

COPY

**COVENANTS AND RESTRICTIONS FOR REDMOND PLACE,
CRANBERRY TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA**

THIS DECLARATION is made to be effective upon the date of its recording by Weihaus Construction, Inc., a Pennsylvania corporation, , the "Declarant" herein.

**ARTICLE I
SUBMISSION**

Section 1.1 Declarant; Property; County. Weihaus Construction, Inc., a Pennsylvania corporation (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A", attached hereto, located in Cranberry Township, Butler County, Pennsylvania, hereby submits the Real Estate to the following conditions, reservations and restrictions and hereby creates with respect to the Real Estate a "planned community, as that term is defined in the Pennsylvania Uniform Planned community Act, 68 P.S.A. 5101, et. seq., to be known as "Redmond Place."

**ARTICLE 2
DEFINED TERMS**

Section 2.1 Terms Defined. All terms used herein shall have ascribed to them the following meanings, unless otherwise defined:

- a). "Act" shall mean the Pennsylvania Uniform Planned community Act, 68 P.S.A. 5101, et. seq.
- b). "Association" means the Redmond Place Homeowners' Association.
- c). "Board of Directors" means the Board of Directors of the Association.
- d). "Building(s)" means any building(s) constructed or erected on the Real Estate.
- e). "Common Areas" shall mean the Property owned or to be owned by the Association for the common use and enjoyment of the members of the Association including all Open Space lots on the Plans and all buildings and structures erected thereon and improvements thereto, identification signs for the planned community, storm water detention facilities, and the streets through the plan until such time as they may be dedicated to and accepted by Cranberry Township.
- f). "Common Area Expense" means the expense of maintaining the common areas and structures, thereon including but not limited to Street Signs and Entry Monuments, and all expenses related to the repair and maintenance of the Stormwater Management Detention System.
- g). "Declarant" means Weihaus Construction, Inc., a Pennsylvania corporation, its successors and assigns.
- h). "Declaration" means this document, as the same may be amended from time to time.
- i). "Entry Monuments" means the permanently erected monuments at the entrance to the Real Estate.
- j). "Lot" means a lot as described in the Plat.

- k). "Lot Owner" means the owner in fee simple of any Lot, but shall not include the Declarant or any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).
- l). "Open Space" shall mean all real property currently owned or as subsequently acquired by the Declarant which is given or has been given for the common use and enjoyment of the members of the Association. The Open Space is to be owed by the Association, as and when organized and shall be conveyed by Declarant to the Association pursuant to the within Covenants, Conditions and Restrictions.
- m). "Plan" or "Plat" means the recorded subdivision, as recorded in the office of the Recorder of Deeds in and for Butler County, Pennsylvania subdividing the Real Estate and made a part hereof, as the same may be amended from time to time.
- n). "Real Estate" means the real estate described in Exhibit "A".
- o). "Residential Use" means use limited to one single family residential dwelling constructed on each Lot, and the recreational and social use of the Common Area.
- p). "Street Sign" means a sign erected to identify the streets within the Real Estate, whether located on Common Area or property dedicated to the public.
- q). "Stormwater Management Detention System" means any portion of the stormwater management detention system, including stormwater lines, detention pond, inlets, etc. as shown on the recorded plan, but not those portions accepted by Cranberry Township.

ARTICLE 3 DECLARANT'S RIGHTS – PLANNED COMMUNITY

Section 3.1 Area of Plan. The legal description of the land area encompassed by the Redmond Place Planned Community containing 12.5 acres, more or less, is more particularly described in Exhibit "A" of this Declaration.

Section 3.2 Maximum Number of Lots. The Plan, when fully developed, will be comprised of 17 Lots.

ARTICLE 4 EASEMENTS

Section 4.1 Easement for Advertising Signs. Declarant shall have the right to maintain on the Real Estate such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

Section 4.2 Utility Easements. The Real Estate shall be, and is hereby, made subject of easement 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 Real Estate. The easements created in this Section 4.2 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 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 Lots, and street rights-of-way. Notwithstanding the foregoing provision of this Sections 4.2, unless approved in writing by the Lot Owner(s) affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or as shown on the Plat, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

Section 4.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Real Estate for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall regrade and reseed the affected area.

