

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MYOMA WOODS
a Flexible Planned Community
in Adams Township, Butler County, Pennsylvania**

THIS DECLARATION is made this 15th day of February, 2011, by Echo5, LLC, a Pennsylvania limited liability company as the owner in fee simple of the real estate herein described.

ARTICLE I

SUBMISSION

Section 1.1. Declarant; Property; County. Echo5, LLC, a Pennsylvania limited liability company (the "Declarant"), owner in fee simple of the real estate described in Exhibit "A" attached hereto, located in Adams Township, Butler County, Pennsylvania (the "Real Estate"), 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 following covenants, conditions reservations, and restrictions. The Declarant intends that the Property subject to this Declaration shall constitute a flexible "planned community," as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, *et seq.*, as the same may be amended from time to time (the "Act"). The planned community shall be known as "Myoma Woods" (the "Planned Community").

ARTICLE II

DEFINED TERMS

Section 2.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Bylaws (as defined herein) have the meanings specified or used in the Act.

Section 2.2 Terms Defined in this Declaration. In addition to the terms defined above, the following terms have the following specific meanings in this Declaration, the Bylaws, and Plats and Plans:

- (a) "Additional Property" means the real property identified on Exhibit "A-1".
- (b) "Association" means the Unit Owners Association, which shall be known as the Myoma Woods Homeowners Association, a Pennsylvania nonprofit corporation.
- (c) "Board of Directors" means the Board of Directors of the Association.

(a) "Budget" means the annual budget approved by the Association for the expenses of the Planned Community.

(d) "Builder" means the individual and/or entity designated or approved in writing by the Declarant and whose primary professional business is constructing the residential dwellings and structures in the Plan.

(e) "Building(s)" means any building(s) constructed or erected on the Real Estate.

(f) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to section 5306 of the Act, as such document may be amended from time to time.

(g) "Common Elements" shall mean all real and personal property located within the Plan to be owned by or leased to the Association for the common use and enjoyment of all members of the Association, including without limitation, the park, pavilion, walking bridge, sidewalks, open space, detention facilities, wetland areas and facilities, together with all storm water drainage facilities serving the Property, signage and private roads (unless and until such time as the storm water drainage facilities and any private roads have been offered for dedication to and accepted by Adams Township). A copy of the Myoma Woods Plan of Lots, approved by Adams Township on December 10, 2010 and recorded in Butler County on January 19, 2011, depicting all of the proposed Common Elements is attached hereto as Exhibit "B".

(h) "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including but not limited to the expense of owning and maintaining any Common Elements, and all common community services required or desired for the general use and benefit of all Unit Homeowners.

(i) "Declarant" means and refers to Echo5, LLC, a Pennsylvania limited liability company and all successors to any of Declarant's rights.

(j) "Declaration" means this document, as the same may be amended from time to time.

(k) "Limited Common Elements" means any and all real and personal property, easements, improvements, utility lines, facilities and other interests which are reserved for the use of one or more but fewer than all Unit Homeowners.

(l) "Limited Common Expenses" means the expenditures made by, or financial liabilities of, the Association with respect to any Limited Common Elements, together with any allocations to reserves, including but not limited to the expense of owning and/or maintaining the Limited Common Elements and any applicable taxes attributable thereto.

(m) "Member" means all those Unit Homeowners who are members of the Association as provided in Section 5.1.

(n) "Period of Declarant Control" means the period commencing on the date of the first conveyance of a Unit to a Person other than the Declarant and ending no later than the date on which the events set forth in Section 9.1 occur.

(o) "Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(p) "Planned Community Documents" include the Declaration, Plats and Plans, Bylaws, and Rules and Regulations, if any.

(q) "Plan(s)" means the Myoma Woods Plan(s) approved by Adams Township, Butler County on December 10, 2010 as shown at Exhibit "B", as the same may be amended from time to time.

(r) "Real Estate" means the real estate described in Exhibit "A" attached hereto.

(s) "Township" means Adams Township, Butler County, Pennsylvania.

(t) "Unit" means each Single-Family Lot.

(u) "Unit Owner" means the Person or Persons or other legal entity or entities, including the Declarant and any Unit Owner, holding fee simple title to a Unit.

ARTICLE III

MAINTENANCE RESPONSIBILITIES

Section 3.1. Association's Responsibility. Except as expressly set forth herein to the contrary, the Association shall have the obligation to maintain, repair or replace as and when in the sole judgment of the Executive Board is required, any and all structures, facilities, wetlands, lawns, trees, shrubs, landscaping, and land comprising the Common Elements. The costs of such maintenance, repair or replacement will be assessed as a Common Expense. Any maintenance, replacement, or repair of the Common Elements arising out of or caused by the willful or negligent act or omission of a Unit Owner, or such Unit Owner's family, guests, invitees, or tenants shall be done at such Unit Owner's expense or a Special Assessment for the same will be made against such Unit.

Section 3.2. Unit Owner's Responsibility. Each Unit Owner shall maintain his or her Unit and all structures, landscaping, parking areas, sidewalks, and other improvements within the boundaries of the Unit. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and maintenance, as necessary. If any Unit Owner fails properly to perform his or her maintenance responsibility, upon notice given, (except in the event of emergency) the Association shall have the right, but not the obligation, to enter the Unit and any building or upon any structure on the Unit and perform such maintenance at the expense of the Unit Owner(s), and any such entry shall not be deemed a trespass. Any expense incurred by the

Association in connection therewith shall be enforceable by the Association as an assessment and shall be a lien on the Unit in accordance with Article VI. Notwithstanding the foregoing, the Association shall have no responsibility for the maintenance or repair of any Unit.

Section 3.3. Limitation of Liability. Notwithstanding anything to the contrary contained herein, the Association and/or a Unit Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE IV

EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 5216, 5217, and 5218 of the Act, the following easements are hereby created by this Declaration:

Section 4.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, management offices, and sales offices on the Property in Units or in the Common Elements and to relocate such models, management offices, and sales offices from time to time within the Property. The models, management offices, and sales offices shall be subject to the following requirements:

- (a) The number and use of any Unit owned by Declarant is subject to the Declarant's discretion. Models may also be used as sales, management, and construction offices;
- (b) Declarant shall have the right to place models, management offices, sales offices, and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;
- (c) Declarant may from time to time relocate models, management offices, sales offices, and advertising signs to different locations within Units or the Common Elements. Upon the relocation of a model, management office, or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant shall all be at Declarant's expense.
- (d) The rights provided in this Section 4.2 shall terminate at such time as Declarant ceases to be a Unit Owner.

Section 4.3 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Real Estate. The easements created in this Section 4.3 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, stormwater and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and

equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.3, unless approved in writing by the Unit Owner or Unit Homeowners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 4.4 Maintenance Easements. The Planned Community shall be subject to the following easements:

(a) An easement over the Common Elements in favor of the Association, acting through its agents, employees and independent contractors for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements;

(b) An easement over the Common Elements in favor of each Unit Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit or the Common Elements;

(c) If and only to the extent required in the event of emergency, an easement over and through the Units in favor of the Association acting through its agents, employees, and independent contractors, for correction of emergency conditions in one or more Units or the Common Elements. The Association and its agents, employees, and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 4.4(c).

Section 4.5 Declarant's Easement for Development of Additional Real Estate.

