

SOUTHERN VALLEY COMMONS PLANNED COMMUNITY

PUBLIC OFFERING STATEMENT

NAME OF PLANNED COMMUNITY: SOUTHERN VALLEY COMMONS

ADDRESS OF PLANNED COMMUNITY: NORWEGIAN SPRUCE DRIVE,
CRANBERRY AND ADAMS TOWNSHIPS,
BUTLER COUNTY, PENNSYLVANIA

NAME OF DECLARANT: SOUTHERN VALLEY COMMONS, L.P.

ADDRESS OF DECLARANT: 3468 BROADHEAD ROAD
MONACA, PENNSYLVANIA 15061

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: MAY 1, 2004

THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY THE DECLARANT IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION PERTINENT TO CONSIDERATION OF A PURCHASE OF A UNIT IN THE SOUTHERN VALLEY COMMONS PLAN.

WITHIN 15 DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT, OR AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT, THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER, THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM A DECLARANT.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS THERETO TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE UNIFORM PLANNED COMMUNITY ACT (68 PA. C.S.A. §5101 ET SEQ.) IN AN AMOUNT EQUAL TO 5% OF THE SALES PRICE FOR SUCH UNIT, UP TO \$2,000.00, OR IN AN AMOUNT EQUAL TO THE ACTUAL DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER.

IF A PURCHASER RECEIVED THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, HE CANNOT CANCEL THE CONTRACT EXCEPT THAT PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN 15 DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

PUBLIC OFFERING STATEMENT
SOUTHERN VALLEY COMMONS PLANNED COMMUNITY

1. The name of the Planned Community is Southern Valley Commons Planned Community (hereinafter the "Planned Community") and its address is Norwegian Spruce Drive, Mars, Pennsylvania. The name of the Declarant is Southern Valley Commons, L.P., and its address is 3468 Brodhead Road, Monaca, Pennsylvania 15061.

2. Declarant will create, prior to conveyance of the first Unit, a flexible planned community located in Cranberry and Adams Townships, Butler County, Pennsylvania, by filing a Declaration of Planned Community in the Recorders Office of Butler County, Pennsylvania, which will contain Convertible Real Estate, to which Additional Real Estate may be added, and from which Withdrawable Real Estate may be withdrawn. Declarant may elect, at any time, to withdraw any or all portions of the Withdrawable Real Estate.

3. Declarant will submit Parcel "B" of the Southern Valley Subdivision Plan recorded in the Recorder of Deeds Office of Butler County in Plan Book Volume 249, Pages 36-37, consisting of 40.892 Acres to the provisions of the Pennsylvania Uniform Planned Community Act (the "Act").

4. The Declarant has subdivided the property into 37 Development Units in the Southern Valley Commons Plan of Lots which is to be recorded. Declarant will subdivide Lot No. ____ to create ____ units. Thereafter Declarant will subdivide each of the Lots 1 through 25 and 28 through 37 and Lot No. ____ to create ____ units and convert them to Units. There can be up to 170 Units created upon which townhouses may be built in Southern Valley Commons. The Declarant is not erecting any buildings.

5. Municipal approvals presently allow, and there may be ultimately constructed in Southern Valley Commons, a maximum of 170 Units with townhouses thereon consisting of ____ buildings of ____ units each, ____ buildings of ____ units each, ____ buildings of ____ units each, ____ buildings of ____ units each, and ____ buildings of ____ units each for a total of 170 townhouses. The Planned Community may ultimately contain less than 170 Units. Common Facilities in Southern Valley Commons consist of open space and storm water detention facilities.

6. Declarant reserves the right, but does not assume the obligation to construct improvements and facilities within the Planned Community which shall become Common Facilities except as shown on the approved development plan.

7. Declarant will complete and is required by the Act to complete improvements or facilities it is committed to build or elects to build by the later of the date of conveyance by the Declarant of the last Unit the Declarant has reserved the right to include in the Planned Community or the date of expiration of Declarant's rights under Section 5211 of the Act as reserved by Declarant.

8. Declarant at this time does not intend to market the Units as rentals or to investors although there is a possibility that an investor or investors may purchase Units.

9. A Unit is a parcel of land which has been designated as a Unit in the Declaration or in the Plats and Plans as amended and includes a Development Unit which may be subdivided into two or more Units, Common Elements, or a combination thereof. Units will be fully improved townhouse lots

10. Declarant has a written agreement with NVR, Inc., trading as Ryan Homes, terminable under certain conditions by either party, whereby NVR, Inc. has the exclusive right to buy the lots in Southern Valley Commons. NVR, Inc. plans to build townhouses on these lots and sell them to customers. Declarant intends to create additional Units as prior Units are completed. Completion of all 170 Units is expected by the end of 2008. However, such a schedule is merely an estimate and is subject to a number of variables not within Declarant's control, such as the pace of sales activity (which in turn depends in large part on the state of the economy, interest rates, availability of construction and permanent financing, etc.) and construction delays, any of which could accelerate or slow down the schedule. Declarant expects to have 170 in Southern Valley Commons.

11. Declarant has reserved an option under the Declaration until the seventh anniversary of the recording of the Declaration to withdraw any or all portions of the Withdrawable Real Estate and to convert portions of the Convertible Real Estate described in Exhibit "E" of the Declaration at any time or at different times without the consent of any Unit Owner. If real estate containing units is withdrawn, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn Real Estate. Declarant may also convert portions of the Convertible Real Estate to Units. The amount of Common Expense Liability of each remaining Unit may be increased or decreased depending upon whether property is converted or withdrawn.

12. The following is a brief narrative description of the significant features of the Declaration. Potential Unit owners are urged to read carefully the proposed Declaration attached as Exhibit "A". Declarant reserves the right to change said Declaration before filing.

(a) The Planned Community will be made up of Units (upon which dwellings may be erected), Controlled Facilities, and Common Facilities. Present municipal approvals provide for Units designed for townhouses.

(b) Controlled Facilities, i.e., those maintained, improved, repaired or replaced, regulated, managed, insured or controlled by the Southern Valley Commons Services Association (the "Association") consists of the following: All Units now or hereafter created and all improvements thereon including the exteriors of all dwellings now or hereafter erected thereon and anything attached to said exteriors (but excluding the interiors of the dwellings) and including as part of the Controlled Facilities, but not limited to, all brick, siding, paint, roofs, gutters, downspouts, windows, doors, screens, porches, patios, balconies, decks, shutters, chimneys, antennas, satellite disks, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways and structures; each Unit except the interior of a dwelling thereon shall be subject to control and regulation by the Association.

(c) The Association shall be responsible for the following in connection with the Controlled Facilities of a Unit:

(1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards

(2) Mulching of areas in front and side yards as mulched originally by the building of the townhouse

(3) Maintenance, repair and replacement of the exterior of any dwelling erected on a Unit and attachments to the exterior but only if the Unit Owner does not do so to a level similar to other like Units in the community.

(4) Such other obligations as may be imposed by the Declaration, the By-Laws, Rules and Regulations of the Association of the Act.

(d) The Planned Community will be operated by the Southern Valley Commons Services Association, a Pennsylvania non-profit corporation, which will have three (3) members on its Executive Board. All Unit Owners will be members and have one vote per Unit. The expenditures made by and financial liabilities of the Association and any allocations to reserves will be paid for equally by the Unit Owner as the Unit Owner's Common Expense Liability except as set forth in (3) "Special Allocations of Expenses" below.

1) After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association. The budgets of the Association shall segregate any Limited Common Expenses from General Common Expenses if and to the extent appropriate.

(2) Except for assessments under Subsection (3), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of General Common Expenses and in accordance with Subsection (c) in the case of special allocation of expenses. Any past due assessment or installment thereof shall bear interest at the rate of fifteen (15%) percent per year unless the Executive Board establishes a lower rate.

(3) Special Allocations of Expenses.

1) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred.

(2) Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

(3) The costs of insurance shall be assessed in proportion to risk, and the cost of any utilities that are separately metered to each Unit shall be assessed in proportion to usage.

(4) If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(e) The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner.

(f) The Executive Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Facilities and improvement thereon, but any such special assessment shall require the approval of 51% of the Association. Nothing herein shall limit the authority of the Executive Board to levy assessments for Common Expenses.

(g) The percentage of Common Expenses Liability shall be determined by dividing the existing number of Units into 100 and the quotient shall be the percentage paid by each Unit. Attached to the Declaration is Exhibit "D" which shows the number of votes and the percentage of Common Expenses Liability of existing Units. The percentage of Common Expense Liability for each of the first ____ Units is ____%. The costs for the duties performed in connection with Controlled Facilities by the Association as set forth in the Declaration shall be assessed as Common Expenses exclusively against the Units benefited thereby. Except to the extent otherwise provided by the Declaration, each Unit Owner is responsible for maintenance, repair and replacement of his Unit. If any damage to the Common Elements is caused by the willful or negligent act of a Unit Owner, or his family, guests, or invitees, the costs of repair or replacement shall be assessed against the Unit Owner.