Section 4.4 Declarant's Easement for Development of Real Estate. Declarant reserves an easement on, over and under the Real Estate for all purposes relating to the construction, development, leasing, and sale of improvements on the 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.

Section 4.5 Cross Easements. Each Lot within the plan is hereby declared to have an easement over all adjoining Lots for the purpose of ingress, egress and regress to and from the living quarters erected on said Lot, for the purpose of accommodating any encroachment due to engineering errors, errors in the original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage of rainwater from roofs or yards or other causes.

Section 4.6 Easement for Street Signs. Declarant shall have the right to maintain on the Real Estate such Street Signs as Declarant in its sole discretion may deem appropriate, provided that such Street Signs comply with applicable governmental requirements. Declarant may from time to time replace and/or relocate such Street Signs.

Section 4.7 Lot Owners' Easement of Enjoyment of Common Elements. Every Lot Owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject however to the provisions of Section 4.8.

Section 4.8 Extent of Lot Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following rights which are hereby reserved to Declarant or the Association, as indicated:

- a). The right and obligation of the Declarant to manage and maintain the Common Areas.
- b). The right of Declarant to limit the number of guest that may use the Common Areas.
- c). The right of Declarant to dedicate or transfer all or any part of the Common Elements to any public agency, or utility for such purposes and subject to such conditions as may be agreed by the Lot Owners and governing body of Cranberry Township or its designated officer or agency. No such dedication or

transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot Owners agreeing to such dedication or transfer has been recorded.

Section 4.9 Termination of Easement. The easements created by Sections 4.1, 4.2, and 4.4 hereof shall be terminated upon the conveyance by Declarant of all the Lots of the Plat embracing all of the Real Estate; provided that no easement granted by Section 4.2 shall terminate to the extent that such easement is in favor of an appropriate utility or service company, Cranberry Township or other governmental agency or authority.

ARTICLE 5

HOMEOWNER'S ASSOCIATION – MEMBERSHIP; POWERS; VOTING RIGHT; INSURANCE

Section 5.1 Membership. For the purpose of ownership and operation, maintenance, repair, replacement and management of the Common Area and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all Lot Owners, if any, each and every Lot Owner, in accepting a deed or contract for any Lot in the Real Estate, agrees to and shall be a member of the be subject to the obligations and duly enacted by-laws and rules and regulations of the Redmond Place Homeowners Association, a nonprofit corporation.

Section 5.2 Voting Rights. Each Lot Owner will be entitled to one (1) vote in the Association. There are no voting classes. The percentage value of the Lot Owner's vote in the association is the same as the Percentage Interest assigned to the Lot in Article 9.

Section 5.3 Maximum Votes. When the Plan is fully developed the maximum number of votes in the Association shall be 17.

Section 5.4 Succession. Upon the sale by Declarant of all of the Lots provided in the Plat embracing all of the Real Estate, the Association shall succeed to the 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 5.5 Powers of the Association. In addition to the powers set forth herein, the Association shall have the following additional powers:

- a). **Delegation of Authority.** To appoint committees of the Board of Directors (which need consist of only one (1) member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.
- b). **Contracting for Services.** To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the Common Area, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.
- c). **Stormwater Management Detention System.** To be responsible for and accept title to and the obligation for repair and maintenance of the Stormwater Management Detention System.

Section 5.6 Control. Declarant shall have the absolute unencumbered right to appoint and remove any and all members and officers of the Board of Directors, providing however, that:

- a). Not later than 60 days after conveyance of 12 Lots to Lot Owners other than Declarant, not less than 33 1/3% of the members of the Board of Directors shall be elected by Lot Owners other than Declarant.
- b). In any of the following circumstances Declarant control of the Association shall terminate and all members of the Board of Directors appointed by Declarant shall resign and the Lot Owners, including Declarant to the extent of Lots owned by Declarant, shall elect a new Board of Directors:
- i). Four (4) years after the date of recording of the deed conveying the first Lot to a grantee other than Declarant; or
 - ii). Sixty (60) days after conveyance of 14 Lots to Lot Owners other than Declarant; or
 - iii) Two years after Declarant has ceased to offer Lots for sale in its ordinary course of business.