(a) Declarant reserves an easement on, over, and under the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles, and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. Such models or offices maintained by Declarant pursuant to this Section 4.5 may be located on any portion of the Common Elements and may be relocated and removed by Declarant at Declarant's sole discretion.

(b) The easement created by this Section 4.5 shall terminate upon the annexation of all of the Additional Real Estate to the Planned Community. Declarant, upon the annexation of all of the Additional Real Estate to the Planned Community, shall have the easements and rights for construction and marketing activities with respect to the Planned Community as are otherwise provided in the Act and this Declaration.

Section 4.6 Easement for Access to Real Estate. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Real Estate, including the right to modify the location of improvements to the

Common Facilities to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or re-grading of landscaped areas of the Common Facilities.

Section 4.7 Easement for Use of Common Elements.

(a) Grant of Easement to Unit Owner. Each Unit Owner and each person lawfully residing on the Real Estate is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.

ARTICLE V

MYOMA WOODS PROPERTY OWNERS ASSOCIATION

Section 5.1 Membership. For the purpose of ownership and maintenance of Common Elements and all common community services of every kind and nature required or desired within the Property for the general use and benefit of all Unit Homeowners, each and every Unit Owner, in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Association. With respect to the affairs of the Association, upon the transfer of Declarant's control of the Association in accordance with Article 9, all Unit Homeowners and the Declarant shall have one vote for each Unit owned by such Unit Homeowners or the Declarant.

Section 5.2. Succession. Upon the transfer of Declarant's control of the Association in accordance with Article 9, the Association shall succeed to the rights and position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

Section 5.3. Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend bylaws and rules and regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Homeowners and for Limited Common Expenses from Unit Homeowners to whom Limited Common Elements are allocated.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Homeowners on matters affecting the Association or the Real Estate.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.

(g) To cause additional improvements to be made to the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.

(h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.

(i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.

(j) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the Bylaws and Rules and Regulations of the Association.

(k) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.

(l) To provide for the indemnification of its officers and Board of Directors and to maintain directors' and officers' liability insurance.

(m) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.

(n) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.

(o) To exercise any other powers necessary and proper for the governance and operation of the Association.

Section 5.4. Board of Directors. Not later than the termination of any period of Declarant control in accordance with Article 9, the Unit Homeowners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Unit Homeowners. The Board of Directors shall elect the officers of the Association. The members of the Board of Directors and the officers shall take office upon election. The Board of Directors shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Board of Directors, but it may fill vacancies in its membership for the unexpired portion of any term. The Unit Homeowners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Homeowners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 5.5. Bylaws. The Bylaws of the Association shall provide for all of the following:

(a) The number of members of the Board of Directors and the titles of the officers of the Association;

(b) Election by the Board of Directors of a president, treasurer, secretary and any other officers of the Association the Bylaws specify;

(c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Board of Directors and officers and filling vacancies;

(d) Which, if any, of its powers the Board of Directors or officers may delegate to other persons or to a managing agent;

(e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association; and

(f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

Section 5.6 Powers of the Board of Directors to Enforce. The Board of Directors shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in this Declaration.

ARTICLE VI

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 6.1. Budgets; Capital Expenditures. The Board of Directors shall adopt a budget for revenues, expenditures and reserves at least annually. It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of each fiscal year to prepare and deliver to all Unit Homeowners copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after such approval. The Unit Homeowners, by affirmative vote of Two-Thirds (2/3) of all Unit Homeowners (including Units owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Board of Directors within thirty (30) days after approval. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board of Directors fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6.2. Quarterly Assessments. All Common Expense assessments (including Limited Common Expense assessments) made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of each calendar quarter. Special assessments shall be due and payable

in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien on each Unit for any Common Expense assessments levied against that Unit or fines imposed against that Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Section 5.3(j) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Unit Owner are enforceable as assessments under this Section 6.2. Notwithstanding the foregoing, assessments shall be paid in advance for a one year period, due and payable in advance at the settlement of any conveyance of any Unit by the Declarant to any ultimate user (i.e., not a Builder); provided, however, that no assessments shall be chargeable to any Builder during the initial two (2) year period following the date on which the Builder takes title to the Unit.

Section 6.3. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) without the prior approval of Two-Thirds (2/3) of the Unit Homeowners entitled to cast votes.

Section 6.4. Reserve. Each annual budget for assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

Section 6.5. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act (relating to resales of Units). All financial and other records shall be made reasonably available for examination by any Unit Owner and authorized agents. Within 180 days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

Section 6.6. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments according to each Unit Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Unit Homeowners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 6.7. Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in proportion to the share of Common Expenses payable by each such Unit Owner. These credits shall be applied to the next quarterly assessments of Common Expenses due from each Unit Owner under the current fiscal year's budget, and thereafter, until exhausted.

Section 6.8. Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies set forth in this Declaration, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

Section 6.9. Allocation. All Common Expense assessments, special assessments and further assessments shall be pro rated among the Unit Homeowners by dividing the amount of such assessments by the number of Units in the Plan; without regard to the size of any individual Unit.

Section 6.10. Interest and Charges. All sums assessed by the Association against any Unit Owner that remain unpaid shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Any delinquent Unit Owner shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

Section 6.11. Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

Section 6.12. Confession of Judgment. IN ORDER TO EXPEDITE THE ASSOCIATION'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DBED TO HIS/HER UNIT) SHALL BE

DEEMED TO HAVE APPOINTED ANY ATTORNEY LICENSED TO PRACTICE IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S) AND ANY OTHER INTEREST, FEES OR LATE CHARGES, PLUS REASONABLE ATTORNEYS' FEES AND EXPENSES, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE AND SAID DBED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

Section 6.13. Implementation. The Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VI, and to otherwise provide for the efficient fiscal operation and management of the Association and Common Elements.

Section 6.14. Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon the Property or any part thereof. The sale or transfer of the Property or any part thereof pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Property from the obligation or liability for any assessments thereafter becoming due or from the lien on any such subsequent assessments.

Section 6.15 Capital Improvement Fee Upon Resale. In the event the Association has established a "capital improvement" fund, then in accordance with and subject to §5302(12) of the Act, upon the resale and transfer of a Unit by any owner other than Declarant, a contribution shall be made by the purchaser to the capital improvement fund of the Association in an amount equal to one-fourth (1/4th) of the annual Assessments for that Unit for that year as determined by the Board of Directors. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. Funds so collected and deposited in the Association's capital improvement fund, and shall be maintained by the Association in a separate capital account and may be expended only for new Common Elements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. The contribution to the capital improvement fund shall be collected at the closing on any resale of a Unit and shall constitute a lien against the Unit until collected and paid over to the Association.

Section 6.16 Exempt Property. The following property shall be exempt from payment of assessments:

(a) Any Property dedicated to and accepted by any governmental authority or public utility; and

(b) Any Property, including Additional Property, title to which has not been conveyed by Declarant to a non-Declarant purchaser of such Unit.

(c) Any Property, including Additional Property, title to which has been conveyed by Declarant to a Builder for purposes of constructing a Unit for resale to a non-Declarant purchaser, provided, however, that such exemption shall be limited to a period of two (2) years following conveyance of title from Declarant to such Builder.

Section 6.17 Declarant Subsidy. During the period of Declarant's control of the Association, the Declarant may annually elect to pay the Association the difference between the amount of assessments collected on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least sixty (60) days prior to the start of such fiscal year and the Declarant shall pay on such basis during the year. A final election for each fiscal year shall be made within thirty (30) days after the close of such fiscal year and, in the event such election is changed, any excess payments made by the Declarant during the year may, at the discretion of the Declarant be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing within the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials or a combination of these.

