2. All dimensions are in feet unless otherwise noted.
 3. The site is located at the intersection of Liberty Avenue and Cranberry Woods.
 4. The proposed development consists of a multi-story office building, parking lot, and landscaping.
 5. The site is currently zoned for office use.
 6. The proposed development is consistent with the zoning regulations.
 7. The site is currently vacant.
 8. The proposed development is a significant improvement to the area.
 9. The site is currently owned by Madison Acquisitions, LLC.
 10. The proposed development is a significant improvement to the area.

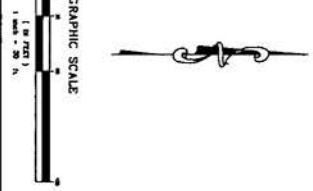
MP.1 10972-2	REVISIONS 1. Issue for Review 2. Final Review 3. Final Approval	TITLE Revised Village of Cranberry Woods - CCD (2015) Overall Master Plan Cranberry Township	CITY Madison Acquisitions, LLC 2801 Liberty Avenue, Suite 100 Pittsburgh, Pennsylvania 15222	CLIENT Madison Acquisitions, LLC 2801 Liberty Avenue, Suite 100 Pittsburgh, Pennsylvania 15222	DATE 10/11/2015	SCALE 1" = 200'	PROJECT Revised Village of Cranberry Woods - CCD (2015) Overall Master Plan	DESIGNER HAMPTON TECHNICAL ASSOCIATES, INC. ENGINEERING LAND SURVEYORS ESTABLISHED 1989 www.Hampton-Technical.com email@hampton-technical.com	GENERAL OFFICE 2801 Liberty Avenue, Suite 100 Pittsburgh, PA 15222 PHONE: (412) 781-9667 FAX: (412) 781-9668	FIELD OFFICE 12345 Main Street, Suite 100 Harrisburg, PA 17101 PHONE: (717) 655-8844 FAX: (717) 655-8844	
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NOTES:

1. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
2. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
3. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
4. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
5. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
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10. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
11. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.
12. The proposed site is located within the Village of Cranberry Woods - CCD (2015) Construction & Grading Plan.

- SITE LEGEND**
- Proposed Building
 - Proposed Parking
 - Proposed Street
 - Proposed Utility
 - Proposed Stormwater
 - Proposed Retention
 - Proposed Erosion Control
 - Proposed Landscaping
 - Proposed Site Access
 - Proposed Site Elevation
 - Proposed Site Slope
 - Proposed Site Contour
 - Proposed Site Boundary
 - Proposed Site Area
 - Proposed Site Volume
 - Proposed Site Weight
 - Proposed Site Density
 - Proposed Site Intensity
 - Proposed Site Frequency
 - Proposed Site Duration
 - Proposed Site Magnitude
 - Proposed Site Severity
 - Proposed Site Impact
 - Proposed Site Risk
 - Proposed Site Hazard
 - Proposed Site Vulnerability
 - Proposed Site Resilience
 - Proposed Site Adaptability
 - Proposed Site Flexibility
 - Proposed Site Robustness
 - Proposed Site Resilience
 - Proposed Site Adaptability
 - Proposed Site Flexibility
 - Proposed Site Robustness



NO.	DATE	DESCRIPTION
1	10/1/15	Initial Design
2	10/15/15	Final Design
3	10/30/15	Construction
4	11/15/15	Final Review
5	12/1/15	Final Approval

REVISIONS

DATE: 10/1/15

BY: [Signature]

DESCRIPTION: Initial Design

TITLE

Revised Village of Cranberry Woods - CCD (2015)
Construction & Grading Plan

CLIENT

Madison Acquisitions, LLC
2801 Liberty Avenue, Suite 100
Pittsburgh, Pennsylvania 15222

DESIGNER

Hampton Technical Associates, Inc.

DATE

10/1/15

HAMPTON

TECHNICAL ASSOCIATES, INC.