Section 5.7 Termination. All rights of any nature reserved to Declarant in this Declaration, including easements, shall unless herein or in the Act otherwise specified to the contrary, continue from this date and shall continue unabated until the fourth (4th) anniversary of the date of recording of the first conveyances of a Lot in the Plan to a third party other than Declarant.

Section 5.8 Amendment. Declarant hereby reserves the right to amend this Declaration as provided by the Act.

Section 5.9 Insurance. The Association shall maintain property and general liability insurance as is required by the Act.

ARTICLE 6 USE RESTRICTIONS

Use and Occupancy of Lots and Buildings. The occupancy and use of the Lots and Buildings shall be subject to the following restrictions:

Section 6.1 Residential Use. None of the Lots shall be used for any purpose other than single-family residential use.

Section 6.2 Temporary Occupancy. No basement, garage or other structure other than the dwelling house for which the plans have been approved, shall be used as a residence, temporarily or permanently, nor shall any dwelling house in the process of construction, nor any basement or foundation, be used for residential purposes.

Section 6.3 Easements. All easements, restrictions, reservations and covenants as shown on the recorded Plan as above referenced are incorporated by reference and made a part hereof.

Section 6.4 Utilities. All Lots shall be subject to easement for public utilities as installed.

Section 6.5 Structure Size. The finished living area, exclusive of porches, basements, and garages, shall following the following guidelines:

a). Minimum Size for Single Family Residential Dwelling Each dwelling will have a minimum 2-car attached or integral garage. Residential dwelling shall be constructed with the following minimum square footage: (i) Single Story Homes - 2400 square feet; (ii). One and ½ Story - 2600 square feet; (iii). Two Story Homes - 2800 square feet.

b). Minimum Size for Duplex Dwellings Each unit of the duplex will have a minimum 2-car attached or integral garage. Each unit of the duplex shall be constructed with the following minimum square footage: (i). Single Story Duplex - 1500 square feet; (ii). One and ½ Story Duplex - 2000 square feet.

Section 6.6 Exterior Façade and Approval of Plans and Designs. All exterior facades shall be finished with brick or stone on Front and brick to grade on at least three (3) sides. All home, plans and designs shall be approved by Developer prior to construction, which will not be unreasonably withheld. At such time as the Developer no longer owns any lots in the Plan, any home plans or designs not yet approved by the developer shall be approved by the Board of Directors of the Association.

Section 6.7 Time for Commencement and Completion of Construction. All construction of single family residential constructions must be commenced no later than six (6) months after purchase of the lot and must be completed not later than one (1) year after commencement of construction, except that where a personal or entity purchases more than one (1) lot, such person or entity shall have an additional six (6) months to commence construction and a additional one (1) year to complete construction for each additional lot purchased.

Section 6.8 Driveways and Sidewalks. All lots shall have a concrete or hard surface which shall be installed not later than six (6) months after completion of the residential structure. All homeowners shall construct a continuous sidewalk across the front of their property in accordance with plans, specifications and designs provided by the Homeowner's association. In lieu of the construction of a sidewalk, the property owner may pay the estimated cost to the Homeowner's Association who will construct the sidewalks in a uniform manner.

Section 6.9 Accessory Buildings. No other outdoor structures are permitted.

Section 6.10 Fences and Walls. No fences or walls shall be constructed along the property line from a point even with rear wall of the house to the front property line. All fences and wall must be inside the property line and constructed of materials to be approved by the Board of Directors of the Homeowners Association.

Section 6.11 Swimming Pools. No above ground swimming pools are permitted. Any swimming pool constructed must be of in-ground design and must be directly behind the house.

Section 6.12 Antennas. No outside antennas of any type are permitted except a standard size satellite antenna dish.

Section 6.13 Signs. No exterior signs of any type are permitted except a "For Sale" sign for the real estate.

Section 6.14 Trucks, Campers and Boats. No trucks in excess of one (1) ton pickup trucks shall be parked on the premises at anytime. No campers or boats shall be stored outside the property at any time. No machinery or equipment other than those used for normal residential maintenance shall be parked or stored on the property at any time.

Section 6.15 Outdoor Laundry. No outdoor laundry work is permitted.

