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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING
GRANDSHIRE HOMEOWNERS ASSOCIATION
AND OPEN SPACE

BY

BEAR PAW PROPERTIES, INC.

FOR

GRANDSHIRE, A PLANNED RESIDENTIAL DEVELOPMENT

BEAR PAW PROPERTIES, INC.
108 Lakeland Drive
Mars, PA 16046

PGM1:13300.1

BK2696 PG0625

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made to be effective upon the date of its recording by Bear Paw Properties, Inc., a Pennsylvania corporation ("Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain developed and undeveloped acreage located in Cranberry Township, Butler County, Pennsylvania, as recorded in Plan Book Volume 198, Pages 36-38, inclusive, all considered the Grandshire Plan; and

WHEREAS, Declarant has developed said acreage as a Planned Residential Development, under the name of Grandshire, and is required by Cranberry Township to establish a Grandshire Homeowners Association, and to transfer to the Homeowners Association, title to all Open Space.

NOW, THEREFORE, Declarant hereby declares the foregoing recitals to be part hereof, and that all of the properties described above shall be held, sold and conveyed subject to the terms hereof, and to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the affected real property and shall be binding on all parties having any right, title or interest in the affected properties or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of and be the obligation of each owner therein, as follows:

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Grandshire Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns, and except when the context clearly provides otherwise, "Association" shall mean its Board of Directors. The Association shall be governed by its By-Laws.

Section 2. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

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Section 3. "Declarant" shall mean and refer to Bear Paw Properties, Inc., 108 Lakeland Drive, Mars, Pennsylvania 16046, its successors and assigns, as become such successors for the purpose of continuing the development of Grandshire Plan hereunder.

Section 4. "Living Unit" or "Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

Section 5. "Lot" shall mean and refer to any designated area or unit or space for single family type ownership and occupancy, shown upon any recorded plan and the improvements thereon, excluding area, space, and things intended for common use as Open Space.

Section 6. "Members" shall mean and refer to those who are entitled to membership as set forth in Article III of this Declaration.

Section 7. "Occupant" shall mean and refer to the resident of a single family structure or a Living Unit, which shall include a contract purchaser, a lessee and a guest.

Section 8. "Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association. The Open Space to be owned by the Association includes all Open Space shown on the Grandshire Plan, recorded in the Recorder's Office of Butler County in Plan Book Volume _____, Pages _____, as well as all property on the Plan that is not part of any of Lots 1 - 70 as identified on the Plan and that is not part of a road or street as identified on the Plan, and all detention areas, the planted island traffic separator and the sidewalks.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation. As to rights, privileges, and duties, as relate to using anything on any part of the Properties, "Owner" shall include Occupants and guests.

Section 10. "Properties" shall mean and refer to that certain real property presently owned by Declarant and planned for development hereunder.

Section 11. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Butler County, Pennsylvania.

ARTICLE II

Property Rights - Easements as to Common Areas

Section 1. **Owner's Easement of Enjoyment.** Every Owner and Occupant has a right and easement of use and enjoyment upon the Open Space which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) To the levy by the Association of annual and special assessments, and to their timely payment by the Owner.
- (b) To suspension by the Association of the voting rights of affected Owners during default in payment of any assessment.
- (c) To suspension by the Association during such default, from use by residents (including Owners) of the affected Unit.
- (d) To suspension from such uses for up to sixty (60) days, and/or to imposition of reasonable penalty, for violation of rules and regulations, or posted notices. Until a penalty is paid, suspension from use shall be in effect.
- (e) Any action under subsections (b), (c), and (d) above shall be in addition to and shall have no effect upon responsibility for payment of continuing and accruing assessment charges.
- (f) To the imposition by the Association of charges it deems reasonable for the use of any common facility or area, because of its special nature in appeal, use and costs.
- (g) To limits reasonably fixed by the Association to the number of guests that may use common facilities and areas.
- (h) To action of the Association to transfer by dedication and otherwise, at such time or times, and on such terms as it deems proper, of all or part of the Open Space to such public or quasi public body or agency as it chooses, and deems to be beneficial to the Lot Owners generally, provided however, that no such action shall be taken and be effective unless it has been approved in writing by

two-thirds of all of the votes of the Lot Owners, including Declarant, voting in accordance with Article III, Section 2 hereof, and further provided that any such transfer of Open Space shall be subject to its continued existence as protected Open Space which shall be restricted by the other provisions set forth in this Declaration of Covenants, Conditions and Restrictions which are applicable to Open Space.

