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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS GOVERNING GRANDSHIRE
HOMEOWNERS ASSOCIATION AND OPEN SPACE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING GRANDSHIRE HOMEOWNERS ASSOCIATION AND OPEN SPACE (the "First Amendment") is made as of the 11th day of July, 1997, by BEAR PAW PROPERTIES, INC., a Pennsylvania corporation (the "Declarant").

WITNESSETH:

WHEREAS, Grandshire is a planned residential development located in Cranberry Township, Butler County, Pennsylvania, as shown on that certain Plan recorded in the Office of the Recorder of Deeds of Butler County at Plan Book Volume 198, Pages 36-38 (the "Plan"); and

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions dated December 20, 1996 and recorded in the Office of the Recorder of Deeds of Butler County at Book 2696, Page 0625 (the "Declaration"), the Declarant as the developer of the Plan, subjected the Plan to certain covenants, conditions, easements, restrictions, charges and liens; and

WHEREAS, pursuant to the terms of the Declaration, the Declaration may be amended with the written approval of two-thirds (2/3rds) of all of the votes of the Lot Owners, including Declarant; and

WHEREAS, the Declarant currently is the Owner of all of the Lots in the Plan; and

WHEREAS, the Declarant desires to add language to Section 1(f) of Article VII of the Declaration and to amend and restate Section 1(j) of Article VII of the Declaration.

NOW, THEREFORE, in consideration of the covenants made herein, and intending to be legally bound, the Declarant declares as follows:

1. Definitions. The foregoing recitals are a part of this First Amendment. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Declaration. The Declaration and this First Amendment are to be treated as one declaration and are together hereafter referred to as the "Declaration."

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2. Amendment to Section 1(f) of ARTICLE VII. The following sentence is hereby added to the end of Section 1(f) of ARTICLE VII of the Declaration: "The Owner of each Lot covered by these covenants hereby (a) agrees to accept the conveyance from the Declarant and the responsibility subsequent to said conveyance for the required Pennsylvania General NPDES Permit for discharges of storm water from construction activities on such Owner's Lot as such Permit has been issued by the Commonwealth of Pennsylvania Department of Environmental Protection, Bureau of Land and Water Conservation, and (b) acknowledges that the Association agrees to accept and shall accept the responsibility for the ongoing maintenance of the detention pond right-of-way areas at such time as the Declarant conveys said detention pond right-of-way areas to the Association and, at such time, shall become a co-permittee with respect to the NPDES Permit.

3. Amendment to Section 1(i) of ARTICLE VII. Section 1(j) of ARTICLE VII is hereby deleted in its entirety and the following is hereby substituted in its stead:

(j) Satellite dishes greater than two feet in diameter shall not be permitted on any lot or house. Television and radio antennae, whether mounted on the rooftop or on the ground, shall be prohibited on the exterior of any building or Lot.

4. Effective Date of First Amendment. This First Amendment is effective as of the date hereof.

5. Approval. This First Amendment has been approved in writing by the Declarant, which is currently the Owner of 100% of all of the Lots, and therefore holds 100% of all of the votes in accordance with Article VI of the Declaration.

6. Confirmation. All of the properties described above shall continue to be held, sold, and conveyed subject to the terms of the Declaration, as amended by this First Amendment, which shall continue to 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. The Declaration, as amended by this First Amendment, shall remain in full force and effect.

WITNESS the execution hereof, the day and year first above written.

WITNESS/ATTEST:

Christine Rypurg

BEAR PAW PROPERTIES, INC.

By: AKD

President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

On this, the 2 day of July, 1997, 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 Pennsylvania corporation, and that as such officer, 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.

Christine Young
Notary Public

My Commission Expires:

Notarial Seal
Christine L. Young, Notary Public
McCandless Twp., Allegheny County
My Commission Expires May 27, 2000
Member Pennsylvania Association of Notaries



FORM 18299A

BK2756 PG0593

FIRST AGREEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS COVERING GRANDSHIRE
HOMESBROS ASSOCIATION AND OPEN
SPACES

BEAR PAW PROPERTIES, INC.

Dated: July , 1997

Mail
John A. Barbout, Esq.
KLETT LIEBER KOONEY & SCHORLING
A PROFESSIONAL CORPORATION
4TH FLOOR, ONE CORRID CENTRE
PITTSBURGH, PENNSYLVANIA 15244



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

Michelle M. Musella
Michelle M. Musella - Recorder of Deeds

015684
Michelle M. Musella
RCO DEEDS
97 JUL -8 PM 1:55
DUTLER COUNTY, PA.
FEE \$ 15.50
[Signature]

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