Section 6.16 Pets. Each household shall have no more than three (3) domestic pets. No livestock or poultry or animals other than a normal domestic pet are permitted.

Section 6.17 Waste Disposal. No one shall dispose of any waste, debris or junk on their property. No burning is permitted in Cranberry Township. All construction debris shall be removed from the property not later than ten (10) days after completion of the construction of the dwelling.

Section 6.18 Lighting and Mailboxes. Each property owner shall install a self illuminating lamp post and mailbox of a design to be approved by the Association.

Section 6.19 Underground Utilities. All utility connections to the dwelling shall be installed underground. No overhead lines or cables are permitted.

Section 6.20 Landscaping. All areas that are disturbed shall be landscaped, seeded or planted with a ground cover so as to blend in with the natural surroundings within six (6) months of the completion of construction.

Section 6.21 Roofs and Shingles. All dwellings shall have roofs with a minimum six/twelve (6/12) pitch and shall be finished with an architectural style shingle.

ARTICLE 7
COMMON AREAS + Private properties

Section 7.1 Common Areas. All Common Areas shall be limited in use to purposes authorized by the Declarant, the Association or its Board of Directors, subject to the provisions of this Declaration and to uses permitted by Cranberry Township. All trees in the Common Areas shall be protected perpetually and the logging or felling of healthy, live trees shall be prohibited. The Association shall be responsible for replacing any trees which die in the Common Areas.

Section 7.2 Maintenance. The Association shall be responsible for maintenance of the Common Areas in accordance with federal, state and municipal laws and regulations.

Section 7.3 Use. The Common Areas shall be perpetually preserved as open space and shall not be permitted to be utilized for residential or commercial purposes.

Section 7.4 Title to Common Areas. Subject to the provisions of Section 7.5 below, title to the Common Areas shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances not later than the sale and conveyance of the last Lot in the Plan to a Lot Owner. The Common Areas are presently owed by the Declarant and the obligation to convey the Common Areas to the Association is binding on the Declarant and any successor in title to the Common Areas regardless of whether such successor succeeds to any special declarant right as that term is defined in the Act. The conveyance to the Association does not require the Association to furnish any consideration. The conveyance shall be by special warranty deed. After the conveyance, the maintenance responsibility for the Common Areas shall belong to the Association.

Section 7.5 Completion of Improvements In Common Areas/Right to Dedicate Streets. All improvements shown on the Plan to or upon the Common Areas shall be completed as required by the subdivision regulations of Cranberry Township but in any event not later than the sale of the last Lot in the Plan to a Lot Owner. Until title to the Common Areas is conveyed to the Association in accordance with Section 7.4 above, the Declarant shall be solely responsible for real estate taxes, if any, assessed against or allocable to the improvement and the Common Area involved. Declarant shall have the complete and unfettered right to dedicate to Cranberry Township the streets to be constructed by Declarant in the Plan.

ARTICLE 8 SETBACKS AND BUILDING LINES

Section 8.1 Building Defined. For the purposes of this Section, "Building" shall mean the main residence, the garage, and related outbuildings and all projections thereof such as bay, bow, or oriel windows, exterior chimneys, covered porches, porticos, loggias, and the like, but shall not include the eaves of such structures, open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades, the sides of which do not extend more than Three (3') feet above the level of the ground floor of the main Building.

Section 8.2 Setback and Building Distances. No Building shall be erected nearer to any road, right-of-way, side lot line, or rear lot line that as indicated on the Plan. Where one and one-half, two, or more Lots are acquired as a single building site, the side Lot lines shall refer only to the Lot lines bordering the adjoining property.