- (i) To agreement between the Association and others providing for the sharing of Open Space by occupants of neighboring properties.
- (j) The right of the Association to take such steps as are reasonably necessary to protect the Open Space against an attempted foreclosure.
- (k) To such other rules and regulations as the Board may adopt.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Open Space and facilities to the members of his family, and to his guests, subject to such rules and regulations as the Board of Directors may from time to time adopt, and to such notices as it may cause to be posted; provided, however, that there shall be no abrogation of the duty of any Owner to pay assessments as may be made upon him and his Lot. A leasing to tenants shall operate as a delegation. A tenant shall be held to the same standards of conduct as an Owner. All leases shall be subject to immediate termination upon the determination of the Board for cause deemed by it to be sufficient, and upon twenty-one (21) days prior notice to the Owner.

Section 3. Title to Open Space. Title to the Open Space shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances; provided however, that Declarant shall have the right to reserve and shall be deemed to reserve for the purpose of development all or any portion of the Open Space for various utility uses, and rights of way for utility uses, together with the right to dedicate the same where applicable and customary, and the right of incidental ingress and egress across the Open Space in connection therewith, and with development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the Members easements of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition.

Section 4. Disputes.

- (a) Any dispute between Owners shall be resolved by the Board of Directors of the Association.

- (b) A member of the Board who is involved in a dispute shall remove himself from the Board as it hears and judges the case. The opposing Owner may designate a substitute, acceptable to the Board, as a member of the Board for that purpose. The case shall be deemed as if it were binding arbitration, and shall be handled and disposed of as under subsection (d) of this Section 4.
- (c) Any dispute between an Owner or a group of Owners and the Association, regardless of the amount involved, shall be resolved by arbitration, submitted by any party after sixty (60) calendar days notice to the other party(s).
- (d) Arbitration under subsection (c) shall be by the American Arbitration Association; shall cover all aspects of the case, including, inter alia, assessment of appropriate damages, professional fees, costs and expenses, which until paid shall be an encumbrance like every other assessment. The award shall be final and may be filed of record in the Prothonotary's Office with the force and effect of a final judgment.

ARTICLE III

Membership and Voting Rights

Section 1. Members. Each Lot is assigned one membership in the Association. The ownership of the membership shall be appurtenant to and may not be separated from ownership of the Lot.

Section 2. Membership Classes and Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Single Family Structures. Class A Members shall be each of the Owners, except Declarant, of Lots upon which is constructed or is to be constructed a single family attached or detached home, and each Owner shall be entitled to one vote for each such Lot so owned, and the Owner shall be entitled to an additional vote while he occupies his Lot.

Class B. Non-Owner Residents. Class B Members shall be non-owner residents of Lots and Living Units, except Declarant and each non-owner resident shall be entitled to one vote, except that Class B Members shall not be permitted to vote on any subject requiring the vote of two-thirds (2/3) of all of the votes of the Owners, and

not in any vote on a budget, or on an assessment matter, or on any matter that affects ownership.

Class C. Declarant. The Class C Member shall be Declarant. Declarant shall be entitled for all purposes to six (6) votes for each Lot and Living Unit owned by Declarant, except that the Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) When Declarant is the Owner of 25% or less of the Lots and Living Units planned for development in a phase of the development of the Properties; or
- (b) On the anniversary date seven (7) years after recording of the Grandshire Plan.

Section 3. Joint Owners or Occupants. When more than one person owns a Lot, and when more than one person resides at a Lot owned by another, the votes or vote attaching to the Lot shall be voted as undivided single votes, but all of such individuals shall be entitled to attend meetings and, with the limitation of sharing the vote among them, participate therein. Once a vote is cast without a contest, it shall be final and not reviewable.

ARTICLE IV

Covenants for Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements.

If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s), together with incidentals of interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and until it is paid shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such incidentals, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was made.

Section 2. Purpose of Assessments. The assessments levied by the Association hereunder shall be used exclusively for the improvement and maintenance of the Properties, including the management of the Properties, payment of real estate taxes and payment of insurance premiums.