ENGINEERING LAND SURVEYORS

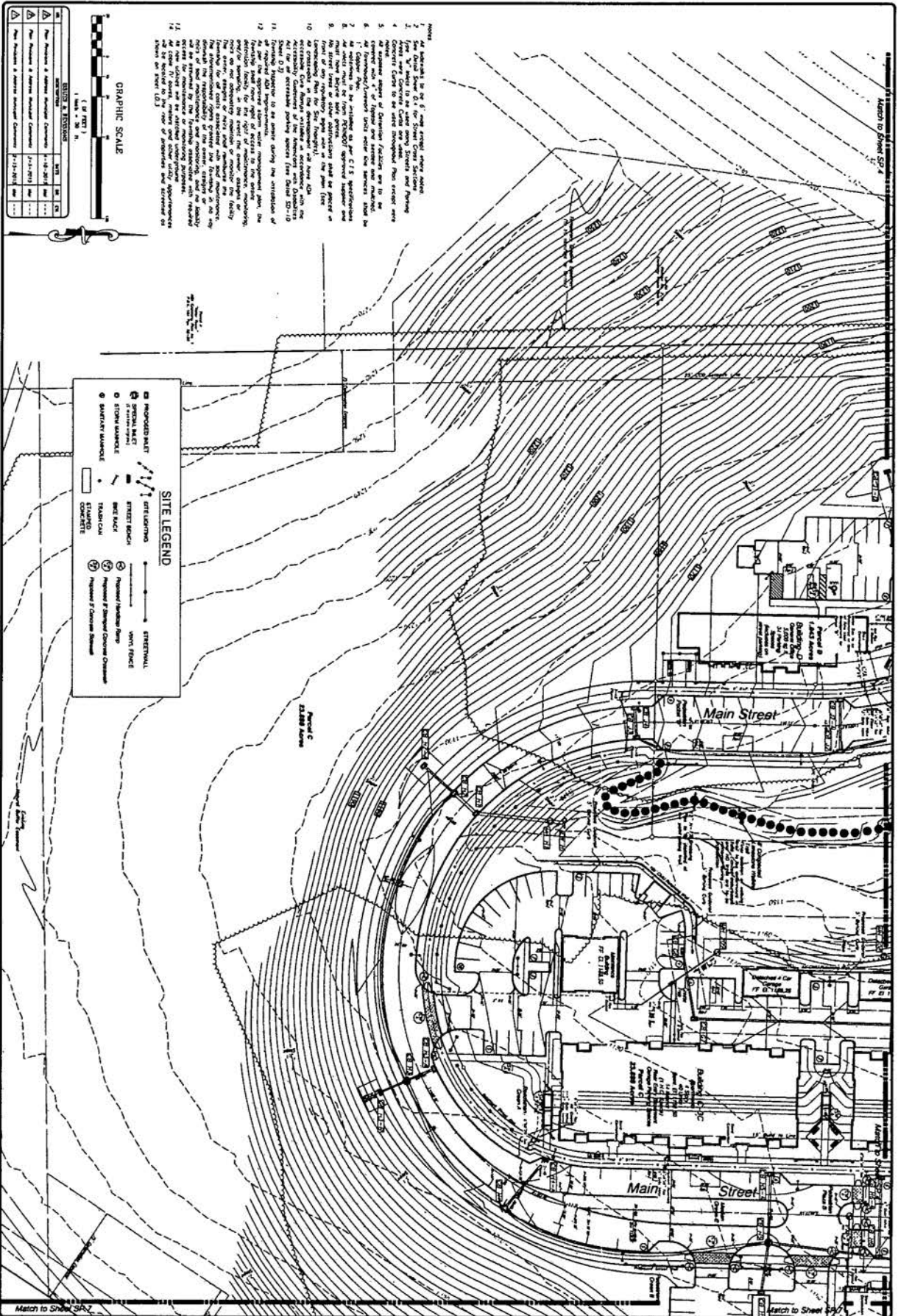
ESTABLISHED 1980

www.Hampton-Technical.com
email@hampton-technical.com

CONSTRUCTION OFFICE
2801 Liberty Avenue, Suite 100
Pittsburgh, PA 15222
PHONE: (412) 781-1800
FAX: (412) 781-1800

FIELD OFFICE
2801 Liberty Avenue, Suite 100
Pittsburgh, PA 15222
PHONE: (724) 855-1344
FAX: (724) 855-1344