(h) All Common Expense assessments shall be payable in equal monthly installments in advance on the first day of each month including Special Allocations. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

(i) Any member may delegate his right of enjoyment to any Common Facilities if created to the members of his family and his guests and tenants, subject to the Rules and Regulations of the Association.

(j) A Development Unit may be subdivided into two or more Units, A unit, Common Elements or a combination thereof. This will not change the maximum permitted number of Units.

(k) Declarant or any person designated by Declarant may maintain sales offices and models on Units and on the Common Facilities and post signs advertising Units in the Planned Community.

(l) Declarant has the right to designate any portions of the Planned Community as Common Facilities and to install other amenities in addition any specified.

(m) Declarant has reserved the following rights and combination of rights:

(i) To create Units, Common Facilities, Limited Common Facilities, Controlled Facilities and Limited Controlled Facilities within the Planned Community including, but not limited to, all Convertible Real Estate.

(ii) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.

(iii) To withdraw real estate from the Planned Community.

(n) Declarant has reserved the following Special Declarant rights

(i) To complete improvements indicated on plats and plans.

(ii) To convert convertible real estate.

(iii) Withdraw withdrawable real estate.

(iv) Convert a Unit into two or more units, common facilities or controlled facilities or into two or more units and common facilities or controlled facilities.

(v) Maintain offices, signs and models.

(vi) Use easements through the Common Facilities for the purpose of making improvements within the Planned Community or within any Convertible or Additional Real Estate.

(vii) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control.

(o) Declarant has reserved an option until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Common Elements, Limited Common Elements, or any combination thereof from time to time without the consent of any Unit Owner or holder of a mortgage on a Unit. Declarant expressly reserves the right to convert any or all portions of the Convertible 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 Convertible Real Estate shall not exceed the area described as such on Exhibit "D" of the Declaration. The maximum number of Units that may be created within the Convertible Real Estate is _____.

(p) Declarant has reserved an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time without the consent of any Unit Owner or holder of a mortgage on any Unit. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted; provided, however, that the Withdrawable Real Estate shall not exceed the areas described as such on Exhibit "C" of the Declaration.

(q) Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or completing

development, and construction or sales or leasing of Units or exercising special Declarant rights.

(r) The Units and Common Elements shall be 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 or Convertible Real Estate. 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 any dwelling.

(s) Declarant has reserved an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, welfare and appearance.

(t) Declarant has reserved an easement on, over and under the Common Elements not located in a building, for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible Real Estate.

(u) Developer has the right, as often as it deems necessary, to connect utility lines, pipes and cables, including, but not limited to, water, gas, sewer, electricity, telephone and cable television, from the other parts of the Planned Community, Convertible Real Estate or Withdrawable Real Estate whether or not converted or withdrawn in order to furnish utility services to such other parts. Declarant may assign its rights.

(v) Declarant has reserved the right to subject any portion of the Planned Community to easements or licenses in favor of any Withdrawable Real Estate withdrawn therefrom in connection with development of such lands or in favor of persons not owners of Units or occupants of a Unit in the Planned Community. Any such easements or licenses shall not increase the expenses of the Association.

(w) To the extent any Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists and to the extent any party wall encroaches upon an adjoining Unit, a valid easement exists.

(x) Declarant Control.

(i) Until the 60th day after conveyance of 43 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(ii) Not later than 60 days after conveyance of 43 Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

(iii) No later than 60 days after conveyance of 57 Units to Unit Owners other than Declarant, not less than one-third of the Executive Board shall be elected by Unit Owners other than Declarant.

(iv) Not later than the earlier of (i) seven years after the date of conveyance of a Unit to a person other than Declarant; (ii) 60 days after 128 Units have been conveyed to Unit Owners other than Declarant; (iii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business; (iv) two years after any development right to add new Units was last exercised, all members of the Executive Board appointed by Declarant and its present officers shall resign and the Board shall be elected by the Unit owners.

(v) Declarant may voluntarily surrender the right to appoint and remove officers and Members of the Executive board before termination of that period. In that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective

(y) Subject to certain limitations as set forth in the Declaration and Act, the Declaration, including the plats and plans, may be amended only by vote of at least 75% of the Association.

(z) Until December 31, 2025, the Planned Community may be terminated only by agreement of Unit Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Such terminations must also have the written consent of Declarant, so long as Declarant (or its designee pursuant to agreement with Declarant) is actively developing or building dwellings in the Planned Community, including Additional Real Estate.

(aa) The Executive Board shall establish reasonable rules and regulations concerning the Planned Community, the performance of its obligations under the Declaration and law, the regulation and use of Common Facilities and all improvements upon the Common Facilities, including the imposition of reasonable user fees (except for members, family residing in the Unit and tenants) and limits upon the number of permitted guests.

(bb) The Association, the Declarant or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations.

(cc) The Association is required to carry certain insurance under the Act. See below.

(dd) The Association is given all the powers under Section 5302 of the Act including, among others, the power to.

- (1) Adopt and amend by-laws and rules and regulations.
- (2) Adopt and amend annual budgets and collect assessments.

- (3) Hire and terminate managing agents
- (4) Make contracts and incur liabilities.
- (5) Regulate the use, maintenance, repair, replacement and modification of common elements.
- (6) Cause additional improvements to be made to the Common Facilities and, to the extent permitted in the Declarations, the Controlled Facilities.
- (7) Grant easements, licenses and concessions through or over the Common Facilities and to the extent permitted in the Declaration, the Controlled Facilities.
- (8) Impose and receive payments, fees or charges for use of the Common Elements, however, user fees to Unit Owners is prohibited.
- (9) Impose a capital improvement fee upon the resale or transfer of a Unit.

(ee) No member may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges by waiver of the use and enjoyment of the Common Elements, by abandonment of the Unit or by any conveyance or covenant severing the rights and benefits from the Unit.

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

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

(hh) In the event of a conflict between the Declaration and the By-laws, the Declaration shall prevail.

(ii) Every owner of a Unit shall be a member of the Association. Membership may not be separated from Ownership of a Unit.

13. The By-laws provided for the manner in which the Association functions and contains provisions governing the organization and operation of the Association, and includes sections dealing with meetings of Unit owners, the qualifications for members of the Executive Board (the governing body of the Association) and officers of the Association,

elections and removal of Executive Board members and Association officers, powers of the Executive Board and officers and meetings of the Executive Board. Attached as Exhibit B are the By-laws of the Association.

14. Attached as Exhibit "C" is the projected budget for one year ending December 31, 2005, prepared under the direction of the Declarant. The material assumption used in preparing such budget is that the number of Units in the Planned Community in each month will be as shown on line 1 of page 1 of the projected budget. No inflationary factor was used.

The budget contains an amount for reserves for repair and replacement only as shown therein. There is no provisions made in the budget for reserves for anticipated material capital expenditures or other reserves except as set forth above or in the budget. The budget shows the projected common expense assessment by category of expenditures for the Association. The budget shows the monthly Common Expense assessment for each Unit for General Common Expenses and any Special Allocations.

During the first year, to the extent not covered by the projected budget, Declarant will furnish the services required by the Association and pay for expenses of the Association. These will become a Common Expense of the Association when included in future budgets. Declarant anticipates that such expenses and services for the first year incurred by it will be zero.

15. Attached as Exhibit D is a description of liens or encumbrances in or affecting the title to the Planned Community.

16. Declarant will not offer or arrange for financing for purchasers although Ryan Homes may do so.

17. Warranty Against Structural Defects. Nothing herein shall be constructed to make the Declarant responsible for any items of maintenance relating to the Units or Common Elements except as set forth in the Declaration.

Section 5411 of the Planned Community Act imposes a statutory Warranty upon Declarant against structural defects as set forth therein.

Ryan Homes will give the same structural warranty as provided in Section 5411 of the Planned Community Act as to the dwelling only subject to the limitations therein.

18. There are no judgments against the Association and there are no lawsuits pending against the Planned Community of which the Declarant has any knowledge.

19. Any deposits made in connection with the purchase of a Unit shall be held in accordance with the provisions of Section 5408 of the Planned Community Act. Any deposit will be returned to the purchaser if he or she cancels an Agreement of Sale pursuant to Section 5406 of the Planned Community Act.

