Declaration of Planned Community

60 2016 00040364

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2016-40364 BK-DE VL-16650 PG-192

Recorded On: December 23, 2016 As- Deed Agreement

Parties: ESTATES AT FRANKLIN FIELDS

To FRANKLIN FIELDS 2 L P # of Pages: 19

Comment: DECLARATION

********** THIS IS NOT A BILL **********

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER EXEMPT

Value 0.00

Department of Real Estate Stamp

Certified On/By-> 12-21-2016 / S B

NOT A DEED OF TRANSFER

ZOKAITES
JAN 06 2017
RECEIVED

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2016-40364
Receipt Number: 3181546
Recorded Date/Time: December 23, 2016 11:12:32A
Book-Vol/Pg: BK-DE VL-16650 PG-192
User / Station: T Greil - Cash Super 05

Record and Return To:

FRANKLIN FIELDS 2 LP
375 GOLFSIDE DR
WEXFORD PA 15090

Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

18
AL

262498 DRE Certified
21-Dec-2016 03:27P\Int By: S B

DECLARATION OF PLANNED COMMUNITY

OF

THE ESTATES AT FRANKLIN FIELDS

a Planned Community

By

Franklin Fields 2, LP

Mail to:

Franklin Fields 2, LP
375 Golfside Drive
Wexford, PA 15090

11/2016

DECLARATION OF PLANNED COMMUNITY OF THE ESTATES AT FRANKLIN FIELDS

a Planned Community

ARTICLE I:
AMENDMENT; SUBMISSION; DEFINED TERMS.

Section 1.1 Declarant; Property. Franklin Fields 2, LP (the "Declarant"), is the owner of the real estate described as follows: All those certain Lots or pieces of ground known as Lots 101 through 135 situate in Franklin Park Borough (the "Municipality"), Allegheny County, Pennsylvania, being part of the The Estates at Franklin Fields Phase 1 as appears of record in the Recorder of Deeds Office of Allegheny County, Pennsylvania, ("Recorded") on May 5, 2016 in Plan Book Volume 288, Page 52, hereinafter "Real Estate."

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

Section 1.2 Easements. The Property is subject to the items set forth on Exhibit "A" and is hereby submitted to the Act subject to same.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

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

a. "Association" or "Homeowners' Association" means the Estates at Franklin Fields Homeowners Association Inc."

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

Association.

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

d. "Municipality" means the local governing body such as a borough, township or city.

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

ARTICLE II:
TYPES OR CLASSES OF LOTS; BOUNDARIES.

Section 2.1 Types or Classes of Lots.

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

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

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

Section 3.1 Controlled Elements.

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

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

(a) The following shall be Common Facilities: open space land, cluster mail boxes, the entrance monuments, private storm sewer systems, a storm water retention pond and several storm water infiltration basins, private secondary storm system, sidewalks, landscaping and street signs, all of which shall be subject to the control and regulation by the Association.

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

(c) If the Association fails to properly maintain the Common Facilities, the Municipality may at its sole discretion and after a 30 day notice, enter onto the Property and

perform any needed maintenance. In such case, the Municipality may file a municipal lien against all of the Lots in the planned community. Such lien may include the actual cost of maintenance, 10% for overhead, statutory interest and costs of collection.

Section 3.3 Other Obligations of Association.

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

ARTICLE IV:
ASSESSMENTS AND LIEN FOR ASSESSMENTS.

Section 4.1 Assessment for Common Expenses.

(a) When Made. Assessments shall be made at least annually, based on a budget adopted at least annually. Lots are not assessed until occupied by people, or twelve (12) months after conveyance of a Lot to any third party by the Declarant, or upon completion of construction of a dwelling, whichever is the earlier. Assessments shall be paid quarterly (every three months). The Board may require more frequent payments.

(b) Resale Assessment. Upon any conveyance or re-conveyance of a Lot, each initial Purchaser and every resale Purchaser shall pay an assessment of three (3) times the current monthly assessment. The initial sale by the Declarant to a home builder is exempt from the Resale Assessment.

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

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

Section 4.2 Lien for Assessments.

(a) General Rule. The Association has a lien on a Lot for any assessment levied against that Lot and for fines imposed against it Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are

not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

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

(c) Statement of Unpaid Assessments. The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Lot and any credits of surplus in favor of his Lot. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Board and every Owner. The board shall make a charge for the statement. The charge is $185.00, and it may be changed from time to time.

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

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

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

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

Section 5.3 Additional Property. The Declarant has the right to add additional Lots and contiguous property to the Planned Community.

Section 5.4 Maximum Number of Lots. The maximum number of Lots that may be created in the Planned Community is 100.

ARTICLE VI:
MEMBERSHIP IN ASSOCIATION.

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

ARTICLE VII:
MONTHLY PAYMENTS, SUBORDINATION, ASSIGNMENT.