ARTICLE VII

INSURANCE

Section 7.1. Insurance to be Carried by the Association. The Association shall obtain no later than at the time of conveyance of the first Unit to a Unit Owner, and shall thereafter maintain, to the extent reasonably available, all of the following:

(a) Property insurance on the Common Elements, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the common elements. Certificates of insurance evidencing such coverage and the additional insured status mentioned above shall be provided to the additional insured upon request.

If such insurance is not maintained by the Association, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Homeowners.

Section 7.2. Other Insurance Carried by the Association. The Association may carry any other insurance the Board of Directors may deem appropriate to protect the Association.

Section 7.3. Policy Terms. Insurance policies carried under Section 7.1 shall provide all of the following:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(d) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance.

(e) The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust, to whom a certificate or memorandum of insurance has been issued.

Section 7.4. Proceeds From Property Insurance. Any loss covered by the property policy under Section 7.1(a) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Homeowners and lienholders as their interests may appear. Subject to the provisions of Section 7.5, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements.

Section 7.5. Disposition of Insurance Proceeds. Any portion of the Common Elements which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance or eighty percent (80%) of the Unit Homeowners vote not to rebuild. The cost of repair or replacement of those portions of the Common Elements in excess of insurance proceeds and reserves shall be a Common Expense.

Section 7.6. Unit Owner's Insurance. Each Unit Owner shall insure the Unit Owner's Unit and all permitted Buildings erected thereon. The Unit Owner shall cause the insurer to issue certificates or memoranda of insurance to the Association. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association. The Unit Owner shall promptly repair or replace any Buildings erected on the Unit Owner's Unit that is damaged or destroyed unless repair or replacement would be illegal under any state or local health or safety statute.

Section 7.7. Waiver of Subrogation. Each Unit Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Board of Directors and members thereof, the Declarant, and their respective employees and agents, for damage to the Common Elements, or to any personal property located in the Common Elements, caused by fire or other casualty or any act or omission of any such party, to the extent that such damages is covered by fire or other form of hazard insurance. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors, to the extent such payment is not waived or released under the preceding sentence. Any release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Homeowners and the Association, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

Section 7.8 Costs of Insurance. Premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal that the Board of Directors deems advisable to obtain in connection with any insurance shall be Common Expenses.

ARTICLE VIII

LIMITED LIABILITY AND INDEMNIFICATION

Section 8.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees, provided that they act in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence as a person of ordinary prudence would use under similar circumstances:

- (a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Unit Owner or person on the Real Estate;
- (b) Shall not be liable to the Unit Homeowners as a result of the performance of the Board of Directors' duties for any mistake of judgment, negligence or otherwise;
- (c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the duties of the Board of Directors;
- (d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to

personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building or the Common Elements, or which might in any other way be assessed against or imputed to the members of the Board of Directors as a result of or by virtue of their performance of their duties.

In performing any duties, the Board of Directors, and its members in their capacity as members, officers and employees, shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more other officers or employees of the Association whom the officer or member of the Board of Directors reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants or other persons as to matters which the officer or member of the Board of Directors reasonably believes to be within the professional or expert competence of that person, or (3) a committee of the Board of directors upon which the officer or member of the Board of Directors does not serve, designated in accordance with law, as to matters within its designated authority, which committee the officer or member of the Board of Directors reasonably believes to merit confidence.

Section 8.2. Indemnification Against Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or complete action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board of Directors or the Association) by reason of the fact that he is or was the Declarant (except to the extent otherwise provided by §5311 of the Act) or a member of the Board of Directors, or an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless such person is found not to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person acted in bad faith or a reckless or grossly negligent manner or that the person did not act in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.3. Indemnification Against Association Action. The Association shall indemnify the Declarant (except to the extent otherwise provided by §5311 of the Act) or any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by

or in the right of the Board of Directors or the Association, by reason of the fact that he is or was a member of the Board of Directors, an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 8.4. Determination. To the extent that the Declarant, a member of the Board of Directors, or an officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 8.2 or 8.3 hereof, or in defense of any claim, issue, or matter therein in which he was not indemnified, then he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnifications under Sections 8.2 or 8.3 hereof shall be made by the Association only upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 8.2 or 8.3 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel (not the Association's legal counsel) in a written opinion, or (iii) by the Unit Homeowners at any meeting duly called for such purpose.

Section 8.5. Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount or amounts unless it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article.

Section 8.6. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, bylaws, agreements, vote of disinterested Unit Homeowners or members of the Board of Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future members of the Board of Directors, officers, employees, and agents of the Association, and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer, employee or agent, shall inure to the benefit of the heirs and personal representatives of all such persons, and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 8.7. Insurance. The Association shall purchase and maintain insurance on behalf of the Declarant and any person who was or is a member of the Board of Directors, an officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified.

Section 8.8. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

ARTICLE IX

DECLARANT'S RIGHTS

Section 9.1. Control.

(a) Subject to Section 9.1(b), for a period of seven (7) years from the date of the first conveyance by the Declarant of any Unit to a Unit Owner, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Board of Directors of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Board of Directors.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Homeowners, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Unit Homeowners. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Homeowners, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by the Unit Homeowners.

Section 9.2. Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 9.1(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed for a consideration of One Dollar (\$1.00), free and clear of all liens and taxes. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by the Plans or the Borough of Adams Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder. Prior to transfer of Declarant's control of the Association, Declarant shall cause the Association to maintain the Common Elements in good condition and repair and to obtain and maintain insurance for the Common Elements in accordance with this Declaration.

Section 9.3. Approval of Improvements by Declarant. All improvements constructed on Units within Myoma Woods after the date such Property is made subject to this Declaration shall

be designed and built in accordance with the plans and specifications as approved by Declarant or its designee in its sole discretion. All such improvements shall also meet all applicable Township or other governing ordinances, laws, regulations or rules of any governmental or any similar body.

ARTICLE X

OPTION TO EXPAND THE PLANNED COMMUNITY

Section 10.1 Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to create Units, Common Elements or both and to add, convert or withdraw the Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any other Unit Owner. This option to expand, convert or withdraw may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add, convert or withdraw any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "A-1" hereto. There are no other limitations on this option to add Additional Real Estate to the Planned Community. Notwithstanding the foregoing, however, Declarant has no obligation to add the Additional Real Estate as described on Exhibit "A-1".

Section 10.2 Assurances. Declarant makes no assurances as to location of Units or other improvements on the Additional Real Estate. Declarant makes no assurances that any Units to be constructed on the Additional Real Estate shall be compatible in quality, size, materials, and architectural style with the other Units on the Property. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate. Declarant makes no assurances as to type, size, or maximum number of such Common Elements or proportion of Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as provided in Section 11.3 herein by allocating factors. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Unit and operate the same without restriction, except as set forth above.

ARTICLE XI

ALLOCATION OF PERCENTAGE INTERESTS; COMMON EXPENSES AND VOTING RIGHTS

Section 11.1 Percentage Interests. Each Unit will have the respective Percentage Interest set forth on Exhibit "C". The computation of Percentage Interests is based upon the number of Units in the entire Planned Community. Each Unit will bear a share of the Common Expenses equal to its Percentage Interest.