20. There are no restraints on alienation of any portion of the Planned Community.

21. The Association shall maintain insurance coverage for the Association as follows:

a) Property insurance on the Common Facilities insuring against all common risks of direct physical loss commonly insured against. This does not cover the Units, improvements and betterments installed by Unit Owners and the Controlled Facilities thereon and each Unit Owner must maintain separate property insurance for his Unit. The Association's property insurance shall be in an amount equal to 80% of the cash value of the property insured, exclusive of land, excavations, foundations and other items normally excluded from property policies. All proceeds of this policy will be payable to the Association.

(b) Comprehensive general liability insurance for the Association including medical payments insurance 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. Initial limits of liability shall be \$1,000,000 for death or bodily injury to one person and \$1,000,000 for property damage in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN COMPREHENSIVE GENERAL LIABILITY INSURANCE, MUST MAINTAIN UNIT OWNER'S PROPERTY INSURANCE AND SHOULD MAINTAIN PERSONAL PROPERTY INSURANCE INCLUDING COVERAGE FOR IMPROVEMENTS AND BETTERMENTS INSTALLED BY THE UNIT OWNER.

The Association may carry any other policies of insurance it deems appropriate.

22. Except for the Common Expense assessments and any other charges referred to above, Declarant does not expect to cause or have any other charges or fees imposed on the Unit Owners for the use of any Common Facilities except for private parties and similar events.

23. All structural components of development and major utility installations in development of Southern Valley Commons have been installed and constructed within the past 24 months and are in good condition. This Paragraph is not a warranty nor does it increase any warranty by Declarant. The useful life (based solely on manufacturer's representations and reasonable expectations) and estimated cost of replacing such items for each Unit (based on year 2004 costs) is as follows:

<u>ITEM DESCRIPTION</u>	<u>CONSTRUCTION COST</u>	<u>LIFE</u>
1. Storm water Detention Ponds (estimate)	10,600.00	20 years
2. Sidewalks (estimate)	23,400.00	20 years
3. Entrance Monument (estimate)	10,000.00	20 years
4. Street Lights (estimate)	12,000.00	15 years

All major utilities in the Planned Community are or will be public but this does not include any utilities customarily not accepted for permanent maintenance or parts customarily belonging to the home owner or certain drainage facilities.

24. The following is a list of all governmental approvals and permits required for the use and occupancy of Southern Valley Commons, and the name of each.

<u>Agency Granting Approval</u>	<u>Name of Permit/Approval</u>	<u>Date Issued</u>	<u>Expiration Date</u>
Butler County	Subdivision Approval		None
Adams Township Supervisors	Subdivision / Land Development		None
Adams Township Planning Commission	Subdivision / Land Development		None
Cranberry Township Supervisors	Subdivision / Land Development		None
Cranberry Township Planning Commission	Subdivision / Land Development		None

25. There are no outstanding and uncured notices of violations of governmental requirements.

26. To the best of Declarant's knowledge, there are no hazardous conditions, including contamination, affecting the Planned Community site by hazardous substances, hazardous waste or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.

The Declarant has obtained a Phase I environmental site investigation to determine the presence of hazardous conditions on or affecting the Planned Community. At present, there are no hazardous conditions on or affecting the Planned Community.

To the extent that any investigation has been undertaken by the Declarant, there is no finding or action recommended to be taken in the report or by any governmental body, agency or authority in order to correct any hazardous conditions or any action taken pursuant to those recommendations.

The addresses and telephone numbers of the governmental agencies regulating environmental matters on the Property are:

Department of Environmental
Protection
1012 Water Street
Meadville, PA 16335
(814) 724-8557

United States Environmental
Protection Agency
814 Chestnut Street
Philadelphia, PA 19107
(800) 438-2474

27. Declarant has explicitly retained and reserved the right to designate as Common Facilities (including Limited Common Facilities) any portions of the Planned Community or any

improvement or facility existing or contemplated and to install other amenities including but not limited to sidewalks and parking areas, landscaping and accessories to recreational facilities.

28. Common Facilities in Southern Valley Commons will be conveyed to the Association at various times by the Declarant or a successor to the interest of the Declarant in the portion by the later of the date of conveyance or lease by the Declarant of the last Unit the Declarant reserves the right to include in the Planned Community or the date of expiration of Declarant's rights under Section 5211 of the Act as reserved by Declarant.

29. The obligation of Declarant to convey the Common Facilities in Southern Valley Commons and any other improvement or facility intended to become a Common Facility established in the Convertible Real Estate shall be binding on Declarant and any successor in interest of the Declarant in the portion whether or not the successor succeeds to any special Declarant right.

30. Declarant presently owns all the land within which Common Facilities may be created and anticipates that it will be its Owner at the time of any conveyances to the Association, but does not assure that it will be the Owner at the time of any conveyance to the Association.

31. The procedure to be followed with regard to conveyance or lease of any portion of the Planned Community, improvement or facility which are created to the Association will be as follows:

(a) Declarant will send a duly executed special warranty deed or proposed lease to the Board. Title will be subject to matters shown in Exhibit "D" attached hereto except mortgage liens.

(b) If the documents are in order, the Board will accept the deed and cause the deed to be recorded.

(c) The parties will take such other action as is usual and customary for the transfer of real property in the Commonwealth of Pennsylvania.

(d) The portion of the Planned Community, improvement or facility conveyed or leased to the Association shall be for no consideration.

(e) Upon the conveyance of any portion of the Planned Community, improvement or facility to the Association, the expenses of the Association will increase and the total budget will increase as well as the Common Expense Liability of each Unit Owner.

(f) No conveyance of any portion of the Planned Community, improvement or facility to the Association shall occur until any contemplated improvement therein has been completed unless Declarant gives a guarantee of completion, for the benefit of the Association, and a statement of Declarant's guarantee shall not expire until completion of the portion of the Planned Community, improvement or facility.

32. (a) Declarant reserves the right, but does not assume the obligation to construct improvements and facilities within any land which shall become Common Facilities.

(b) Legal descriptions of the future Common Facilities land are shown on the Southern Valley Plan of Lots.

(c) Declarant will complete and is required by the Act to complete such improvements or facilities as it is committed to build or elects to build by the later of the date of conveyance by the Declarant of the last Unit the Declarant has reserved the right to include in the Planned Community or the date of the expiration of Declarant's rights under Section 5211 of the Act as reserved by Declarant.

(d) Until the facility or improvement is completed, Declarant shall be solely responsible for real estate taxes assessed against or allocable to the improvement or facility and for all other expenses in connection with the improvement or facility

(e) No third party guarantee, bond, escrow, letter of credit or other mechanisms shall be provided by Declarant, and only Declarant's own guarantee shall be provided to assure, for the benefit of the Association, completion of improvements or facilities.

33. Declarant has mortgage loans on the Planned Community property as set forth on Exhibit "D". Such loans are for the purpose of construction of the improvements to be made by Declarant.

34. The Association will be responsible for the maintenance, repair, improvement and regulation of any amenities. The Unit Owners will pay for such through Common Expense Assessments.

EXHIBITS

EXHIBIT A

Declaration of Planned Community of
Southern Valley Commons Planned Community

EXHIBIT B

By-Laws of
Southern Valley Commons Services Association

EXHIBIT C

Projected Budget

EXHIBIT D

Liens and Encumbrances

EXHIBIT E

Articles of Incorporation of
Southern Valley Commons Services Association



Instr: 200407120022712 07/12/2004
Pages: 50 F: \$110.50 10:50AM
Michele Mustello T20040023399
Butler County Recorder MLDONALD P

DECLARATION OF PLANNED COMMUNITY
OF
SOUTHERN VALLEY COMMONS PLANNED COMMUNITY

By

SOUTHERN VALLEY COMMONS, L.P.

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act
68 Pa. P.S.A. 5101 et. seq., as amended

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DECLARATION OF SOUTHERN VALLEY COMMONS PLANNED COMMUNITY

ARTICLE I

Submission; Defined Terms.

Section 1.1 Declarant; Property; County; Name. Southern Valley Commons, L.P. (the "Declarant") owner of the real estate described in Exhibit "A" attached hereto, located in Adams Township and Cranberry Township, Butler County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act"), and hereby creates with respect to the Property a flexible planned community to be known as "Southern Valley Commons Planned Community" (the "Planned Community") and the Property shall be held, sold, and conveyed and the Planned Community governed pursuant to and subject to the Declaration, the Act and the following easements, restrictions, covenants, and conditions as set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.2 Liens and Encumbrances. The Property referred to in Section 1.1 above is subject to the items set forth on Exhibit "B" and the Property is hereby submitted to the Act together with and subject to the same.

Section 1.3 Defined Terms.