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

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

Section 7.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities, provided that any such assignment is authorized by the vote of not less than 66% of the members of the Board.

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

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

ARTICLE IX:
BUILDING AND USE RESTRICTIONS

Section 9.1 Use Restrictions. The following shall be restrictions on the use of the Lots and Property except for use by the Declarant. The Declarant is not subject to the within use restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

(m) No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from any balconies, patios, decks or porches if visible from the street. Balconies,

porches, patios and decks shall be kept free and clear of rubbish, debris and other unsightly material.

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

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

(p) All dwellings must have a two (2) car or larger garage.

(q) All driveway, walks and front stairs shall be constructed of poured in place concrete, asphalt, omni stone or similar hard surfacing. The owner (or his home builder) shall construct and maintain the required public sidewalk and handicap ramp, if any, in front of his lot.

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

(s) All dwellings constructed on any Lot shall be finished with suitable exterior building material which shall extend to within six (6) inches of the finish grade of each Lot. Exposed plain concrete or regular concrete block foundations are prohibited. Solid poured concrete walls with a cast or embossed pattern are specifically permitted.

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

(u) Each Lot shall have a minimum of two, two and a half-inch (2 ½") caliper DBH (diameter at breast height) street trees in the front yard spaced at thirty (30) feet apart. The tree species shall be selected from the Municipality's approved list of plant materials.

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

(w) In addition to the above required plantings, all Lots shall have a minimum of two additional trees and twelve (12) shrubs planted in front of the dwelling within six (6) months of occupancy.

(x) Each Lot shall have an exterior post lamp, illuminated from dusk to dawn, with a high efficiency light bulb.

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

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

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

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

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

(2) Payment for Work. Upon completion of the required improvements by the Declarant or its agents, servants or employees, Owner shall within ten (10) days of invoice, pay to Declarant the actual costs of said improvements plus twenty percent (20%) for Declarant's efforts in arranging for and completing the required improvements. Invoices not paid within ten (10) days of the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

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

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

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

ARTICLE X:
DECLARANT RIGHTS.

Section 10.1 Reservation. Notwithstanding anything herein to the contrary, Declarant reserves the following Declarant Rights both for itself and for any home builder lot purchaser that purchases three or more lots in the plan:

(a) To create and modify Common Facilities and Lots within the Planned Community.

(b) To convert or subdivide a Lot into Common Facilities.

(c) To appoint or remove an officer of the Association or a Board member during any period of Declarant Control under Section 5303 of the Act.

(d) To maintain signs, offices and models in the Property.

(e) All rights permitted by the Act.

ARTICLE XI:
EASEMENTS TO FACILITATE COMPLETION AND EXPANSION.

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

Section 11.2 Utility Easements. The Property, Lots and Common Facilities shall be, and are hereby made subject to easements in favor of the Declarant, appropriate utility and service companies, governmental bodies, agencies or authorities for any and all paving, sidewalk, sewer, utility, service lines, and all equipment or any facility as may be necessary or desirable to serve any portion of the Property. All easements shall generally be ten (10) feet wide to each center or side of any pipe (twenty feet in total width), wire or facility, as same is actually installed or constructed. Any easement shall be located so as not to materially interfere with the construction, use or occupancy of any dwelling.

Section 11.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Property, Lots and Common Facilities for the purpose of maintaining and correcting drainage of surface water. The easement created by this
Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

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

ARTICLE XII:
APPOINTMENT OF BOARD MEMBERS.

Section 12.1 Appointment of Board Members.

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

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

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

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

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

ARTICLE XIII:
AMENDMENT OF DECLARATION.

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

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

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

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

(e) Technical Corrections. Except as otherwise provided herein, if any amendment is necessary in the judgment of the Board or Declarant in the case of any of the following, then the Board or Declarant may effect an appropriate corrective amendment without the approval of the Owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection:

(1) Cure an ambiguity or mistake;

(2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration; or

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in a planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation;

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

Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE XIV:
TERMINATION OF PLANNED COMMUNITY.

Section 14.1 Requirements. Until June 1, 2063, the Planned Community may be terminated only by agreement of Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of the Declarant, so long as Declarant owns any Lot, along with the written consent of the Municipality.

ARTICLE XV:
RULES AND REGULATIONS:

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

ARTICLE XVI:
VIOLATIONS.

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

ARTICLE XVII:
OTHER PROVISIONS.

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

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

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

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

Section 17.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 17.6 Release of Declarant. The Association and each Owner for themselves and each of their successors and assigns hereby remise, release, acquit, and forever discharges the Declarant and its subsidiaries, affiliates, officers, directors, employees, agents, heirs, executors, administrators and assigns, and anyone claiming by or through Declarant (collectively, "Declarant Party or Parties") from any and all claims and demands whatsoever, in law or in equity, which such party may have against the Declarant whether under this Declaration, the Public Offering Statement, By-Laws, any defects in workmanship to an Owner's unit (excepting for any warranties provided an Owner in the Purchase Agreement or any other such written agreement) or arising out of any other matter relating to a Unit, the Owner, the Association or the Property. Any person violating this provision shall reimburse Declarant its reasonable attorney fees as well as all costs incurred in any proceeding, including, but not limited to, paralegal fees, expert witness fees and costs, consulting and investigative fees and costs, photocopy costs, and long distance and travel costs.