Section 11.2 Allocation of Unit Owner's Voting Rights. Each Unit Owner will have a vote in the Association equal to the Unit Owner's Percentage Interest. There will be no cumulative voting.

Section 11.3 Adjustment of Percentage Interests. As Units in the Planned Community are developed, and if the addition of any Additional Real Estate increases the number of Units, the Units' Percentage Interests will be adjusted based on the total number of Units.

ARTICLE XII

RESTRICTIONS ON USE; LEASES OF UNITS

Section 12.1 Uses. The Units in the Planned Community (except any Unit owned by the Declarant or the Association and used by either of them as a manager's office, sales office, model or storage facility) are restricted to residential use and may not be used for any other purposes. However, residential use shall include uses that are customarily accessory to the residential use, provided that any such use conforms to the applicable zoning regulations of Adams Township, as they may be amended from time to time, including, without limitation, the use of the Unit as a home office.

Section 12.2 Restrictions. The following restrictions apply to the use of the Planned Community.

(a) No Unit Owner may obstruct the Common Facilities in any way. No Unit Owner may store or leave anything in or on the Common Facilities without the prior written consent of the Executive Board. The Common Facilities may be used only for the benefit or enjoyment of all Unit Owners and all occupants, agents, licensees and invitees of the Units.

(b) Without limiting the previous provisions of this Section 12.2, no Unit Owner may carry on any practice or permit any practice to be carried on that unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. Each Unit shall be maintained in a clean and sanitary condition. No Unit Owner may place any garbage, trash, or rubbish anywhere on the Property other than in the Unit Owner's Unit.

Section 12.3 Specific Restrictions. The specific restrictions which may apply to the use of the Planned Community are more fully set forth in the Rules and Regulations of the Association which are incorporated herein.

Section 12.4 Lease of Units.

(a) The Declarant may lease or sublease a Unit or Units owned by the Declarant at any time and from time to time without restriction. A Unit Owner, other than the Declarant, may lease or sublease the Unit Owner's Unit or Units at any time and from time to time provided that:

(1) No Unit owned by a Unit Owner, other than Declarant, may be leased or subleased for an initial term of less than one year or without a written lease or sublease, or both;

(2) A copy of such lease or sublease (other than leases or subleases entered into by the Declarant) must be furnished to the Association within ten (10) days after

execution thereof, together with a reasonable fee as may be established from time to time by the Executive Board or property manager for the registration of the lease or sublease; and

(3) The rights of any lessee or sublessee of any Unit (under a lease or sublease whose current term or current renewal or extension commences on or after the date of recordation of this Declaration) will be subject to, and each such lessee or sublessee will be bound by, the covenants, conditions, and restrictions contained in this Declaration; provided however, such lessee or sublessee shall not, by reason of this provision have direct liability to pay any Monthly Assessments or Special Assessments on behalf of the Unit Owner of the Unit.

(b) The Association, for the benefit of the Association and every Unit Owner, has the rights of enforcement of any lease directly against the lessee(s) including, without limitation, the right to terminate any lease by reason of violation of the provisions of the lease, this Declaration, the Bylaws, or the Rules and Regulations and to then, at the option of the Association, evict the lessee from the Unit without liability to the Unit Owner/Lessor. All Unit Owners agree to be bound by the foregoing provision for the common good of all Unit Owners, although some financial loss may be suffered by the Unit Owner of the affected Unit by reason of these conditions.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Amendments. Prior to the transfer of Declarant control pursuant to Section 9.1, Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Real Estate and is undertaken with all required approvals of the Borough of Adams Township. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Unit Homeowners. To be effective, any amendment must be recorded in the public records of Butler County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Section 13.2. Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each Unit Owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and servitudes jointly, separately, and severally.

Section 13.3. Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions, the Declarant or any person claiming by, through, or under the Declarant, and the Unit Homeowners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent

the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Unit any structure which is in violation of these restrictions, to enter upon the Unit where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Unit Owner, and any such entry and abatement or removal shall not be deemed a trespass.

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

(b) Should the Unit Owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Unit Owner in whose favor said lien has arisen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of ten (10%) percent per annum or the maximum allowed by law, whichever is less, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Unit or Units or portions of Units, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure or deed in lieu of foreclosure.

(d) No delay or omission on the part of the Declarant or the Unit Homeowners in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 13.4. Severability. Each and every one of the covenants, conditions, reservations, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions, reservations, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 13.5. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period

of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

Section 13.6. Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Borough of Adams Township or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed, shall be in conflict with any Borough of Adams Township or County Zoning Ordinance or Law.

Section 13.7. Third Party Beneficiary. It is expressly intended by the Declarant and each Unit Owner that the Borough of Adams Township shall be a beneficiary of the covenants, restrictions, reservations and servitudes set forth herein. The Declarant and each Unit Owner further acknowledge that by this express intention to benefit the Borough of Adams Township, the Borough of Adams Township shall be a party entitled to enforce all covenants, restrictions, reservations and servitudes contained herein, which entitlement on the part of the Borough of Adams Township shall include the ability to exercise any and all remedies available at law and in equity for the enforcement of same. This Section in no way obligates the Borough of Adams Township to enforce the covenants, restrictions, reservations and servitudes described herein, or abrogates the Borough of Adams Township's rights under the Municipalities Planning Code or other applicable laws of the Commonwealth of Pennsylvania.

Section 13.8. Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

Section 13.9. Duration.

(a) The easements, covenants, rights conditions, affirmative obligations and restrictions of this Declaration (including the rights to amend and terminate herein provided) shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Unit Homeowners, their respective legal representatives, heirs, successors and assigns, and any of them until January 1, 2026 and thereafter until twenty-one (21) years following the last to occur of (i) the death of the survivor of the incorporators of the Association and (ii) the death of each person who shall be an initial purchaser from Declarant of a Unit located within the Real Estate and is alive on the date of initial recording of this Declaration and (iii) the death of all persons who were on the date of recording this Declaration shareholders, officers or directors of the Declarant and (iv) the death of all the presently living descendants of any of the persons described in the foregoing clauses (i), (ii) or (iii).

(b) In addition to the above, unless within one (1) year prior to the expiration of said twenty-one (21) year period or prior to December 31, 2050, whichever occurs first, there shall be recorded an instrument directing the termination of this Declaration signed by not less than two-thirds (2/3) of all active members of the Association, this Declaration as amended and in effect immediately prior to such expiration date shall, subject to the provisions herein contained, be continued automatically, without any further notice, for an additional period of ten (10) years, and thereafter for successive periods of ten (10) years, unless within one (1) year

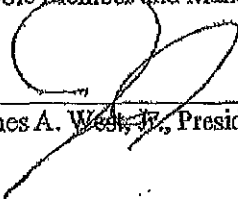
prior to the expiration of any such period, this Declaration is terminated by a recorded instrument of such persons.

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed to these presents on the day and year first above written.