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

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

a. "Association" or "Unit Owners' Association" means the Unit Owners' Association of the Planned Community and shall be known as the "Southern Valley Commons Services Association".

b. "Development Unit" means a Unit owned by Declarant which may be subdivided into residential subdivision plans and in which two or more Units, Common Elements or a combination of Units and Common Elements may be created.

c. "Executive Board" or "Board" means the Executive Board of the Association.

d. "Master Association" means the Adams Ridge Homeowners Association.

e. "Plats and Plans" means the Plats and Plans filed in the Recorder's Office as part of this Declaration and made a part hereof, as the same may be amended from time to time.

f. "Recorder" means the Office of the Recorder of Butler County, Pennsylvania.

g. "Property" means the Property described in Section 1.1 above less such portions of the Withdrawable Real Estate as shall have been withdrawn from the Planned Community.

h. "Unit" means any parcel of land designated in the Declaration or in the Plats and Plans as a Unit, including a Development Unit. Declarant reserves the right to and the boundaries of any Unit shall be automatically amended without further action by the Declarant executing and recording an Amendment to the Declaration or the Plats and Plans changing any Unit boundary line, providing Declarant is the owner of the Unit whose boundaries are changed and any other affected land, otherwise nothing herein shall be a limitation upon the rights of any owner under Section 5214 of the Act.

i. "Withdrawable Real Estate" means the real estate described in Exhibit "C" attached hereto that may be withdrawn from the flexible planned community.

ARTICLE II

Types or Classes of Units; Boundaries; Construction and Use Covenants;

Section 2.1 Types or Classes of Units.

(a) There shall be in addition to Development Units, those types or classes of Units designed for:

(1) Construction thereon or having erected thereon a single-family dwelling with one or two party walls with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a townhouse;

Section 2.2 Boundaries; Title Lines. The horizontal boundaries or title lines of each Unit (including a Development Unit) shall be the boundary lines of the Unit as shown on the Plats and Plans as such dimensions may be amended as provided in the Declaration. Within such dimensions as amended the vertical boundaries shall extend from the horizontal boundaries upward to the heavens and downward to the center of the earth at right angles to such horizontal boundaries, subject to limitations of law and to title matters. Each Unit shall include all improvements existing or subsequently installed thereon.

Section 2.3 Boundaries of Existing Units on Plats and Plans; Unit Identifying Number; Votes.

(a) The horizontal boundaries of each existing Unit are shown in the Plats and Plans filed in the Recorder's Office of Butler County. Attached as Exhibit "D" is a list of existing Units with identifying numbers and the votes in the Association of each Unit.

Section 2.4 Construction and Use Covenants.

(a) The improvement and use of any Unit shall be subject to the Construction and Use Covenants attached hereto as Exhibit "F".

ARTICLE III

Controlled Facilities; Obligations of Association;
Limited Common Elements.

Section 3.1 Controlled Facilities.

(a) The following shall be Controlled Facilities for the purposes of Section 3.2, 6.4 and other applicable Sections of the Declaration.

(1) All Units now or hereafter created and all improvements thereon and the exteriors of all dwellings now or hereafter erected thereon and anything attached to said exteriors (but excluding the interiors of the dwellings) and including as part of the Controlled Facilities, but not limited to, all brick, siding, paint, roofs, gutters, downspouts, windows, doors, screens, porches, patios, balconies, decks, shutters, chimneys, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways and structures; each Unit except the interior of a dwelling thereon shall be subject to control and regulation by the Association.

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

(a) The Association shall be responsible for the following in connection with the Controlled Facilities of a Unit:

(1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards.

(2) Mulching of areas in front and side yards as mulched originally by the builder of the townhouse.

(3) Maintenance, repair and replacement of the exterior of any dwelling erected on a Unit and attachments to the exterior but only as provided in Section 6.4.

Section 3.3 Other Obligations of Association.

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

ARTICLE IV

Assessments and Lien For Assessments.

Section 4.1 Assessment for Common Expenses.

(a) General Rule. Until the Association makes a Common Expense assessment, the Declarant shall pay all the expenses of the Planned Community. After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association. The budgets of the Association shall segregate any Limited Common Expenses from General Common Expenses if and to the extent appropriate.

(b) Allocation and Interest. Except for assessments under Subsection (c), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of General Common Expenses and in accordance with Subsection (c) in the case of special allocation of expenses. Any past due assessment or installment thereof shall bear interest at the rate of fifteen (15%) percent per year unless the Executive Board establishes a lower rate.

(c) Special Allocations of Expenses.

(1) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred.

(2) Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

(3) The costs of insurance shall be assessed in proportion to risk, and the cost of any utilities that are not separately metered to each Unit shall be assessed in proportion to usage.

(4) If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(d) Reallocation. If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

Section 4.2 Lien for Assessments.

(a) General Rule. The Association has a lien pursuant to Section 5315 of the Act on a Unit for any assessment levied against that Unit or fines imposed against its Unit

owner from the time the assessment or fine becomes due. Fees,

charges, late charges, fines and interest charged under Section 5302(a)(10), (11) and (12) of the Act (relating to power of Unit Owners Association) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Unit Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved. Nothing in this Section shall be construed to prohibit actions or suits to recover sums for which Subsection (a) of Section 5315 of the Act creates a lien or to prohibit an association from taking a deed in lieu of foreclosure.

(c) Costs and Attorney Fees. A judgment or decree in any action or suit brought under Section 5315 of the Act shall include costs and reasonable attorney fees for the prevailing party.

(d) Statement of Unpaid Assessments. The Association shall furnish to a Unit Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit and any credits of surplus in favor of his Unit or under Section 5313 (relating to surplus funds). The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 4.3 Capital Improvements. The Executive Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Facilities and improvements thereon, but any such special assessment shall require the approval of 51% of the Association. Nothing herein shall limit the authority of the Executive Board to levy assessments for Common Expenses.

ARTICLE V

Allocation of Votes; Common Expense Liabilities; Maximum Number of Units.

Section 5.1 Votes and Common Expense Liabilities. Each Unit shall have one Vote in the Association. Each Unit shall pay an equal percentage (determined by dividing the existing number of Units into 100 and the quotient shall be the percentage paid by each Unit) of the Common Expenses of the Association subject to special allocations which shall be made by the Association and payable by Unit Owners pursuant to Section 5314(c) of the Act and Section 4.1(c) hereof. Attached is Exhibit "D" which shows the percentage of Common Expenses Liability of existing Units.

Section 5.2 Lien and Personal Liability for Common Expense Liability. The adoption of the budget, or any amended budget by the Executive Board, or any adoption or approval of any Capital Assessment or Special Unit Assessment or other charge or fine permitted by the Declaration, By-Laws, Rules and Regulations or the Act, with an allocation of the percentage or

amount due by a Unit or class of Units, shall be an assessment levied for such amount against such Units and a lien against the Unit(s) in accordance with Section 5315 of the Act and Section 4.2 from the time the assessment or fine becomes due which the Unit owner covenants and agrees to pay.

Section 5.3 Reallocation of Percentages. Section 5.1 states the formula to be used to reallocate the percentages of the allocated shares of Common Expenses of the Association and the percentage of votes in the Association among all Units included in the Planned Community after the conversion of Convertible Real Estate or the withdrawal of Withdrawable Real Estate.

Section 5.4 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community by any means permitted by the Declaration or Act (excluding Development Units) is 170.

ARTICLE VI

Assessments For Controlled Facilities; Special Allocations.

Section 6.1 Special Allocation. The costs for the duties performed in connection with Controlled Facilities by the Association as set forth in Article III and elsewhere in the Declaration shall be assessed as Common Expenses exclusively against the Units benefitted thereby as special allocations pursuant to Section 5314(c) of the Act and this Declaration.

Section 6.2 General Rule. Except to the extent otherwise provided by the Declaration, each Unit Owner is responsible for maintenance, repair and replacement of his Unit. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees access through the Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair of the damage.

Section 6.3 Willful Damage. If any damage to the Common Elements is caused by the willful or negligent act of a Unit Owner, or his family, guests, or invitees, the costs of repair or replacement shall be assessed against the Unit Owner.

Section 6.4 Special Unit Assessments. Notwithstanding any other provisions hereof, if any Owner of a Unit fails to maintain the exterior of his dwelling or anything attached thereto or any other part of his Unit (including his yard except for matters for which the Association has responsibility) to a level equal to other similar Units in the Planned Community, the Executive Board, after reasonable notice and hearing, at which the Owner may be heard, shall have the right through the Association's agents and contractors and subcontractors to perform such maintenance, replacement and repair upon such Unit as is appropriate to bring the Unit up to such standard. The Board shall levy an assessment against the Owner and his Unit to reimburse the Association for such expenses incurred and bring suit against the Owner for collection, costs, expenses and attorneys fees. Any such assessment shall be due and payable on such date as the Board determines and gives reasonable notice thereof to the Owner. Any such Owner does hereby give a right of entry to the Association's agents, contractors and subcontractors to enter upon and into his Unit (including the dwelling) for the purpose of

inspection and performance of the work upon reasonable notice.