Match to Sheet SP-7

DATE REVISION
 10/27/2015
 10/27/2015
 10/27/2015

PROJECT
 SP.6

10/27/2015
 10/27/2015

TITLE
 Revised Village of Cranberry Woods - CCD (2015)
 Construction & Grading Plan
 Cranberry Township
 Butler County, Pa

CLIENT
 Madison Acquisitions, LLC
 2001 Liberty Avenue, Suite 100
 Pittsburgh, Pennsylvania 15222

SCALE
 1" = 20'

DATE
 10/27/2015

BY
 [Signature]

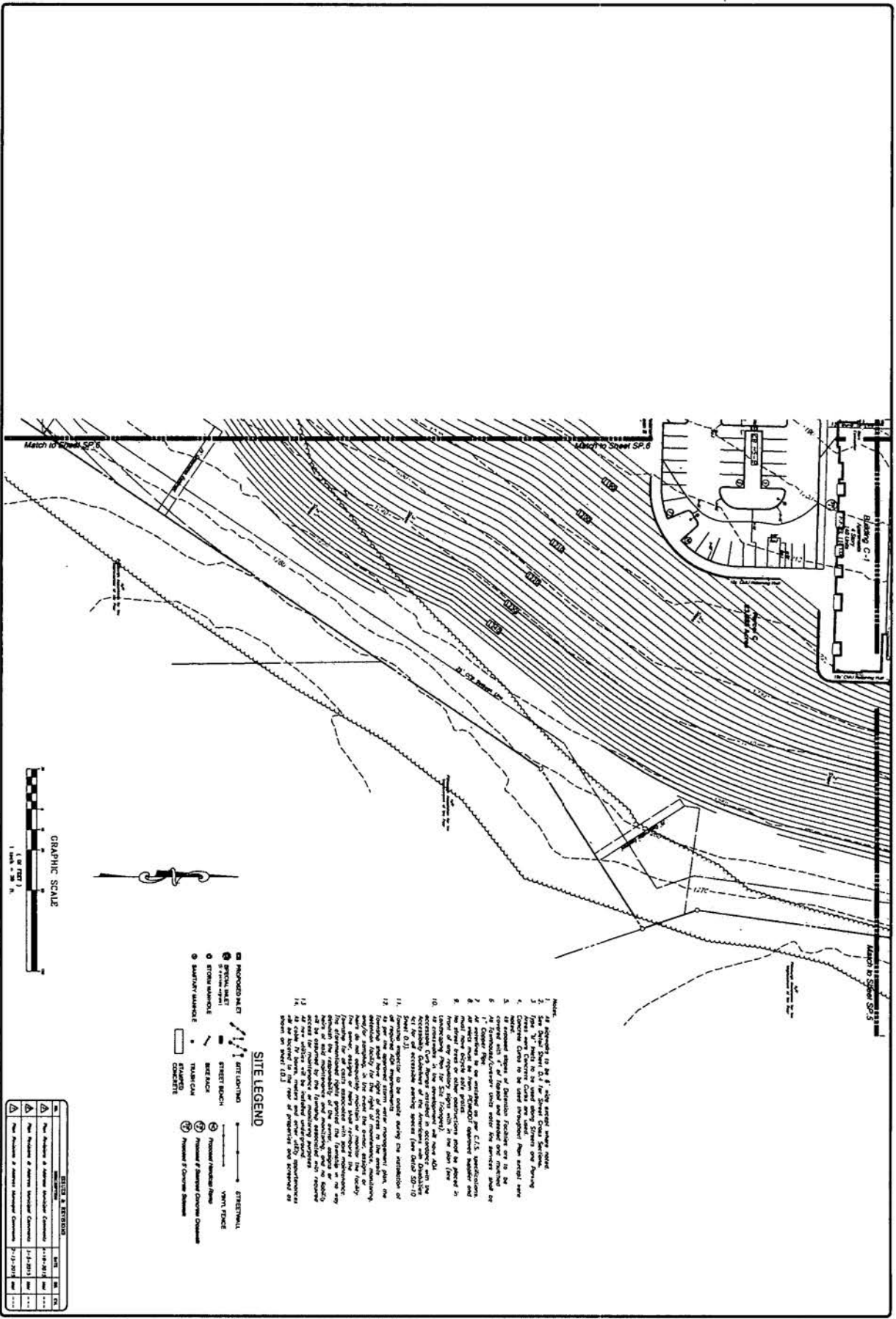
HAMPTON
 TECHNICAL ASSOCIATES, INC.
 ENGINEERING LAND SURVEYORS
 ESTABLISHED 1980

www.Hampton-Technical.com
 email@hampton-technical.com

REGIONAL OFFICE
 200 North Main Street, Suite 100
 Pittsburgh, PA 15222
 PHONE: (412) 781-1000
 FAX: (412) 781-1000