Section 3. Annual Operating and Maintenance Assessments. Maximum annual assessments are to be established by the Board of Directors of the Association for the various membership classes, with the following restrictions:

- (a) Until a Lot is made ready for building on it from the installation of a finished road, and utilities of water, sewage, gas, electric, and surface drainage, there shall be no assessment against it.
- (b) While a Lot is benefitted but is without a building and occupancy, it shall be assessed up to 10% of the maximum annual assessment aforesaid.
- (c) Until not after one year from the time that a house or Living Units in a building are substantially finished and ready for occupancy, the same shall continue to be assessed in accordance with subsection (b) above.
- (d) Assessments under subsections (b) and (c) above shall relate fairly to the actual costs to the Association for the Open Space and the resulting service and benefit to the Lot or Living Units.
- (e) One year after the house or Living Units are substantially completed and ready for occupancy, or whenever they become occupied, whichever occurs first, the same shall be assessed fully.
- (f) The Board of Directors may increase the maximum annual assessment to meet demonstrable cost increases.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment:

- (a) **For Capital Improvements.** Applicable to any one year only, or to coincide with the time requirements under outside financing, for the purpose of raising the sums needed for such financing and/or for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Open Space, including fixtures

and personal property related thereto; and every such assessment shall have the assent approval of such assessment and shall be effective for the life of the need for it.

- (b) Reserves for Major Repairs and/or Replacements. The Board shall create such a fund for the Open Space as it deems appropriate. An amount for such purposes so determined shall be added to the regular assessments for operation and maintenance. The amount shall be uniform, or adjusted equitably according to circumstance as the Board shall determine. The fund shall be kept in an interest bearing account, or be held otherwise at higher income rates with equal or comparable security. The fund, including principal and interest, shall be used only for the stated purposes and not otherwise without the prior approval by two-thirds (2/3) of all of the votes of all Lot Owners, including Declarant, voting in accordance with Article III, Section 2 hereof. The funds shall be the property of the Association. The interests of the Owners therein shall be equitable and appurtenant to and inseparable from their respective titles.
- (c) Reserves for Addition to the Open Space. With the approval of two-thirds (2/3) of all of the votes of all Owners, the Board may create a special reserve fund for identified additions or improvements to the Open Space. It shall be funded, managed, used, and owned in all respects as is the fund under subsection (b) above. Notwithstanding any provision to the contrary contained herein, Declarant shall not be liable for its pro rata share of any assessments resulting from such special reserve fund, even if Declarant is then the Owner of 25% or less of the Lots and Living Spaces planned for development.

Section 5. To Obtain Necessary Approvals of Owners. Written notice of any meeting called in accordance with the By-Laws of the Association, for the purpose of taking any action, shall be sent to all Members not less than ten (10) nor more than thirty (30) days in advance of the meeting. If the required quorum is not represented and present, the President, with the approval of a majority of the Board, including himself, may declare the proposed action as rejected, without any further meeting on it, or another meeting may be called subject to the same notice requirement. A meeting without a quorum may continue for purposes of discussion and planning.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, semi-annual or annual basis as the Board shall determine.

Section 7. Effect of Nonpayment of Assessments - Remedies of the Association. All assessments under this Article IV are "assessments" and any assessments not paid within thirty (30) days after the due date shall be increased by the amount of legal fees that the Association may have incurred and may yet incur with reference to such assessments until they are collected, and as so increased assessments shall bear interest at the legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same and the Association may proceed on the lien against the property. No Owner may waive or otherwise escape liability for any assessment provided for herein by non-use of the Open Space or abandonment of his Lot. The Board may impose such late charges as it deems appropriate.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot by its Owner shall not affect any assessment lien. However, the bona fide sale or transfer of any Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and from the lien thereof.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority, and all properties owned by the Association, or by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania, and to the extent provided by said laws, shall be exempt from the assessments created herein. However, no such Lot devoted to residential use shall be exempt from said assessments, charges, and liens hereunder whatever its ownership.

ARTICLE V

Insurance

Section 1. Owner's Coverage. Each Owner is responsible for all forms of insurance on all of his interests, except on his interests in the Open Space, and in other assets of the Association, such as protect him from loss and against claims of liability. The Board, in its discretion, may also carry such insurance coverages for the benefit of Owners, at equitable cost to each Owner, which shall be added to and be a part of regular assessments.