Section 6.5 Driveway to Unit. Any driveway situate upon a Unit which provides access to the garage of another Unit presently existing or hereafter created, may be used by that other Unit for ingress and egress to the Unit garage, and Declarant for itself, its successors and assigns hereby gives and grants to each such Unit Owner, his heirs and assigns, whose access to his garage is over such a driveway situate upon another Unit, a perpetual non-exclusive easement thereover for ingress and egress, pedestrian and vehicular, and by guests, invitees, and all others entering with permission of that Unit Owner to his garage in common with all other Unit Owners to whom access is provided to their garages over said driveway.

ARTICLE VII

Membership in Association.

Section 7.1 Membership. Every Owner of a Unit shall be a member of the Association. Membership may not be separated from ownership of a Unit.

Section 7.2 Master Association. Every Owner of a Unit shall also be a member of the Master Association and is subject to the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Adams Ridge dated June 25, 2002, and recorded June 27, 2002, at Instrument No. 200206270022003.

ARTICLE VIII

Monthly Payments, Subordination, Assignment.

Section 8.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month including Special Allocations. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 8.2 Subordination of Certain Charges. To the extent not inconsistent with Section 4.2, any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act and which the Executive Board is hereby authorized to levy unless otherwise prohibited by the Declaration, shall be subordinate to the lien of a Mortgage on a Unit.

Section 8.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

ARTICLE IX

Enjoyment of Unit.

Section 9.1 Enjoyment of Unit by Owner. The Owner of a Unit shall have the exclusive right to the enjoyment of the Unit and all improvements thereon, notwithstanding that a portion of the Unit may contain Controlled Facilities and subject to any rights of others as set forth in the Declaration and the rights and obligations of the Association as set forth in the Declaration and the Act. No Owner shall in any way interfere with, obstruct or impede the use of any Access Driveway or lateral or other driveway into the dwelling of another Owner.

ARTICLE X

Utility Service Connections.

Section 10.1 (a) Utility Service Connections. The rights and duties of the Owners of Units within the Planned Community with respect to utility service connections, including sanitary and storm sewer, water, electric, gas and telephone lines and related facilities, shall be governed by the following:

(a) Wherever utility service connections, or any portion thereof, lie in or upon a Unit owned by another Unit Owner or upon the Common Facilities, the Owner of any Unit served by the connections shall have the right and license from time to time to enter upon the other Unit or the Common Facilities in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

(b) In the event of a dispute between Unit Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost hereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Executive Board which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE XI

Conversion of Development Units; Maximum Units.

Section 11.1 Development Units.

(a) A Development Unit may be subdivided into two or more units, Limited Common Elements, Limited Controlled Facilities or a combination of Units, Limited Common Elements and Limited Controlled Facilities. The Declarant may convert a Development Unit by preparing, executing and recording an amendment to the Declaration, including the plats and plans, subdividing or converting that Development Unit.

(b) Execution and Contents of Amendment. The amendment to the Declaration must be executed by the Declarant, must assign an identifying number to each Unit created and must reallocate the allocated votes in the Association and Common Expense Liability in accordance with Section 5.1.

Section 11.2 Maximum Units. The maximum number of units that may be created by the subdivision or conversion of Development Units owned by the Declarant pursuant to Section 5215 of the Act is 170.

ARTICLE XII

Declarant Offices, Models and Signs.

Section 12.01

(a) Signs. Declarant or persons designated by Declarant may maintain signs in the Declarant's Units and on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.

(b) Units. Declarant or persons designated by Declarant shall have the right to locate, relocate and maintain offices and models used in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community on the Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of Units for such purpose.

ARTICLE XIII

Development Rights.

Section 13.1 Reservations. Declarant reserves the following rights and combination of rights:

(a) To create Units, Common Facilities, Limited Common Facilities, Controlled Facilities and Limited Controlled Facilities within the Planned Community.

(b) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.

(c) To withdraw real estate from the Planned Community.

ARTICLE XIV

Special Declarant Rights.

Section 14.1 Reservation. Declarant reserves the following Special Declarant rights to:

(a) complete improvements indicated on plats and plans under Section 5210 of the Act.

(b) withdraw Withdrawable Real Estate under Section 5212 of the Act.

(c) convert a Development Unit into two or more Units, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.

(d) maintain offices, signs and models under Section 5217 of the Act.

(e) use temporary easements through the Common Elements for the purpose of making improvements within the Planned Community or within any Additional Real Estate under Section 5218 of the Act.

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

ARTICLE XV

Withdrawable Real Estate.

Section 15.1 Reservations to Withdraw Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "C" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If real estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn real estate. Each remaining Unit shall have one vote in the Association and each remaining Unit shall have equal Common Expense Liability with all other remaining Units for General Common Expenses (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability shall be determined by dividing the number of remaining Units into 100 and the quotient will be the percentage of Common Expense Liability of each Unit for General Common Expenses. In the event that Declarant withdraws any portion of the Withdrawable Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community.

ARTICLE XVI

Easements to Facilitate Completion, Conversion and Expansion.

Section 16.1. Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or

completing development, and construction or sales or leasing of Units or exercising special Declarant rights. In addition, without affecting the rights, if any, of each Unit Owner with respect to the use and enjoyment of the Common Elements, subject to the provisions of the Declaration, each Unit Owner and its agents, contractors and invitees shall have a non-exclusive access easement through the Common Elements as may be reasonably necessary for the purpose of construction, repair and renovation of the Owner's Unit.

Section 16.2 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 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 drainage 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 and to dedicate same for permanent maintenance. Notwithstanding the foregoing provisions of this Section, 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 any dwelling.

Section 16.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Dwelling for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, welfare and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

Section 16.4 Utility Connections. Developer shall have the right, as often as it deems necessary, to connect utility lines, pipes and cables, including, but not limited to, water, gas, sewer, electricity, telephone and cable television, from the other parts of the Planned Community or Withdrawable Real Estate whether or not added or withdrawn in order to furnish utility services to such other parts.

ARTICLE XVII Easements and Licenses.

Section 17.1 Reservation. Declarant explicitly reserves and retains the right to subject any portion of the Planned Community to easements or licenses in favor of any Withdrawable Real Estate withdrawn therefrom in connection with development of such lands or in favor of persons not owners of Units or occupants of a Unit in the Planned Community. Any such easements or licenses shall not increase the expenses of the Association.

ARTICLE XVIII

Easement for Encroachments.

Section 18.1 Units or Common Element Encroachments. To the extent not inconsistent with the Act, to the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit Owner of liability in case of the Unit Owner's willful misconduct nor relieve a Declarant or any contractor, subcontractor or materialman or any other person of liability for failure to adhere to the plats and plans.

ARTICLE XIX

Easement As To Encroachments of Dwelling.

Section 19.1 Dwellings.

(a) To the extent that any common or party wall between dwellings encroaches upon an adjoining Unit, the encroaching Unit shall have a valid perpetual easement, to the extent of such encroachment, which shall inure to the benefit of such encroaching Owner, his heirs and assigns.

(b) If it becomes necessary or desirable to repair or rebuild the whole or any portion of said common or party wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining Unit Owner and if re-erected shall be built on the same spot on the same line and be of the same size and the same or similar material and of like quality. However, if the party wall is damaged by the act or omission of one Owner, that Owner shall be solely responsible for the entire repair and cost thereof.

(c) An Owner who, by his negligent or willful acts cause a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(d) This Article shall be perpetual, be a covenant running with the land, no part of the fee of the soil upon which the wall or other encroachment stands or is located shall pass.

(e) This Article shall not diminish any rights of an encroaching party under the laws of the Commonwealth of Pennsylvania with regard to party walls.

ARTICLE XX

Declarant's Appointment of Executive Board Members.

Section 20.1 Control.

(a) Until the 60th day after conveyance of 43 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and

members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 60 days after conveyance of 43 Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) No later than 60 days after conveyance of 57 Units to Unit Owners other than Declarant, not less than one-third of the Executive Board shall be elected by Unit Owners other than Declarant.

(d) Not later than the earlier of (i) seven years after the date of conveyance of a Unit to a person other than Declarant, or (ii) 60 days after 128 Units have been conveyed to Unit Owners other than Declarant, (iii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business; (iv) two years after any development right to add new Units was last exercised, all members of the Executive Board appointed by Declarant and its present officers shall resign and the Board shall be elected by the Unit owners.

(e) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive board before termination of that period. In that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

ARTICLE XXI

Amendment of Declaration

Section 21.1 (a) Number of Votes Required.

(1) The Declaration, including the plats and plans, may be amended only by vote of at least 67% of the Association.

(2) Paragraph (1) is limited by Subsection (d).