ARTICLE 9 PERCENTAGE INTEREST; BUDGETS; COMMON EXPENSES; ASSESSMENT AND ENFORCEMENT

Section 9.1 Percentage Interests. Each Lot in the Plan is hereby assigned the same percentage interest as every other Lot in the Common Areas appurtenant to each Lot and in the liability for the Common Expense appurtenant to each Lot, regardless of the type or size of the Lot. The allocated percentage interest is determined by multiplying by 100 the decimal value achieved by dividing the number 1 by the number of Lots in the Plan. $0.250/10 (16)$ $5.88/10 (17)$

Section 9.2 Assessments. Declarant, for each Lot owned by it in the Plan, hereby covenants, and each subsequent Lot Owner of any Lot in the Plan by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay to the Association (i) annual assessments or charges, (ii) special assessments; and (iii) specific assessment, as provisions for each is hereinafter made, together with interest, costs and reasonable attorney's fees incurred for collection. Such assessments shall be the personal obligation of the Lot Owner and with interest, costs and fees, shall run with the title to the land and be a continuing lien against the Lot against which the assessment is made as of the date such assessment is imposed by the Association. The lien of an unsatisfied assessment with interest, costs and reasonable attorney's fees incurred for collection will continue upon the Lot until the assessment is paid in full notwithstanding conveyance of title to the Lot.

Section 9.3 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinate to the lien of a prior recorded mortgage on a Lot.

Section 9.4 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, the aesthetics of the Plan and for

Common Expenses and for other appropriate expenses, including the improvement, maintenance and protection of the Common Areas, and the labor, equipment, materials, management, supervision and professional and clerical assistance necessary to accomplish these purposes and the proper management of the Plan by the Association.

Section 9.5 Annual Assessments – Association Budget. Prior to each fiscal year, the Association shall estimate the total amounts necessary to pay the costs anticipated to accomplish the purposes of the assessments provide in Section 9.4 above together with a reasonable amount considered necessary by the Association as reserve for contingencies and replacements. The Association shall declare an annual assessment for each Lot based upon the allocable percentage for a Lot interest then in effect subject to the provisions of Section 9.1.

Section 9.6 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of structures located on or improvements to the Common Area, 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 Area (other than for purposes of repairing, replacing and restoring portions of the Common Area) requiring an expenditure in excess of Five Thousand (\$5,000.00) Dollars without the prior approval of the Lot Owners entitled to cast Two-Thirds (2/3) of the votes of all Lot Owners.

Section 9.7 Accounting. On or before the first (1st) day of June of each calendar year commencing 2009, the Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or quarterly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9.8 Special Assessments. In addition to the Annual Assessments, the Association may impose Special Assessments for the purpose of defraying, in whole or in part, the cost of any special non-recurring construction, repair or replacement of a capital improvement upon the Common Areas, provided that the imposition of any Special Assessment shall have the assent of two-thirds (2/3) of the votes of Members voting in person or by proxy, at a meeting duly called for this purpose. Declarant shall not be subject to special assessments upon Declarant or any Lots owned by it. The appropriate manner of financing and collecting a Special Assessment shall be included in the proposition for assessment submitted to the Members for consideration. Written notice of any meeting called for the purpose of proposing a Special Assessment shall be delivered or mailed to all Members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. $60\% \times 16 = 9.6$ $60\% \times 17 = 10.2$

Section 9.9 Special Assessment for Stormwater Management Detention System. In the event that the Association does not repair or maintain the Stormwater Management Detention System in accordance with Cranberry Township's specifications, in accordance with applicable state and local law within thirty (30) days after written notice to the Association from Cranberry Township, the Township shall have the authority

to make any necessary repairs or perform maintenance and to assess a pro rata share of the expense on each Lot Owner, which special assessment will be a lien on the property.

Section 9.10 Specific Assessments. To assist the Association in enforcing this Declaration, and any rules and regulations adopted by the Association pursuant to the authority contained in this Declaration, the Association shall have the right to impose specific assessments or fines upon any specific Lot or Lots, excluding those owned by Declarant, as a special fine or charge applicable only to such Lot or Lots. Specific Assessments or fines may not be imposed except where provisions for the same is expressly made in this Declaration or in any Rules or Regulations and, in such circumstance, only upon strict compliance with the notice and procedure requirements herein provided.

Section 9.11 Surplus. Any amounts accumulated from assessment for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Lot Owner paying a share of such Common Expenses in proportion to the share of such Common Expense paid by each such Lot Owner, said credits to be applied to the next annual assessment of common Expenses due from said Lot Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 9.12 Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges of annual or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this Declaration contained, accelerate all other annual and quarterly assessments to become due for the fiscal year in which such default occurs.