Section 2. Association Coverage. The Board shall keep the Association insured:

- (a) With liability coverages, on property, equipment, and persons.
- (b) With coverages on real and personal property against loss.
- (c) With such other coverages, such as errors and omissions or officers and directors' liability, and such as fidelity bonds, as it may deem appropriate.
- (d) All coverages shall be with such insurers, in such forms, in such amounts, for such periods, and otherwise, as the Board deems prudent with such professional advice as it may obtain.
- (e) The Board shall review, or obtain professional review and a written report, of its insurance program and the Association's insurance needs from time to time, but always within intervals not to exceed thirty-six (36) months.
- (f) All premiums and incidental costs shall be operating expenses of the Association.

ARTICLE VI

General and Miscellaneous Provisions

A. General Provisions

Section 1. Enforcement. The Association, or any Owner, according to his interest (including Declarant) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by and under the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no case be deemed an abandonment of or change in the same, or a waiver of the right to do so thereafter in the same or other circumstances.

Section 2. Severability. Invalidation of any one or part of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. References. Unless the context clearly provides otherwise, all references to action by the Association shall mean action by its Board of Directors. All pronoun and other references shall be read and applied according to their context and circumstances.

B. Miscellaneous Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the recording of the Grandshire Plan and shall be automatically extended for successive periods of ten (10) years, unless within the last year prior to such twentieth year anniversary date, or prior to any successive ten year anniversary date, the covenants and restrictions of this Declaration are declared terminated by duly recorded action of the Association approved by 90% of all of the votes of the Lot Owners, including Declarant, voting in accordance with Article III, Section 2 hereof.

Section 2. Amendment. This Declaration may be amended with the written approval of two-thirds (2/3) of all of the votes of the Lot Owners, including Declarant, voting in accordance with Article III, Section 2, provided that any matter herein which requires a greater approval shall not be changed as to such matter without itself being approved accordingly. Any amendment must be recorded and shall take effect immediately upon recordation, or as may be provided therein.

Section 3. Conflicts and Interpretations. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control. Interpretations where necessary shall be made by the Board of Directors with due regard for the purposes and spirit of this Declaration.

Section 4. Mortgages. Each Lot Owner shall have the right to mortgage or encumber only his own Lot. The lien thereof, and foreclosure thereon shall, however, include the Lot and all rights, obligations, terms and conditions generally hereof as relate to a Lot, a Unit, and its Owner(s). A mortgagee succeeding to ownership shall thereupon be an Owner.

Section 5. Limitations on Uses of Open Space. All Open Space shall be limited in use to purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration and to uses permitted by Cranberry Township. All trees in the Open Space shall be protected perpetually and the logging or felling of healthy, live trees shall be prohibited. The Association shall be responsible for replacing any trees which die in the Open Space.

Section 6. Maintenance. The Association shall be responsible for maintenance of the Open Space and all common areas, including without limitation, sidewalks, island areas located in any roadways and maintenance of any sewage pump station on the Properties (if such pump station is not maintained by a public authority) in accordance with federal, state and municipal laws and regulations. The Association shall also be responsible for obtaining an annual inspection of the stormwater management facilities, and providing routine maintenance of the stormwater management facilities.

ARTICLE VII

Use Restrictions and Obligations

Section 1. Use Restrictions and Obligations.

- (a) None of the Lots shall be used for any purpose other than for residential uses. No structures shall be erected or maintained on any building plot other than the one detached single-family dwelling and its appurtenant garage. No Lots may be further subdivided; provided, however, that this limitation shall not preclude the granting of easements or rights of way.
- (b) No building shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on the Plan as recorded.
- (c) No noxious or offensive activity shall be carried upon any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (d) No trailer, tent or shed shall be placed on any building plot, except for Declarant's construction trailer or a construction trailer of the contractor building a home on such Lot. Inactive construction equipment or construction vehicles may not be stored in the open where they may be seen from any occupied residence in the phase once 50% of the residences in such phase have been completed. Construction equipment which is in weekly use shall not be considered "inactive." No garage or any structure other than the dwelling house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a

residence until the exterior construction thereof shall have been completed.