(3) Paragraph (1) shall not apply to any of the following Sections of the Act:

(i) Amendments executed by a Declarant under:

(A) Section 5210(e) or (f) (relating to plats and plans);

(B) Section 5211(a) (relating to conversion and expansion of flexible planned communities); or

(C) Section 5212(a) (relating to withdrawal of withdrawable real estate).

(ii) Amendments executed by the Association under:

- (A) Subsection (f);
 - (B) Section 5107 (relating to eminent domain);
 - (C) Section 5207(d) (relating to leasehold planned communities);
 - (D) Section 5209 (relating to limited common elements);
- or
- (E) Section 5215 (relating to subdivision or conversion of units).

(iii) Amendments executed by certain Unit Owners under the following Sections of the Act:

- (A) Section 5209(b);
- (B) Section 5214(a) (relating to relocation of boundaries between units);
- (C) Section 5215; or
- (D) Section 5220(b) (relating to termination of planned community).

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

(c) Recording Amendment. Every amendment to the Declaration shall be recorded in Butler County. An amendment is effective only upon recording.

(d) When Unanimous Consent or Declarant Joinder Required. Except to the extent expressly permitted or required by other provisions of the Act, without unanimous consent of all Unit Owners affected, no amendment may create or increase special Declarant rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities or increase the number of Units or change the boundaries of any Unit, the Common Expense Liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted. In addition, no Declaration provisions pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.

(e) Officer Authorized to Execute Amendment. Amendments to the Declaration required by this subpart to be recorded by the Association shall be prepared, executed, recorded and certified by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

(f) Technical Corrections. Except as otherwise provided in the Declaration, if

any amendment to the Declaration is necessary in the judgment of the Executive Board or Declarant to do any of the following:

(1) Cure an ambiguity;

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

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation; the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection.

(g) Declarant is hereby also authorized to make the technical corrections set forth in (e) above and to execute and record such.

Section 21.2 Rights of Secured Lenders. Any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE XXII

Termination of Planned Community.

Section 22.1 Requirements. Until December 31, 2025, the Planned Community may be terminated only by agreement of Unit Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of Declarant, so long as Declarant (or its designee pursuant to agreement with Declarant) has rights under Section 5211 of the Act.

ARTICLE XXIII

Rules and Regulations.

Section 23.1 Adoption; Fines. The Executive Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations under the Declaration and law. The Executive Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Unit Owners, their families, guests, invitees and agents, unless cancelled or modified by vote of at least 67% of the Association and the consent of the Declarant so long as he has rights to create additional Units. The Executive Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations.

ARTICLE XXIV

Limitation of Liability.

Section 24.1 Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 24.2 Good Faith Reliance. An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 24.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes

pursuant to local, state, or federal law.

Section 24.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, and any officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board or officer, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 24.5 Directors and Officers Liability Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

ARTICLE XXV

Violations.

Section 25.1 Enforcement. The Association, the Declarant or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association (including reasonable attorneys' fees) shall be chargeable to the Unit Owner violating such provision, and shall constitute a lien on the Unit. Before an individual Unit Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Executive Board and the Association given a reasonable opportunity to take appropriate action.

ARTICLE XXVI

Other Provisions.

Section 26.1 Insurance. The Association shall maintain such insurance as is required by Section 5312 of the Act. The Association may carry any other insurance it deems appropriate.

Section 26.2 Severability. Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect. In the event the Act creating planned communities is declared invalid, a common law community services association shall exist.

Section 26.3 Waiver of Use. No member may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges hereof, by abandonment of his Unit or by any conveyance or covenant severing the rights and benefits from the Unit. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Owner at the time of the assessment levy not subject to set-off or counterclaim.

Section 26.4 Person and Gender. As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

Section 26.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 26.6 Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Executive Board, which determination shall be binding except that this Section shall not apply to Declarant.

Section 26.7 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said Southern Valley Commons, L.P. has executed these presents on this 8TH day of JULY, 2004.

SOUTHERN VALLEY COMMONS, L.P., a Pennsylvania limited partnership,

ATTEST:

By: C. J. BETTERS CORPORATION,
It's sole general partner

Robert A. McClellan
Asst. Secretary

By: [Signature]
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Beaver

:
: SS.
:

On this 9 day of July, 2004, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared C. J. Betters, who being duly sworn according to law deposes and says that he is the President of C. J. BETTERS CORPORATION, the sole general partner of SOUTHERN VALLEY COMMONS, L.P., and that 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 seal.

Donna L. Essey
Notary Public
My Commission Expires:



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

Michelle M. Mowbray
Michelle M. Mowbray - Recorder of Deeds

NOTARIAL SEAL
DONNA L. ESSEY, NOTARY PUBLIC
ALIQUPPA BOROUGH, COUNTY OF BEAVER
MY COMMISSION EXPIRES OCTOBER 7, 2006

LIST OF EXHIBITS

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SUBMITTED REAL ESTATE

EXHIBIT B

LIENS AND ENCUMBRANCES

EXHIBIT C

CONVERTIBLE / WITHDRAWABLE REAL ESTATE

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SCHEDULE OF UNIT IDENTIFYING NUMBERS, VOTES, AND
PERCENTAGE OF COMMON EXPENSE LIABILITY
OF EXISTING UNITS

EXHIBIT E

PLATS AND PLANS

EXHIBIT F

CONSTRUCTION & USE COVENANTS

EXHIBIT A

SUBMITTED REAL ESTATE

ALL that certain parcel of ground situate partly in the Township of Adams and partly in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, being a portion of the parcel of ground, as recorded in the Butler County Recorder of Deeds Office in Plan Book Volume 2308, Pages 238-259, and being more fully bounded and described as follows:

BEGINNING at a point on the line of land dividing the herein described parcel and Parcel "C-6" in the Adams Ridge Plan of Lots Village VI as recorded in the Butler County Recorder of Deeds Office in Plan Book Volume 176, Page 20, said point being the northwest corner of said Parcel "C-6", thence along said westerly line of Parcel "C-6"; South $09^{\circ} 01' 55''$ West 840.35 feet to a point on the westerly line of land now or formerly of M. Masa. Thence along said line South $08^{\circ} 56' 52''$ West 1146.21 feet to a point on the northerly line of land now or formerly of Adams Ridge, Inc. Thence along said line North $83^{\circ} 40' 20''$ West 1155.00 feet to a point on the easterly line of land now or formerly of Seven Fields Development Corp. Thence along said line North $00^{\circ} 20' 23''$ East 1551.09 feet to a point on the line of land now or formerly of Canterbury Village, Inc. Thence along said line the following two courses and distances; North $62^{\circ} 18' 43''$ East 784.44 feet to a point; thence South $83^{\circ} 52' 07''$ East 761.90 feet to a point, being the place of beginning.

CONTAINING 55.76 acres, more or less.

EXCEPTING AND RESERVING therefrom a parcel of ground conveyed from Southern Valley Commons, L.P. to Bayard Crossings Corporation by Deed dated April 30, 2002 and recorded at Instrument No. 200206100019799.

EXHIBIT B

LIENS AND ENCUMBRANCES

1. Mortgage from Southern Valley Commons, L.P. to Sky Bank, dated October 29, 2001, and recorded October 31, 2001, in the Recorder's Office of Butler County, Pennsylvania at Instrument No. 200110310031046 in the amount of \$2,900,000.00 and re-recorded December 11, 2003 at Instrument No. 200312110054716 to correct an incorrect legal description.

2. The following oil and gas leases:
 - a) To I. V. Hoag, Jr. dated October 20, 1886, and recorded in Deed Book Volume 82, Page 258.
 - b) To H. P. Boyd dated December 20, 1889, and recorded in Deed Book Volume 108, Page 405.
 - c) To J. D. Marshal dated June 9, 1892, and recorded in Deed Book Volume 131, Page 294.
 - d) To J. D. Marshall dated June 9, 1892, and recorded in Deed Book Volume 131, Page 297.
 - e) To J. N. Bolard dated June 9, 1892, and recorded in Deed Book Volume 131, Page 302.
 - f) To Forest Oil Company dated November 22, 1893, and recorded in Deed Book Volume 141, Page 76.
 - g) To J. D. Marshall dated September 28, 1894, and recorded in Deed Book Volume 141, Page 324.
 - h) To United National Gas Company dated April 28, 1894, and recorded in Deed Book Volume 148, Page 54.
 - i) To Coronet Oil and Gas Company dated October 8, 1894, and recorded in Deed Book Volume 147, Page 236.
 - j) To W. L. Kelly dated June 12, 1901, and recorded in Deed Book Volume 193, Page 460.
 - k) To W. J. Burke dated March 14, 1920, and recorded in Deed Book Volume 368, Page 362.
 - l) To A. J. Degenther dated September 23, 1930, and recorded in Deed Book Volume 464, Page 210.