Section 9.13 Interest and Charges. All sums assessed by the Association against any Lot Owner as a regular or special assessment 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 default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (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.

Section 9.14 Implementation. The Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary, and to otherwise provide for the efficient fiscal operation and management of the Common Areas.

ARTICLE 10 LIMITED LIABILITY OF DIRECTORS OF ASSOCIATION

Section 10.1 Limited Liability of the Board of Directors. The Board of Directors and its members in their capacity as members, officers and employees:

- 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 Persons or property caused by the elements or by another Lot Owner or person on the Real Estate, unless in each such instance such injury or damage has been caused be the willful misconduct or gross negligence of the Association or the Board of Directors;

- b). Shall not be liable to the Lot Owners as a result of the performance of the members of the Board of Directors' duties for any mistake of judgment, negligence or otherwise, except for the members of the Board of Directors' own willful misconduct or gross negligence;
- c). Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instruments, or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the duties of the members of the Board of Directors;
- d). Shall not be liable to a Lot Owner, or such Lot Owner's tenants, employees, agents, customers, or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers, or guest in a Lot, or in or on the Islands, except for the members of the Board of Directors' own willful misconduct or gross negligence;
- e). Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the members of the Board of Directors' own willful misconduct or gross negligence in the performance of their duties; and
- f). Shall have no personal liability arising out of the use, misuse or condition of any Building or the Common Area, 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, except for the members of the Board of Directors' own willful misconduct or gross negligence.

Section 10.2 Notice of Complaints. Complaints brought against the Association, the Board of Directors, or the officers, employees or agents thereof in their respective capacities as such, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Lot Owners and such complaints shall be defended by the Association. The Lot Owners and the holders of mortgages on Lots shall have no right to participate in such defense other than through the Association.

ARTICLE 11 EFFECT AND ENFORCEMENT .

Section 11.1 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 Lot Owner, by accepting a deed to any Lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees to himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and servitudes jointly, separately, and severally.

Section 11.2 Remedies for Violations. For violation or a breach of any of these covenants, conditions, reservations, and restrictions by and person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a 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 Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations, and restrictions exists and summarily

abate or remove the same at the expense of the owner; and any such entry and abatement or removal shall not be deemed a trespass.

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

b). 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 Lot or Lots or portions of Lots, 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 otherwise.

c). No delay or omission on the part of the Declarant or the Lot Owners in the Real Estate 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 11.3 Severability. Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing 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 11.4 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 events 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 11.5 Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Township of Cranberry 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 Township or County Zoning Ordinance or Law.

ARTICLE 12 DURATION OF COVENANTS, RESTRICTION, RESERVATIONS AND SERVITUDES

Section 12.1 Duration. All of the foregoing covenants, conditions, reservations, and restrictions ("Covenants") shall continue and remain in full force and effect at all times as against the Owner of any Lot in such premises, regardless of how he acquired title, until the earlier of the following events: 1) 80% of the

then Lot Owners execute and record a written document terminating these Covenants, and Cranberry Township consents to said termination; or 2) one day prior to the day on which these Covenants would be null and void because of any violation of the Rule Against Perpetuities.

**ARTICLE 13
AMENDMENT OF DECLARATION**

Section 13.1 Amendment Generally. This Declaration may be amended only in accordance with the express provisions of this Declaration.

Section 13.2 Amendment By Lot Owners. This Declaration may be amended by affirmative vote of **Seventy-Five Percent (75%)** of all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in its By-Laws. $.75 \times 17 = 12.75$
 $.75 \times 16 = 12.00$

Section 13.3 Rights of Declarant. Notwithstanding any provision herein contained to the contrary, no charge, modification, or amendment which affects the rights, privileges, or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

Section 13.4 Savings Clause. In the event of a conflict between this Declaration and Act, the Act shall be controlling. To the extent that no such conflict exists, in any circumstance in which the By-Laws of the Association are more restrictive than the Act or this Declaration, the By-Laws shall control.

IN WITNESS WHEREOF, the said Weihaus Construction, Inc., a Pennsylvania corporation, has caused its name to be signed to these presents by its officers on the day and year written above.

Weihaus Construction, Inc.
A Pennsylvania Corporation

By: _____
Robert M. Weihaus, President