ECHOS, LLC,
a Pennsylvania limited liability company

By: Deerfield Management Group, Inc.,
a Pennsylvania corporation,
its Sole Member and Manager

James A. West, Jr.
WITNESS

By: 
James A. West, Jr., President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

On this, the 10th day of September, 2011, before me, the undersigned Notary Public, personally appeared James A. West, Jr., who acknowledged himself to be the President of Deerfield Management Group, Inc., a Pennsylvania corporation, Sole Member and Manager of Echo5, LLC, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 8/25/11

Lisa Diane Waldron
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa Diane Waldron, Notary Public
Shaler Twp., Allegheny County
My Commission Expires Aug. 25, 2011
Member, Pennsylvania Association of Notaries



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

Michele M. Mustallo
Michele M. Mustallo - Recorder of Deeds

Mail to:
Echo5, LLC
100 ARTHUR DRIVE
WEXFORD, PA. 15090

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE



Corporate Office
35 Wilson Street -- #201 * Pittsburgh, PA 15223
Phone: (412) 781-9860 * Fax: (412) 781-5904

Mars Office
123 Ridge Road Suits B * Valencia, PA 16059
Phone: (724) 625-4544 * Fax: (724) 625-4549

email@hampton-tech.com
www.hampton-tech.com

Legal Description for Wickerham Heights – Phase 1

All that certain parcel of land situate in the Township of Adams, County of Butler and the Commonwealth of Pennsylvania, being Phase 1 of the Myoma Woods plan of lots as recorded in Plan Book Volume 323, Pages 8-12 in the Butler County Recorder's Office, County of Butler, Commonwealth of Pennsylvania, said parcel being more particularly bounded and described as follows:

Beginning at a common corner of lands of Lot 2 of the Property Subdivision No. 2 for Bartley J. Morrow and Charles S. Morrow as recorded in PBV 135 page 28, within the Butler County Recorder of Deeds Office and the south western corner of the Myoma Woods plan as recorded in PBV 323 pages 8-12, within the Butler County Recorder of Deeds Office and also being a point along the eastern line of lands of Lot 106 of the Thielemann Crossing Plan of Lots plan as recorded in PBV 274 page 8 within the Butler County Recorder of Deeds Office. Thence along the common property line of Lot 106 within the Thielemann Crossing Plan of Lots N 02°04'37" W 361.16' to a point along the northern right of way line of Myoma Road having a right of way width of 50' and the south western corner of Parcel A within the Myoma Woods plan; thence along the northern right of way line of Myoma Road N 74°06'14" E 37.20' to a point; thence by an arc of a circle deflecting to the left having a radius of 225.00' and an arc length of 121.82' to a point; thence N 43°06'53" E 64.69' to a point; thence by an arc of a circle deflecting to the left having a radius of 475.00' and an arc length of 161.04' to a point; thence N 23°41'23" E 80.81' to a point; thence by an arc of a circle deflecting to the right having a radius of 275.00' and an arc length of 171.68' to a point; thence N 59°27'31" E 127.10' to a point; thence by an arc of a circle deflecting to the left having a radius of 225.00' and an arc length of 45.02' to a point; thence by the dividing line of Myoma Woods Phase 1 and Myoma Woods Phase 2 S 74°49'28" E 829.39' to a point; thence S 15°10'32" W 55.97' to a point; thence S 13°54'08" E 203.41' to a point; thence S 62°20'38" E 48.46' to a point; thence S 70°52'53" E 87.48' to a point; thence N 88°44'33" E 81.90' to a point on the western line of Open Space A in the Brookstone Plan of Lots as recorded in PBV 299, page 2, within the Butler County Recorder of Deeds Office; thence along the common line of the Myoma Woods Heights plan and Brookstone Plan of lots S 01°15'27" E 361.76' to a point along the northerly line of lands of now or formerly Larry P. Werner and Amy Werner; thence along the line of lands of Werner and Lot 2 of the Property Subdivision No. 2 for Bartley J. Morrow and Charles S. Morrow S 89°02'34" W 1698.46' to a point being the point of beginning.

Containing 24.56 acres more or less

EXHIBIT A-1
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY



Corporate Office
35 Wilson Street-- #201 * Pittsburgh, PA 15223
Phone: (412) 781-9880 * Fax: (412) 781-5904

Mars Office
123 Ridge Road, Suite B * Valencia, PA 16059
Phone: (724) 625-4544 * Fax: (724) 625-4549

email@hampton-tech.com
www.hampton-tech.com

Legal Description for Wickerham Heights -- Phase 2

All that certain parcel of land situate in the Township of Adams, County of Butler and the Commonwealth of Pennsylvania, being Phase 2 of the Myoma Woods plan of lots as recorded in Plan Book Volume 323, Pages 8-12 in the Butler County Recorders Office, County of Butler, Commonwealth of Pennsylvania, said parcel being more particularly bounded and described as follows:

Beginning at a common corner of lands of the western line of Open Space A in the Brookstone Plan of Lots as recorded in PBV 299, page 2, within the Butler County Recorder of Deeds Office, Phase 1 of the Myoma Woods plan of lots as recorded in Plan Book Volume 323, Pages 8-12 in the Butler County Recorders Office, County of Butler, Commonwealth of Pennsylvania, and the herein described parcel. Thence by the dividing line of Phase 1 and Phase 2 of the Myoma Woods plan of lots S 88°44'33" W 81.90' to a point; thence N 70°52'53" W 87.48' to a point; thence N 62°20'38" W 48.46' to a point; thence N 13°54'08" W 203.41' to a point; thence N 15°10'32" E 55.97' to a point; thence N 74°49'28" W 829.39' to a point on the northern right of way line of Myoma Road having a right of way width of 50'; thence along the northern right of way line of Myoma Road by a arc deflecting to the left having a radius of 225.00' and an arc length of 191.96' to a point; thence N 00°53'20" W 211.73' to a point; thence by an arc of a circle deflecting to the right having a radius of 275.00' and an arc length of 181.35' to a point; thence by an arc of a circle deflecting to the right having a radius of 1025.00' and an arc length of 332.83' to a point; thence N 55°29'57" E 104.11' to a point; thence by an arc of a circle deflecting to the right having a radius of 1525.00' and an arc length of 156.01' to a point along the western line of lands of now or formerly George E. Bradley, II and Joy Ann Bradley; thence along the western line of lands of Bradley S 28°49'58" E 12.27' to a point within Myoma Road; thence through Myoma Road N 65°59'33" E 456.29' to a point; thence along the easterly property line of the Myoma Woods plan and the westerly line of Open Space A in the Brookstone Plan of Lots S 01°15'27" E 1614.93' to a point being the point of beginning.

Containing 23.41 acres more or less

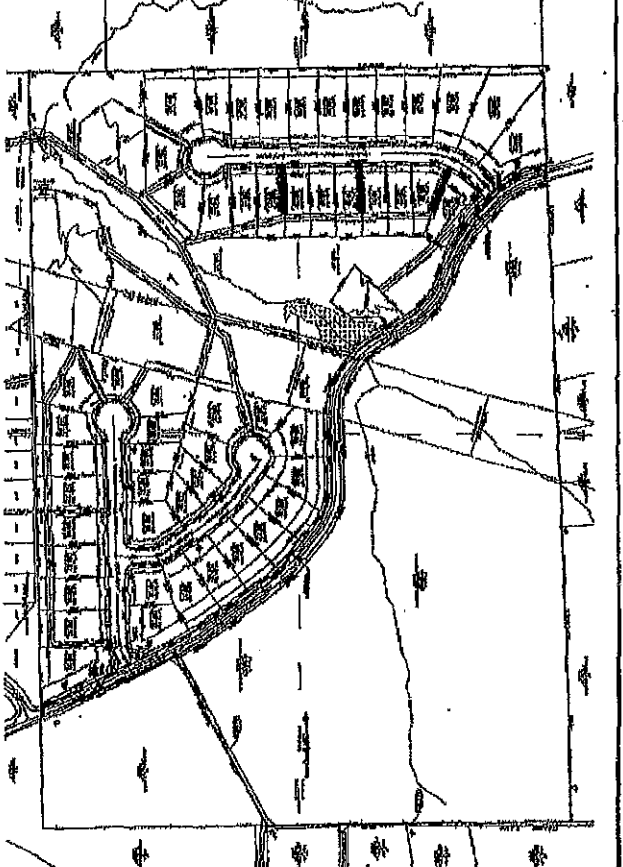
Engineering Land Surveyors
Commercial & Residential Land Development Services

EXHIBIT "B"
PLAN OF REAL ESTATE

Handwritten notes and signatures at the top of the page, including a prominent "DUPLICATE" stamp.