MAJOR OFFICE
 222 South Main Street, Suite 9
 Erie, PA 16508
 PHONE: (814) 835-1344
 FAX: (814) 835-1344





- NOTES:**
1. All dimensions are in feet unless otherwise noted.
 2. All elevations are in feet above sea level.
 3. All elevations are in feet above sea level.
 4. All elevations are in feet above sea level.
 5. All elevations are in feet above sea level.
 6. All elevations are in feet above sea level.
 7. All elevations are in feet above sea level.
 8. All elevations are in feet above sea level.
 9. All elevations are in feet above sea level.
 10. All elevations are in feet above sea level.
 11. All elevations are in feet above sea level.
 12. All elevations are in feet above sea level.
 13. All elevations are in feet above sea level.
 14. All elevations are in feet above sea level.

SITE LEGEND

- PROPOSED BUILDING
- SPECIAL WALKWAY
- STREET LIGHTING
- STREET BENCH
- BIKE RACK
- TRASH CAN
- EMERGENCY CALL
- STREETWALL
- VAULT FENCE
- PROPOSED VEHICLE DRIVE
- PROPOSED BIKEWAY DRIVE
- PROPOSED DRIVEWAY

NO.	REVISION	DATE	BY	CHK.
1	Initial Issue	11-18-2015
2	Final Review & Approval	11-18-2015
3	Final Review & Approval	11-18-2015

SP.7

DATE: 11/18/2015

SCALE: 1" = 20'

Revised Village of Cranberry Woods - CCD (2015) Construction & Grading Plan

Cranberry Township, Butler County, Pa.

Madison Acquisitions, LLC
2801 Liberty Avenue, Suite 100
Pittsburgh, Pennsylvania 15222

HAMPTON

TECHNICAL ASSOCIATES, INC.

ENGINEERING LAND SURVEYORS

ESTABLISHED 1980

www.Hampton-Technical.com
email@hampton-technical.com

GENERAL OFFICE

1000 North 10th Street, Suite 201
Pittsburgh, PA 15222
PHONE: (412) 781-1880
FAX: (412) 781-1881

FIELD OFFICE

1000 North 10th Street, Suite 201
Pittsburgh, PA 15222
PHONE: (724) 863-4344
FAX: (724) 863-4348

MADE BY: SCHEIDT

MADE BY: SCHEIDT

MADE BY: SCHEIDT

EXHIBIT B

Overall Legal Description

All that certain lot or parcel of ground situate in the Township of Cranberry, County of Buyer and Commonwealth of Pennsylvania, being designated as Lot No. 2 Revised Revision A in the Village of Cranberry Woods – Phase 1 Plan, as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania, in Plan Book Volume 322, Pages 50-52.

Being the same premises conveyed to Declarant by FRA Development Group, LP, pursuant to that certain Deed in Lieu of Foreclosure dated December 23, 2013 and recorded January 3, 2014 in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument No. 201401030000141.

EXHIBIT C

Subdivision Plan

[Attached]