3. The following rights of way and easements:
 - a) To New York State Natural Gas Corporation dated September 1, 1950, and recorded in Deed Book Volume 597, Page 399.
 - b) To Bell Telephone Company of Pennsylvania dated February 19, 1930, and recorded in Deed Book Volume 461, Page 346.

- c) To Bell Telephone Company of Pennsylvania dated October 31, 1929, and recorded in Deed Book Volume 461, Page 343.
 - d) To New York State Natural Gas Corporation dated November 30, 1950, recorded in Deed Book Volume 606, Page 186.
 - e) To Pennsylvania Power Company dated February 25, 1975, recorded in Deed Book Volume 1002, page 755.
 - f) To CNG Transmission Corporation dated July 20, 1988, and recorded in Deed Book Volume 1431, Page 41.
 - g) Sewer right of way easement agreement from DiCesare Engler Development Corporation and Seven Fields Development Corporation, Inc. dated May 2, 1991, and recorded in Deed Book Volume 1780, Page 303.
 - h) To Breakneck Creek Regional Authority dated July 3, 1991, and recorded in Deed Book Volume 2135, Page 222.
 - i) To North Pittsburgh Telephone Company dated July 5, 1993, and recorded in Deed Book Volume 2340, Page 382.
 - j) To Pennsylvania Power Company dated August 3, 1993, and recorded in Deed Book Volume 2352, Page 258.
 - k) To North Pittsburgh Telephone Company dated August 5, 1993, and recorded in Deed Book Volume 2356, Page 876.
 - l) To Peoples Natural Gas Company dated September 14, 1993, and recorded in Deed Book Volume 2372, page 1019.
 - m) To Pennsylvania Power Company dated July 5, 1994, and recorded in Deed Book Volume 2456, Page 612.
 - n) To Pennsylvania Power Company dated December 8, 1994, and recorded in Deed Book Volume 2497, Page 519.
 - o) To Pennsylvania Power Company dated April 6, 1995, and recorded in Deed Book Volume 2516, Page 878.
 - p) To Pennsylvania Power Company dated February 26, 1996, and recorded in Deed Book Volume 2604, Page 247.
 - q) To Pennsylvania Power Company dated April 18, 1996, and recorded in Deed Book Volume 2629, page 12.
 - r) To Pennsylvania Power Company dated June 18, 1996, recorded in Deed Book Volume 2643, page 380.
4. Access covenant between the Department of Transportation and Adams Ridge, Inc. dated May 3, 1994, and recorded in Deed Book Volume 2433, Page 417.
5. Highway Occupancy Permit granted to Adams Ridge, Inc. dated May 3, 1994, and recorded in Deed Book Volume 2433, Page 419.
6. Supplemental Highway Permit granted to Adams Ridge, Inc. dated May 3, 1994, and recorded in Deed Book Volume 2433, page 421.

EXHIBIT C

CONVERTIBLE / WITHDRAWABLE REAL ESTATE

ALL those certain parcels of ground situate in the Townships of Adams and Cranberry, County of Butler and Commonwealth of Pennsylvania, being known as Lots Numbered 1 to 27 and 29 to 37 inclusive in the Southern Valley Commons Planned Community as recorded in the Recorder's Office of Butler County, Pennsylvania, in Plan Book Volume 274, pages 18-22.

EXHIBIT D

<u>Unit Identifying Number</u>	<u>Number of Votes</u>	<u>Percentage of Common Expense Liability Allocated*</u>
_____	(all Units have one vote)	_____ %
_____		_____ %
_____		_____ %
_____		_____ %

*Except for assessments under Subsection (c) of Section 5314 of the Act and 4.1(c) of the Declaration, all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of general common expenses and in accordance with Section 5314(c) of the Act and 4.1(c) of the Declaration in the case of Special Allocation of Expenses.

EXHIBIT E

PLATS AND PLANS

EXHIBIT F

CONSTRUCTION & USE COVENANTS

SOUTHERN VALLEY COMMONS CONSTRUCTION AND USE COVENANTS

I. CONSTRUCTION COVENANTS

Plan review shall be in accordance with the Original Declaration for the Adams Ridge Plan, Article VI, Sections 1 and 2. Any review of the plans by Southern Valley Commons, L.P. ("Developer") is solely for the purpose of determining compliance with the Covenants and Developer assumes no responsibility for determining if the plans comply with any applicable building codes or to determine if the proposed building is structurally sound.

1.2 Minimum Size. Houses, exclusive of porches, garages and basements, shall meet the following minimum requirements:

- a. Single family attached dwellings shall have a minimum of 1,300 finished square feet.

1.3 All dwellings must be constructed at the building line as shown on the recorded Plan.

1.4 Exterior Finishes. All dwellings constructed on any lot in the Plan shall be finished with suitable exterior building materials such as vinyl or aluminum siding and masonry must include a minimum of brick, decorative block or stamped poured concrete to grade.

1.5 Roof. All houses shall be constructed with a roof having a minimum 20-year life (as evidenced by a written warranty).

1.6 Commencement and Completion. Construction shall begin within one (1) month after closing and the exterior of the house shall be completed within four (4) months, weather permitting, from the date construction is begun on the house.

1.7 Driveways. All driveways and turning aprons weather permitting must be paved within three (3) months after occupancy of the house. The driveways and turning aprons must be paved with concrete or asphalt.

1.8 Exterior Accessories. Each Owner must install the approved exterior post lamp and house numbers. Developer will select the approved locations and models.

1.9 Storm Water. Storm water run off must be handled in accordance with the applicable standards of the municipality and the Department of Environmental Resources and the Developer's storm water management plan.

1.10 Erosion & Sedimentation Control. During construction of each home in the Plan there must be placed individual on-lot sediment controls (for example, silt fences or

seeding) to prevent mud and other sediment from leaving the Lot or entering a stream. All controls must be in accordance with Township and DEP regulations and are subject to review by the Butler County Conservation District. All Builders must be a co-permittee on all Developer's Erosion and Sedimentation Control permits.

1.11 Retaining Walls. All retaining walls must be constructed of approved materials such as new railroad ties, brick, stone or a combination thereof. Any other retaining walls other than the above listed must be approved by the Developer or the Architectural Review Committee.

1.12 Streets and Curbs. Owners and builders must take reasonable precautions to protect the streets and curbs from damage by construction vehicles, construction equipment, moving trucks, etc. If there is damage to the street or curb which requires repair or replacement by Developer, the cost will be assessed against the Owner or Owners whose Lot or Lots abut the damaged areas, which charge may be enforced by an action at law by Developer. In the event of a dispute over which Owner is responsible, Developer shall have the option of filing an action in the Court of Common Pleas of Butler County, Pennsylvania or submitting the dispute to the American Arbitration Association. The Developer shall have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no Obligation on the Developer to do such grading (unless required to by a governmental authority).

1.13 Drainage Easements. No structure, planting or other material shall be placed or permitted to remain in any easement, swale or storm water channel which may change the direction of flow of the water, or which may obstruct or retard the flow nor shall any such channels or easements be regraded. The Developer shall have the right to enter the easement area of each Lot to correct any problems, in which event the cost will be assessed against the Owner.

1.14 Landscaping. All lots must be final graded and landscaped by the earlier of three (3) months after occupancy or twelve (12) months from the date construction is begun (unless this time period would end in winter, in which case it shall be completed by June 30). Builders shall attempt to preserve as many trees on the site as possible and shall not remove any trees having a diameter greater than 4" and measured 2 feet above ground level without Developer's written consent unless the trees are in areas which conflict with construction. All lots must have a minimum of four (4") inches of top soil and be entirely seeded in the front, side and rear yards, and any disturbed areas. Owner and Builder will comply with Developer's approved Landscape Plan. Owner or Builder must plant the minimum required plantings in accordance with the Adams Township or Cranberry Township Zoning Ordinance as applicable.

1.15 Refuse. Builders shall use their best efforts to prevent lumber, materials, bulk materials, refuse or trash from being kept, stored, or allowed to accumulate on any lot except building materials during the course of construction of an approved house. Trash, garbage or other waste shall be kept in containers or enclosures. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All construction debris must be removed by the Builder prior to occupancy of the house.

1.16 Encroachment. Each Lot within the Property is hereby declared to have an easement over adjacent Lots for the purpose of ingress, egress and regress to and from the Unit erected on said Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage of rain water from roofs or any other cause. This easement shall last as long as the Unit is under construction. However, in the event of total destruction of the Unit and the Unit is not rebuilt, this encroachment shall terminate.

1.17 Inspection During Construction. Developer shall have the right to inspect all homes during construction to insure compliance with these covenants.