Second section of handwritten notes and signatures, including the name "HARVEY H. HUBBARD" and "RECORDS OF DEEDS".

Vertical columns of text and circular stamps on the left side of the page, containing various administrative markings.



Myoma Woods Records Plan
 Harris County, Texas
 Volume 100
 100 Arthur Drive
 Houston, TX 77002

HAMPTON
 TECHNICAL, ARCHITECTURAL, AND
 ENGINEERING LAND SURVEYORS
 ESTABLISHED 1864
 www.hampton-engineers.com
 10000 Katy Road, Suite 100
 Houston, TX 77024
 713.865.2200

REC-1
 10-2000

EXHIBIT C
PERCENTAGE INTERESTS

Lot	Percentage Interest
1	4.16%
2	4.16%
3	4.16%
4	4.16%
5	4.16%
6	4.16%
7	4.16%
8	4.16%
9	4.16%
10	4.16%
11	4.16%
12	4.16%
13	4.16%
14	4.16%
15	4.16%
16	4.16%
17	4.16%
18	4.16%
19	4.16%
20	4.16%
21	4.16%
22	4.16%
23	4.16%
24	4.16%



Michele Mustello Butler County

Web Services Detailed Data Results

Instrument: 201102140004221	Volume Page:	<u>Display Doc</u>
Recorded: 2/14/2011 9:28:26 AM	Prepared: 2/10/2011	Pages: 33
Document Type: DECLARATION	Consideration:	
Grantor: ECHO5 LLC / MYOMA WOODS		
Grantee: MYOMA WOODS / ECHO5 LLC		

Notes:

Legal Description: Sub/Condo: MYOMA WOODS PLAN PH 1, Acr: 24.560, Municipality: ADAMS TWP / Sub/Condo: MYOMA WOODS PLAN PH 2, Acr: 23.410

Marginal:

Search Criteria: Find all documents where the ((Last Name = 'ECHO5 LLC' and First Name = ") or (Last Name = 'MYOMA WOODS' and First Name = ")) and DTS Instrument Number Like '201102140004221%'

[Main Menu](#) [Simple Search](#) [Advanced Search](#) [Instrument Search](#) [Help](#)

*Butler County Recorder of Deeds
Floor 4, County Government Center
124 West Diamond Street
Butler, PA 16003
(724)284-5340*

Developed By:



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Michele Mustello

Butler

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20110005270
Date/Time: 02/14/2011 09:28:26
Method Received: Walk-In
Clerk: TLandgra

Customer Name : HAMPTON TECHNICAL ASSOC

MAILING LABEL
ECHOS LLC
100 ARTHUR DRIVE
WEXFORD PA 15090

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Record Fees</u>	<u>Equip. Fee</u>	<u>Transfer Tax</u>	<u>CJEA</u>	<u>ATI Copy</u>	<u>Cert. Copy</u>	<u>Total Copy Fee</u>	<u># Pgs.</u>	<u>Consideration</u>	<u>Subtotal</u>
201102140004221	DECLR	\$71.50	\$5.00	\$0.00	\$0.00	\$0.00	N	N	\$0.00	33	\$76.50
<u>First Party Name</u> ECHOS LLC				<u>Second Party Name</u> MYOMA WOODS							

Payment Information

<u>Method of Payment</u>	<u>Payment Control ID</u>	<u>Authorized Agent</u>	<u>Amount</u>
Escrow	00382	Main Office	\$76.50

Account Balance: \$ 836.50

AMOUNT PAID: \$76.50
 LESS AMOUNT DUE: \$76.50
 CHANGE RECEIVED: \$0.00

Mail to:
Blumling & Gusky, LLP
1200 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

Instr: 20130301000802 03/01/2013
Pages: 6 F: \$22,50 2:15PM
Michele Mustello T20130005252
Butler County Recorder MLBLUMLING

PHASE II
SUPPLEMENTAL DECLARATION
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
MYOMA WOODS

a Planned Community
in Adams Township, Butler County, Pennsylvania

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 28th day of February, 2013, by Echo5, LLC, Pennsylvania limited liability company, as the Declarant of the real estate herein described ("Declarant").

This Supplemental Declaration is being made pursuant to Article X, Section 10.1 of the Declaration of Covenants, Conditions and Restrictions of Myoma Woods, dated February 10, 2011, as recorded on February 14, 2011, in the Office of the Butler County Recorder's Office, at Instrument Number 201102140004221 (the "Declaration"), as the same may be amended.

1. The real property described in Exhibit "A-1" to this Supplemental Declaration is hereby annexed to and made part of the real estate subject to the Declaration.

2. This Supplemental Declaration is being made pursuant to the terms of the Declaration for the purpose of making the real property described in Exhibit "A-1" to this Supplemental Declaration subject to the scheme of the Declaration and of extending the jurisdiction of the Association to cover the real estate so described in this Supplemental Declaration.


3. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the date and year first written above, with the intent to be legally bound hereby.

ECHOS, LLC,
a Pennsylvania limited liability company

By: Deerfield Management Group, Inc.,
a Pennsylvania corporation,
its Sole Member and Manager


WITNESS

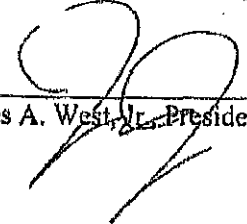
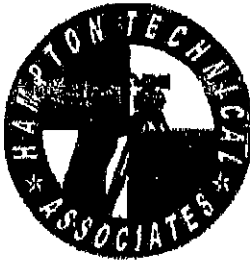
By: 
James A. West, Jr., President

EXHIBIT "A-1"

E
7

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY



Corporate Office
35 Wilson Street - #201 * Pittsburgh, PA 15223
Phone: (412) 781-9860 * Fax: (412) 781-6904

Mars Office
123 Ridge Road Suite B * Valencia, PA 16059
Phone: (724) 625-4544 * Fax: (724) 625-4549

email@hampton-tech.com
www.hampton-tech.com

Legal Description for Wickerham Heights - Phase 2

All that certain parcel of land situate in the Township of Adams, County of Butler and the Commonwealth of Pennsylvania, being Phase 2 of the Myoma Woods plan of lots as recorded in Plan Book Volume 323, Pages 8-12 in the Butler County Recorder's Office, County of Butler, Commonwealth of Pennsylvania, said parcel being more particularly bounded and described as follows:

Beginning at a common corner of lands of the western line of Open Space A in the Brookstone Plan of Lots as recorded in PBV 299, page 2, within the Butler County Recorder of Deeds Office, Phase 1 of the Myoma Woods plan of lots as recorded in Plan Book Volume 323, Pages 8-12 in the Butler County Recorder's Office, County of Butler, Commonwealth of Pennsylvania, and the herein described parcel. Thence by the dividing line of Phase 1 and Phase 2 of the Myoma Woods plan of lots S 88°44'33" W 81.90' to a point; thence N 70°52'53" W 87.48' to a point; thence N 62°20'38" W 48.46' to a point; thence N 13°54'08" W 203.41' to a point; thence N 15°10'32" E 55.97' to a point; thence N 74°49'28" W 829.39' to a point on the northern right of way line of Myoma Road having a right of way width of 50'; thence along the northern right of way line of Myoma Road by a arc deflecting to the left having a radius of 225.00' and an arc length of 191.98' to a point; thence N 00°53'20" W 211.73' to a point; thence by an arc of a circle deflecting to the right having a radius of 275.00' and an arc length of 181.35' to a point; thence by an arc of a circle deflecting to the right having a radius of 1025.00' and an arc length of 332.83' to a point; thence N 55°29'57" E 104.11' to a point; thence by an arc of a circle deflecting to the right having a radius of 1525.00' and an arc length of 156.01' to a point along the western line of lands of now or formerly George E. Bradley, II and Joy Ann Bradley; thence along the western line of lands of Bradley S 28°49'56" E 12.27' to a point within Myoma Road; thence through Myoma Road N 65°59'33" E 456.29' to a point; thence along the easterly property line of the Myoma Woods plan and the westerly line of Open Space A in the Brookstone Plan of Lots S 01°15'27" E 1614.93' to a point being the point of beginning.

Containing 23.41 acres more or less

Engineering Land Surveyors
Commercial & Residential Land Development Services

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

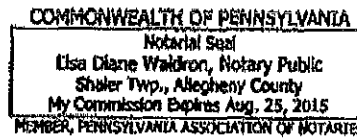
ss:)

On this, the 28th day of February, 2013, before me, the undersigned Notary Public, personally appeared James A. West, Jr., who acknowledged himself to be the President of Deerfield Management Group, Inc., a Pennsylvania corporation, Sole Member and Manager of Echo5, LLC, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 8/25/15

Lisa Diane Waldron
Notary Public



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

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds



Michele Mustello

Butler

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20130005252
Date/Time: 03/01/2013 14:15:27
Method Received: Walk-In
Clerk: APryde

Customer Name : BLUMLING & GUSKY LLP

MAILING LABEL
BLUMLING & GUSKY LLP
1200 KOPPERS BLDG
436 7TH AVE
PITTSBURGH PA 15219

Transaction Detail

Instrument Number	Instrument Type	Record Fees	Equip Fee	State Tax	Transfer Tax	CJEA	AEI	Copy	Cert Copy	Total Copy Fee	# Pgs	Consideration	Subtotal
201303010006302	DECLR	\$ 17.50	\$ 5.00	\$ 0.00	\$ 0.00	\$0.00	\$ 0.00	N	N	\$ 0.00	5		\$22.50

First Party Name
ECHO5 LLC

Second Party Name
MYOMA WOODS

Payment Information

Method of Payment	Payment Control ID	Authorized Agent	Amount
Escrow	00283	MAIN OFFICE	\$22.50

Account Balance: \$ \$284.61

AMOUNT PAID:	\$22.50
LESS AMOUNT DUE:	\$22.50
CHANGE RECEIVED:	\$0.00

57.00
22.50
34.50
due to
20205.06
in escrow

THIS INDENTURE

MADE the 27th day of May, 2016.

BETWEEN

ECHO5, LLC

a Pennsylvania limited liability company,

(hereinafter called "Grantor")

A
N
D

MYOMA WOODS PROPERTY OWNERS ASSOCIATION

a Pennsylvania nonprofit corporation,

(hereinafter called "Grantee").

WITNESSETH, that the said Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) AND 00/100, paid to Grantor by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee and Grantee's heirs, successors and assigns, forever:

MYOMA WOODS – "OPEN SPACE A-1" - LEGAL DESCRIPTION

Open Space A-1

ALL THAT CERTAIN piece, parcel, or tract of land situate in Adams Township, Butler County, Pennsylvania, being known as Open Space A-1, as shown on the Myoma Woods Plan as recorded in the Recorder's Office of Butler County in Plan Book Volume 323, Pages 8-12, and being further described to-wit:

BEGINNING at a point, said point being the common corner of Lot No. 101 and Open Space A-1 as shown on the Myoma Woods plan as recorded in the Recorder's Office of Butler County in Plan Book Volume 323, Pages 8-12 and the eastern right-of-way line of Myoma Road, a 50-foot right-of-way; thence along said eastern right-of-way line of Myoma Road the following five (5) courses and distances: (1) by a curve deflecting to the left, having a radius of 525.00 feet and an arc length of 32.78 feet; (2) North 23 degrees 41 minutes 23 seconds East for a distance of 80.81 feet; (3) by a curve deflecting to the right, having a radius of 225.00 feet and an arc length of 140.46 feet; (4) North 59 degrees 27 minutes 31 seconds East for a distance of 127.10 feet; (5) by a curve deflecting to the left, having a radius of 275.00 feet and an arc length of 86.20 feet to a point, said point being common with said eastern right-of-way line of Myoma Road and Open Space A-2 as shown on said Myoma Woods plan; thence along the southern

DUPLICATE

line of said Open Space A-2 the following six (6) courses and distances: (1) South 74 degrees 49 minutes 28 seconds East for a distance of 771.99 feet; (2) South 15 degrees 10 minutes 32 seconds West for a distance of 55.97 feet; (3) South 13 degrees 54 minutes 08 seconds East for a distance of 203.41 feet; (4) South 62 degrees 20 minutes 38 seconds East for a distance of 48.46 feet; (5) South 70 degrees 52 minutes 53 seconds East for a distance of 87.48 feet; (6) North 88 degrees 44 minutes 33 seconds East for a distance of 81.90 feet to a point, said point being common with the western line of Open Space "A" in the Brookstone Plan of Lots as recorded in the Recorders Office of Butler County in Plan Book Volume 299, Page 2; thence along the western line of said Open Space "A" in the Brookstone Plan of Lots and the western line of Lot 2 in the Kline Subdivision No. 2 as recorded in the Recorders Office of Butler County in Plan Book Volume 214, Page 9 South 01 degrees 15 minutes 27 seconds East for a distance of 361.76 feet to an existing iron pin, said iron pin being on the line of now or formerly Larry P. Werner and Amy Werner; thence along the northern line of said now or formerly Larry P. Werner and Amy Werner and Lot 2 in the Property Subdivision No. 2 for: Bartley J. Morrow & Charles S. Morrow as recorded in the Recorders Office of Butler County in Plan Book Volume 135, Page 28 South 89 degrees 02 minutes 34 seconds West for a distance of 361.86 feet to a point, said point being on the eastern line of Lot No. 113 as shown in said Myoma Woods plan; thence along the eastern line of said Lot No. 113 the following two (2) courses and distances: (1) North 00 degrees 57 minutes 26 seconds West for a distance of 151.14 feet; (2) North 61 degrees 26 minutes 52 seconds West for a distance of 171.60 feet to a point, said point being on the cul-de-sac of Dirkshire Court as shown in said Myoma Woods plan; thence along the cul-de-sac of said Dirkshire Court by a curve deflecting to the left, having a radius of 55.00 feet and an arc length of 10.01 feet to a point on the southern line of Lot No 112 as shown in said Myoma Woods plan; thence along Lot No. 112, Lot No. 111, Lot No. 110, Lot No. 109, Lot No. 108, Lot No. 107, Lot No. 106, Lot No. 105, Lot No. 104, Lot no. 103, Lot No. 102, and Lot No. 101 as shown in said Myoma Woods plan the following five (5) courses and distances; (1) South 61 degrees 26 minutes 52 seconds East for a distance of 165.94 feet; (2) North 00 degrees 57 minutes 26 seconds West for a distance of 209.69 feet; (3) North 49 degrees 00 minutes 42 seconds West for a distance of 216.45 feet; (4) South 89 degrees 02 minutes 34 seconds West for a distance of 696.19 feet; (5) North 62 degrees 43 minutes 59 seconds West for a distance of 91.29 feet to a point, said point being the point of beginning.