12-01-2015
 74471015
 74471015

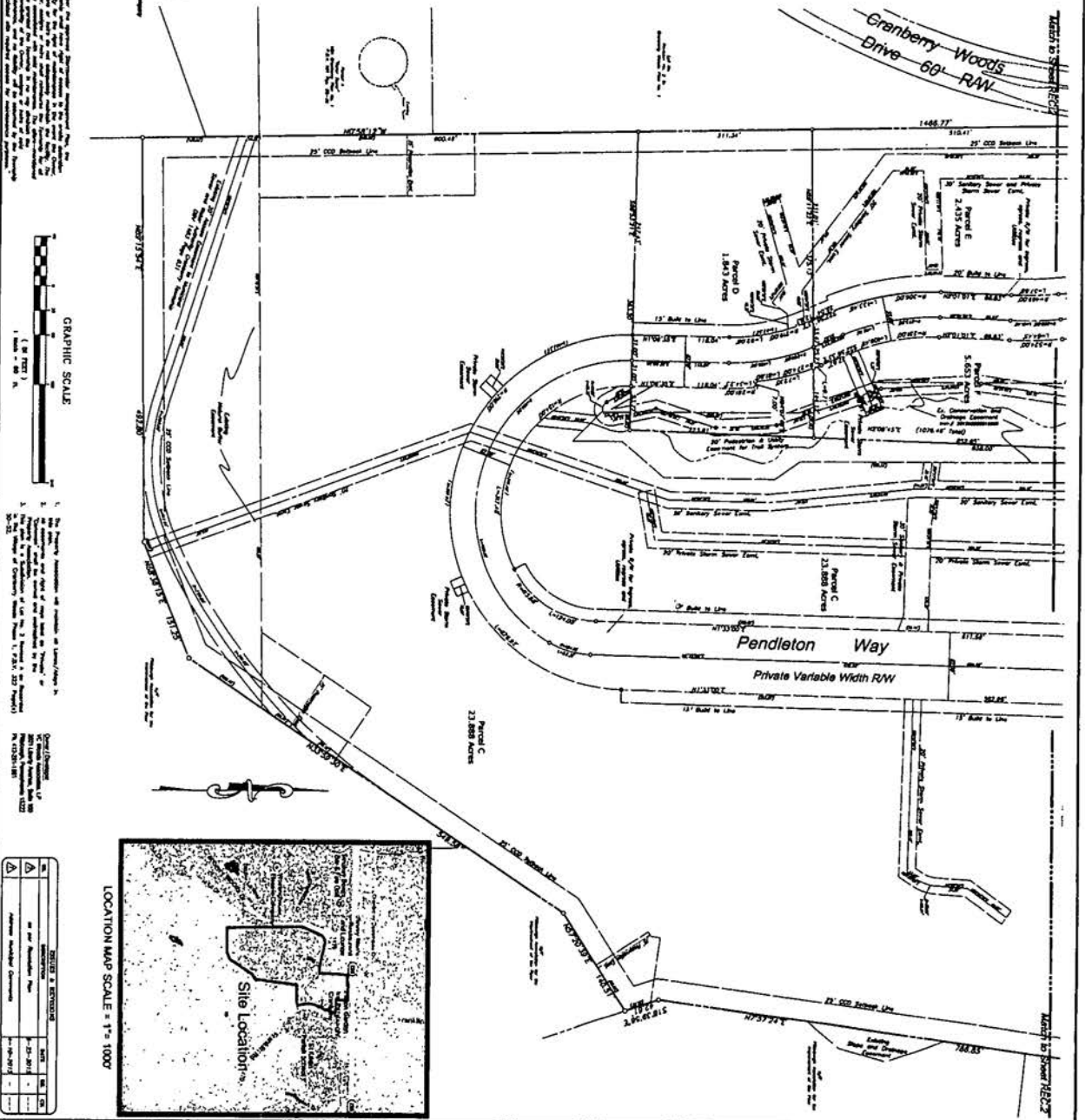
DUPLICATE

Recorder's Office
 Recorder of Deeds
 Butler County, Pennsylvania
 100 North 10th Street
 Butler, PA 15005
 Phone: (724) 838-1234
 Fax: (724) 838-1235
 Website: www.butlercountypa.gov

Notary Public
 Notary Seal
 Notary Name
 Notary Commission Expires

Project Information
 Project Name: Revised Village of Cranberry Woods - CCD (2015)
 Plan for Recording
 Location: Cranberry Woods, Butler County, PA

Owner/Developer
 VC Woods Associates, LP
 2501 Liberty Avenue, Suite 100
 Pittsburgh, Pennsylvania 15222