- (e) Easements are shown on the Plan of Grandshire and reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as may be shown on the Plan as recorded. All Lots are subject to such easements.
- (f) The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.
- (g) No fence shall be erected on any building plot or along lines thereof, nearer to the road upon which said plot fronts than the main front wall of the dwelling house erected thereon, except that split rail fences or other open fences approved by Declarant shall be acceptable, and no fence shall be built to a greater height than four (4) feet.
- (h) No building shall be erected, placed, or altered on any building lot in this plan until the building plans and specifications have been approved in writing by Declarant.
- (i) All driveways must have a minimum of crushed stone prior to occupancy.
- (j) Satellite dishes shall not be permitted on any Lot or house.
- (k) No automobile or motor driven vehicles shall be left on a Lot for a period longer than thirty (30) days in a condition that it is not able to be operated on the public highway, after which time the vehicle shall be considered a nuisance and

detrimental to the welfare of the neighborhood and shall be removed from the Lot. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any Lot unless the same are in a garage or at the rear of the dwelling and out of the view from the curb in front of the dwelling; provided however, that the reasonable use of such vehicles as may be necessary during construction of a home on any Lot shall not be prohibited by this requirement.

- (l) No debris incidental to work on one Lot may be placed on another Lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason - beyond brief temporary suspension).
- (m) No sign of any kind shall be displayed to the public view on any Lot except one temporary sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (n) All lawns must be either seeded or sodded for the entire front area, both sides, and to a minimum distance of thirty (30) feet to the rear of the house; said seeding or sodding to be done within six (6) months or the next immediate growing season after erection of a house on a Lot, whichever occurs first. All seeding shall be the homeowner's responsibility.
- (o) No house shall have an exposed foundation of concrete or concrete block. The approved exterior building materials must extend to grade level.
- (p) The Association shall be responsible for maintaining all landscape buffer shown on the Grandshire Plan, including replacing any trees in such landscape buffer which die. All such trees shall be protected perpetually and the logging or felling of any such healthy, live trees shall be prohibited.
- (q) The house, driveway and all landscaping on any Lot shall be completed within one year after the issuance of a building permit.

- (r) The Open Space shall be perpetually preserved as open space and shall not be permitted to be utilized for residential or commercial purposes
- (s) No Lot shall be permitted to have driveway access onto pre-existing roads of Cranberry Township. Driveway access for all Lots shall be only to proposed internal roads within the development.
- (t) Any Lots containing delineated wetlands, including the Open Space, shall have such information clearly mentioned on any and all homeowner's documents, including the individual deeds for all such individual Lots. Declarant shall identify any such areas as "wetlands area" on the Plan to be recorded.
- (u) The Owner of each Lot that purchases a Lot from Declarant shall be responsible for the construction of a sidewalk along the entire street frontage of such Lot in the location shown on the Grandshire Plan. The Owner of each Lot is hereby granted an easement for the purpose of such construction. The sidewalks shall be constructed in accordance with Cranberry Township standards and the sidewalk on each Lot shall be completed within six (6) months of the occupancy of the house constructed on such Lot.
- (v) These covenants are made for the common benefit of all Owners in the Plan who by acquisition of their respective Lots shall be conclusively deemed to have accepted and agreed to these covenants, so that if the Owner of any Lot shall at any time violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any Lot or Lots in the Plan to prosecute a proceeding in law or in equity against such person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violations and attorney's fees incidental to such action.
- (w) Any of the covenants in subsections (b) - (u) above may be modified in their applications and/or their terms, at the discretion of the undersigned.

IN WITNESS WHEREOF, Declarant has set its hand and seal this
10th day of Dec., 1996.

BEAR PAW PROPERTIES, INC.

[Signature]
Secretary

By: *[Signature]*
President

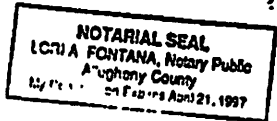
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Allegheny) SS:

On this, the 10th day of December 1996, before me a Notary Public, the undersigned officer, personally appeared Jeffrey L. Meyerl, who acknowledged himself to be the President of Bear Paw Properties, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President

[Signature]
Title of Officer

Sworn and subscribed this
___ day of ___, 1994



Notary Public



I hereby CERTIFY that this document is recorded in the Recorder's Office of Butler County, Pennsylvania

Michelle M. Muscella
Michelle M. Muscella - Recorder of Deeds

MAIL TO:
CRANBERRY TOWNSHIP
2525 ROCHESTER RD.
SUITE 400
CRANBERRY TOWNSHIP PA 16066

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