Containing 9.9753 acres more or less, and identified as Tax Map Parcel 10-S11-EA1.

MYOMA WOODS – "OPEN SPACE A-2" - LEGAL DESCRIPTION

Open Space A-2

ALSO CONTAINING ALL THAT CERTAIN parcel of land situate in Adams Township, Butler County, Pennsylvania being known as Open Space A-2 as shown on the Myoma Woods plan as recorded in the Recorder's Office of Butler County in Plan Book Volume 323, Pages 8-12 and being further described to-wit:

BEGINNING at a point, said point being the common corner of Open Space A-1 and Open Space A-2 as shown on the Myoma Woods plan as recorded in the Recorders Office of Butler

County in Plan Book Volume 323, Pages 8-12 and the eastern right-of-way line of Myoma Road, a 50-foot right-of-way; thence along said eastern right-of-way line of Myoma Road the following two (2) courses and distances: (1) by a curve deflecting to the left, having a radius of 275.00 feet and an arc length of 203.44 feet; (2) North 00 degrees 53 minutes 20 seconds West for a distance of 2.04 feet; thence along Lot No. 221, Lot No. 220, Lot No. 219, Lot No. 211, and Lot No. 210 as shown in said Myoma Woods plan the following two (2) courses and distances: (1) South 74 degrees 49 minutes 28 seconds East for a distance of 785.72 feet; (2) North 25 degrees 26 minutes 48 seconds West for a distance of 185.86 feet to a point on the cul-de-sac of Wickerham Drive as shown in said Myoma Woods plan; thence along the cul-de-sac of said Wickerham Drive by a curve deflecting to the left, having a radius of 55.00 feet and an arc length of 10.01 feet to a point on the southern line of Lot No. 209 as shown in said Myoma Woods Plan; thence along said Lot No. 209 the following two (2) courses and distances; (1) South 25 degrees 26 minutes 48 seconds East for a distance of 194.44 feet; (2) South 74 degrees 49 minutes 28 seconds East for a distance of 141.92 feet to a point, said point being on the western line of Open Space "A" in the Brookstone Plan of Lots as recorded in the Recorders Office of Butler County in Plan Book Volume 299, Page 2; thence along the western line of said Parcel "A" in the Brookstone Plan of Lots South 01 degrees 15 minutes 27 seconds East for a distance of 445.25 feet to a point on the line of said Open Space A-1 in the Myoma Wood plan; thence along said Open Space A-1 in the Myoma Woods plan the following six (6) courses and distances; (1) South 88 degrees 44 minutes 33 seconds West for a distance of 81.90 feet; (2) North 70 degrees 52 minutes 53 seconds West for a distance of 87.48 feet; (3) North 52 degrees 20 minutes 38 seconds West for a distance of 48.46 feet; (4) North 13 degrees 54 minutes 08 seconds West for a distance of 203.41 feet; (5) North 15 degrees 10 minutes 32 seconds East for a distance of 55.97 feet; (6) North 74 degrees 49 minutes 28 seconds West for a distance of 771.99 feet to a point, said point being the point of beginning.

Containing 5.8190 acres more or less, and identified as Tax Map Parcel 10-S11-EA2.

MYOMA WOODS – "OPEN SPACE B" - LEGAL DESCRIPTION

Open Space B

All that certain parcel of land situate in Adams Township, Butler County, Pennsylvania being known as Open Space B as shown on the Myoma Woods plan as recorded in the Recorders Office of Butler County in Plan Book Volume 323, Pages 8-12 and being further described to wit:

BEGINNING at a point, said point being the common corner of Open Space B, Lot 205 and the eastern right-of-way line of Wickerham Drive, a 50-foot right-of-way as shown on the Myoma Woods plan as recorded in the Recorders Office of Butler County in Plan Book Volume 323, Pages 8-12; thence along the southern line of Lot 205 North 88 degrees 44 minutes 33 seconds East for a distance of 217.80 feet to a point on the western line of Open Space "A" in the Brookstone Plan of Lots as recorded in the Recorders Office of Butler County in Plan Book Volume 299, Page 2; thence along said western line of Open Space "A" in the Brookstone Plan of Lots South 01 degrees 15 minutes 27 seconds East for a distance of 10.00 feet to a point

on the northern line of Lot 206 in the Myoma Woods plan; thence along said northern line of Lot 206 in the Myoma Woods plan South 88 degrees 44 minutes 33 seconds West for a distance of 217.80 feet to a point on said eastern right-of-way line of Wickerham Drive; thence along said eastern right-of-way line of Wickerham Drive North 01 degrees 15 minutes 27 seconds West for a distance of 10.00 feet to a point, said point being the point of beginning.

Containing 0.0500 acres more or less, and identified as Tax Map Parcel 10-S11-EB.

SUBJECT TO the Declaration of Covenants, Conditions, and Restrictions dated February 10, 2011, and recorded in the Recorder of Deeds Office of Butler County, Pennsylvania, on February 14, 2011, at Instrument No. 201102140004221, and any and all amendments thereto.

UNDER AND SUBJECT TO all prior grants and reservations of coal, oil, gas, mining rights, exceptions, reservations, restrictions, easements and rights-of-way, as the same may be and appear in prior instruments of record.

BEING a part of the same premises that Martha Ruth Bielo, a single individual, by Indenture dated August 31, 2010, and recorded September 1, 2010, in the Recorder of Deeds Office of Butler County, Pennsylvania, at Instrument No. 201009010019531, granted and conveyed unto the Grantor herein.

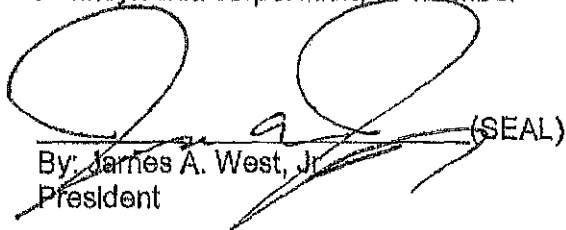
WITH THE APPURTENANCES: *TO HAVE AND TO HOLD* the same to and for the use of the said Grantee, and Grantee's heirs, successors and assigns forever. And the said Grantor, for itself and its heirs, successors and assigns, hereby covenants and agrees to and with Grantee, and Grantee's heirs, successors and assigns, that the said Grantor will WARRANT GENERALLY the property herein conveyed.

WITNESS the hand and seal of the said Grantor.

WITNESS:

ECHO5, LLC,
a Pennsylvania limited liability company

By: Deerfield Management Group, Inc., a
Pennsylvania corporation, its Member



(SEAL)
By: James A. West, Jr.
President

THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