REC-1 10972-2	TITLE Revised Village of Cranberry Woods - CCD (2015) Plan for Recording Cranberry Township, Butler County, Pa.	HAMPTON TECHNICAL ASSOCIATES, INC. ENGINEERING AND SURVEYORS ESTABLISHED 1980 www.hampton-technical.com email@hampton-technical.com	CONTRACT OFFICE State Technical Center 20 Stone Street, Suite 202 Pittsburgh, PA 15222 PHONE (412) 781-1000 FAX (412) 781-8804	MARK E. SCHMIDT Notary Public Notary Seal
	OWNER/DEVELOPER VC Woods Associates, LP 2501 Liberty Avenue, Suite 100 Pittsburgh, Pennsylvania 15222			

EXHIBIT D

EXISTING EASEMENTS

[Attached]


 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BII	

File No. 14-5836

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

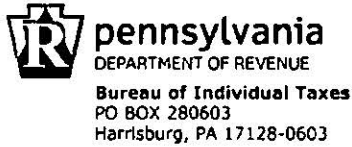
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
9. all matters shown on the Plan as recorded in the Recorder's Office of Butler County, Pennsylvania in Plan Book Volume 322, Pages 50-52 and Plan Book 316, Pages 36-37.
10. Rights granted to Pennsylvania Power Co. as set forth in Instrument No. 201009020019656.
11. Easement to Robert J. Krome, Sr. as set forth in Instrument No. 201103310007994.
12. Sanitary Sewer Lines Easement to Township of Cranberry as set forth in Instrument No. 201105270012927.
13. Restrictions and other matters, if any, appearing of record as Instrument No. 201104060008488, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
14. Easement to Family Resources f/k/a Pittsburgh Association for the Improvement of the Poor as set forth in Instrument No. 201001270001935.
15. Natural Buffer Easement to Family Resources f/k/a Pittsburgh Association for the Improvement of the Poor as set forth in Instrument No. 201001270001934.
16. Underground Gas Pipe Line Easement to Peoples Natural Gas Company as set forth in Instrument No. 201208010021869.
17. Gas Pipe Line Easement to The Peoples Natural Gas Co. D/B/A Dominion Peoples as set forth in Instrument No. 200805190011081.
- 18.
- 19.

 First American Title™	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Schedule BII (Cont.)	

File No. 14-5836

- 20. Stormwater Discharge Easement to Knockout Development Associates as set forth in Instrument No. 200307080029981.
- 21. Easement for the use of private road for ingress and egress to The Municipal Sewer and Water Authority of Cranberry Township as set forth in Deed Book 1483, Page 825.
- 22. Rights granted to the North Pittsburgh Telephone Company as set forth in Deed Book 1072, Page 856.
- 23. Rights granted to Pennsylvania Power Company as set forth in Deed Book Volume 878, Page 43 and Deed Book Volume 512, Page 8.
- 24.
- 25. 30 feet wide right of way as set forth in Deed Book 808, Page 149.
- 26. -
- 27.

- 28.



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	INST #
Page Number	2016 0112 0000677
Date Recorded	1/12/16

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Alan K. Sable, Esq.		Telephone Number: (412) 288-5721	
Mailing Address c/o Reed Smith LLP, 225 Fifth Avenue		City Pittsburgh	State ZIP Code PA 15222

B. TRANSFER DATA

Date of Acceptance of Document 12 / 30 / 2015			
Grantor(s)/Lessor(s) VC WOODS ASSOCIATES, LP	Telephone Number: (412) 281-1881	Grantee(s)/Lessee(s) VC WOODS ASSOCIATES, LP	Telephone Number: (412) 281-1881
Mailing Address 2801 Liberty Avenue, Suite 100		Mailing Address 2801 Liberty Avenue, Suite 100	
City Pittsburgh	State PA	ZIP Code 15222	City State ZIP Code Pittsburgh PA 15222

C. REAL ESTATE LOCATION

Street Address 130-4F-44-35A, Franklin Road		City, Township, Borough Cranberry Township	
County Butler	School District Seneca Valley	Tax Parcel Number 130-4F44-35A-0000 (Part of)	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 0	2. Other Consideration + 0	3. Total Consideration = 0
4. County Assessed Value N/A	5. Common Level Ratio Factor X 9.43	6. Computed Value = N/A

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ N/A (100%)	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 0 %
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **The instrument is not taxable as it is not a conveyance of an interest in real estate to a third party.**

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 12-30-2015
---	---------------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.