Section 17.7 Limitation of Actions. Any action against a Declarant Party under this Declaration, Public Offering Statement, By-Laws or otherwise arising out of the purchase of a Unit must be brought in a court of competent jurisdiction within one year from the date of the act giving rise to a legal proceeding.

Section 17.8 Choice of Law; Jurisdiction and Venue. This Declaration, Public Offering Statement, By-Laws and purchase agreement for a Unit shall be solely and exclusively governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and enforced in Allegheny County Pennsylvania.

Section 17.9 Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be binding except that this Section shall not apply to Declarant.

Section 17.10 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said the Declarant has executed these presents on the 9 day of Dec, 2016.

ATTEST:

Franklin Fields 2, LP a
Pennsylvania Limited Partnership,

By
Frank R. Zokaites, President of
Leslie Road Associates, LLC, its
General Partner

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On this 9 day of Dec, 2016, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared FRANK R. ZOKAITES who being duly sworn according to law deposes and says that he is the President of Leslie Road Associates, and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Deanna K. Cline, Notary Public
Reserve Twp., Allegheny County
My Commission Expires July 19, 2020

Notary Public
My Commission Expires:

THE ESTATES AT FRANKLIN FIELDS

a Planned Community

EXHIBIT "A" to the DECLARATION

LIENS AND ENCUMBRANCES

1. All matters set forth on the Estates at Franklin Fields Plan of Lots of record in
   Plan Book Volume __288__, Pages __52__ through __57__;
   Plan Book Volume _____, Pages _____ through _____;
   Plan Book Volume _____, Pages _____ through _____.

2. The Property may be subject to acquisition and development loans of First Merit Bank which will be released upon the sale of an individual Lot and the conveyance by the Declarant of the Common Facilities.

3. All matters including exception and prior reservation of all of the oil, gas and other minerals underlying the subject premises, provided however that any lease with a third party for drilling or removal of gas and/or minerals from the Land that Grantors may enter, shall permit subsurface drilling only through the use or horizontal or similar drilling methods such that no wells, drilling equipment and other equipment, and no activity whatsoever shall be permitted on the surface of the land as recited in Deed Book Volume 15865, Page 155.

4. Easement and Right of way granted unto Peoples Natural Gas Company dated the 11 day of November 2016 and recorded in the Department of Real Estate for Allegheny County Pennsylvania in DBV 16611 Page 457.

5. Easement and Right of way granted unto Pennsylvania Power Company dated the 23rd day of May 2016 and recorded in the Department of Real Estate for Allegheny County Pennsylvania in DBV 16395 Page 491.

6. Easement and Right of way granted unto Verizon PA LLC dated the 30th day of August 2016 and recorded in the Department of Real Estate for Allegheny County Pennsylvania in DBV 16519 Page 556.

7. Easement and Right of way granted unto McCandless Township Sanitary Authority dated the 1st day of February 2016 and recorded in the Department of Real Estate for Allegheny County Pennsylvania in DBV 16273 Page 79.

THE ESTATES AT FRANKLIN FIELDS

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EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
101	1700 Stevensan Street	
102	1702 Stevensan Street	
103	1704 Stevensan Street	
104	1706 Stevensan Street	
105	1708 Stevensan Street	
106	1710 Stevensan Street	
107	1712 Stevensan Street	
108	1714 Stevensan Street	
109	1716 Stevensan Street	
110	1718 Stevensan Street	
111	1720 Stevensan Street	
112	1722 Stevensan Street	
113	1724 Stevensan Street	
114	1726 Stevensan Street	
115	1728 Stevensan Street	
116	1730 Stevensan Street	
117	1732 Stevensan Street	
118	1734 Stevensan Street	
119	1739 Stevensan Street	
120	1737 Stevensan Street	
121	1735 Stevensan Street	

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EXHIBIT "B" to DECLARATION

Phase I

Lot	Street Address	Tax ID #
122	1733 Stevensan Street	_____
123	1731 Stevensan Street	_____
124	1729 Stevensan Street	_____
125	1727 Stevensan Street	_____
126	1725 Stevensan Street	_____
127	1723 Stevensan Street	_____
128	1721 Stevensan Street	_____
129	1719 Stevensan Street	_____
130	1717 Stevensan Street	_____
131	1715 Stevensan Street	_____
132	1713 Stevensan Street	_____
133	1711 Stevensan Street	_____
134	1709 Stevensan Street	_____
135	1707 Stevensan Street	_____