1.18 Soil Relocation. No soil may be removed from the plan without the written consent of Developer. Developer may direct Builders to transfer the soil to areas of the Plan where fill is needed. Developer shall have the right to maintain a topsoil stockpile and an equipment area, either or both of which may be relocated from time to time, until completion of sales of all Lots in the Plan.

1.19 Sidewalks and Walkways. **Sidewalks** - All houses shall have brushed (finish) concrete sidewalks along all street frontage installed according to approved development and sidewalk plans and the approved land development plan. **Walkways** - All houses shall have a brushed concrete walkway from the front door, porch or stoop to the driveway. The minimum width of the walkway shall be 36 inches.

1.20 Garages. All garages must be integral or attached to the house and must accommodate at least one car.

1.21 Uncompleted Homes. No occupancy of an uncompleted Dwelling or any part thereof, including any basement or foundation, shall be permitted, and no basement, garage or structure other than the Dwelling shall be used as a residence or for residential purposes.

1.22 Mailboxes. The design of all mailboxes and newspaper receptacles must be approved by Developer.

1.23 Sight Lines. No fence, wall, hedge, shrubs or other obstruction of any kind shall be placed on a Lot adjacent to any intersection in the Properties which would obscure the sight lines in any direction at the intersection at the elevations between 2 and 6 feet above the roadway.

1.24 Parking. During the construction of Dwelling, Builder and all Subcontractors must park in the area designated by Developer for this purpose. Developer will also designate a parking area for all construction trailers.

1.25 Decks and Patios. Any deck or patio shall be constructed in accordance with the specifications and construction details established by the Developer and upon completion of all units as established by the Homeowners Association.

II. USE RESTRICTIONS

Section 1. Use Restrictions. Item II, Section 1, a.-u. may be modified by unanimous consent of the Homeowner's Association subject to Developer's approval. The Property is intended to be used for the following purposes, and its use is hereby restricted as follows:

(a) Unit Restrictions. No Lot may be divided or subdivided, nor may any portion of any Lot be added to or incorporated into another Lot, nor any portion less than all thereof sold or otherwise transferred. Notwithstanding anything contained herein, the Developer or Developer's Assignee has the right to use any Lots owned by it for models and for sales offices and administrative offices.

(b) Use of Common Property. The Common Property may be used by all Owners and/or residents, their families, tenants, guests and invitees, subject to such rules and regulations as may be established by the Association.

(c) Unit Maintenance. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own Lot and Unit and also for all exterior maintenance required in and about their Unit, including snow removal, care of yards and gardens and repair and painting of the Unit, except to the extent that any such maintenance responsibility is assigned by the Association by the Declaration. If any maintenance which affects the health, safety or security of other residents is not performed within twenty (20) days after the Association has given the Unit Owner written notice requiring such maintenance, the Association may, in its discretion, perform such maintenance and charge the Unit Owner for any expense involved, which charge may be enforced as provided in Article IV hereof as assessment against said Unit.

(d) Prohibited Use. No articles of personal property belonging to any Owner shall be stored on any portion of the Common Property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Property which violates the law.

(e) Exterior Attachments. No awning, canopy, shutter, radio, television antenna or satellite dish larger than 30 inches in diameter shall be affixed to or placed upon the exterior walls or roofs. No antenna or satellite dish larger than thirty (30) inches shall be permitted on any Lot. Any such attachments may not be installed until written approval is given by the Association and shall be installed in strict compliance with any Rules and Regulations of the Association.

(g) Signs:

(1) No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign of not more than one square foot identifying the residence of a

professional. The Developer or Developer's Assignee shall have the right to erect entrance signs, directional and traffic signs as it deems appropriate.

(2) The Developer or Developer's Assignee shall have the right to erect signs to advertise all of its property, the sale of Units, and any other signs which the Developer deems necessary for construction and sales of Lots or Units on any part of the property owned by Developer.

(3) During the period of construction and sales, any Contractor and Lender approved by the Developer may maintain a sign on any Lot upon which that Contractor is constructing a Dwelling which sign, however, may not be more than twenty (20) square feet in size.

(4) After completion of the Dwelling a sign of not more than ten (10) square feet advertising the Unit for sale or rent may be placed on the Lot.

(5) An easement for ingress, egress and regress is hereby granted to Developer and to the Association for the purpose of maintaining and replacing any signs, walls or fences which the Developer has constructed on individual Lots which are part of the community signs program (i.e. directional signs, entry signs, etc.). This right shall include the right to plant trees and shrubs and otherwise landscape the area around any such fence or sign. Owner shall not be responsible for maintenance of the landscaping or sign, this being the sole duty of the Association.

(h) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulation by the Association. Garbage containers must be kept out of public view except on collection days.

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

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

(k) Laundry Lines. Laundry poles and lines outside of Units are prohibited.

(l) Temporary Structures. No structure of a temporary character, dog house, fenced dog run, animal pen, trailer, shack, garage, barn or other out-building shall be used on any Lot (except by the Developer or Builder in completing the Development).

(m) Pets. No animals, livestock, fowl or poultry of any kind shall be raised bred or kept in any Unit, on any Lot or on the Common Property, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association and applicable laws and ordinances. All household pets must be kept leashed when outside the Unit.

(n) Balconies and Porches. No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies. Balconies and patios shall be kept free and clear of rubbish, debris and other unsightly materials.

(o) Residential Use. All Lots and Units (except those used by Developer for models or offices) may be used only for residential purposes permitted by the applicable zoning ordinance governing residential use.

(p) Easements for Pipes. Etc. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as are shown on the recorded plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Developer, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Developer shall also have the right at the time of grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(q) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Property of any truck, tractor, mobile home, boat or other transportation device of any kind, unless approved by the Board in the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Common Property visible from the road except for normal maintenance or emergency repairs. Vehicles may not be parked overnight on the streets. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.

(r) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any portion of the Common Property.

(s) Landscaping. All landscaping maintenance shall be performed by the Association. No trees shall be removed from any Lot or Common Property without the written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems appropriate.

(t) Garages. Garages may not be converted to living space but may only be used for storage of vehicles or personal property.

(u) Swimming Pools. No swimming pools (or the like) may be installed on any of the Lots.

III. GENERAL PROVISIONS

2.0 Enforcement. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, and the Lot Owners, 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 Developer 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 property where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, any such entry and abatement or removal shall not be deemed a trespass. The cost of enforcement, including reasonable attorneys fees, shall be assessed by the Court against the lot owner violating the covenants any may be collected in the same manner as assessments.

2.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision.

2.2 Amendment. This Declaration may be amended in accordance with the Original Declaration, subject to the following conditions:

- (a) Any rights reserved or granted to Developer under this Declaration may not be amended, revoked or modified in any way by the Association without the express written consent of the Developer so long as Developer owns any Lot on the Property. Such consent must be included in any recorded amendment to be effective; and
- (b) Developer, its successors and/or assigns, reserves the right, without the consent of the Association or any Owners, to amend and re-record the Declaration Plan for any reason, including, but not limited to, the addition of phases to the development, the correction of errors or the making of any changes required by any governmental body or agency or mortgagee. After sale of all property in or adjacent to the Development by the Developer, this right shall pass to the Association.
- (c) The Developer reserves the right to alter, modify and change the within covenants, from time to time, so long as the alterations, modification and change

does not materially, adversely or detrimentally affect the harmony of the Plan. All purchasers of any Lot in this Plan for themselves, their heirs, successors and assigns covenant and agree to such future alteration, modification, and change and irrevocably appoints Adams Ridge II, L.P. as their attorney-in-fact to execute, acknowledge and deliver any necessary documents to effectuate such alteration, modification and change.

- (d) Amendments shall be effective upon recording in the office of Recorder of Deeds of Butler County and shall be executed by the Developer or the president and secretary of the Association.

2.3 Term and Perpetuities. These covenants shall bind the land for twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Subject to the provisions of Section 2.2 above, they may be terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of all Owners. If any of the provisions of this Declaration violate the rule against perpetuities, such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of George W. Bush, President of the United States, subject to prior amendment or termination as set forth hereinabove.

2.4 Adams Ridge Homeowner Association Covenants. Developer has recorded in the Office of Recorder of Deeds of Butler County, Pennsylvania, the Adams Ridge Declaration of Covenants, Conditions and Restrictions at Deed Book Volume 2369, Page 651, the provisions of which are incorporated herein by reference, together with any amendments thereto.

2.5 Additional Phases. The Developer may, at any time and from time to time, and solely at Developer's discretion, submit additional land adjacent to the land described in Exhibit "A" to the provisions of this Declaration (as Lots or Common Property) and cause them to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided without the consent of the Owners by recording a Supplementary Declaration or similar instrument subjecting such land to the provisions of this Declaration. Buildings and improvements may be altered to meet marketing requirements or changes in construction technology.

2.6 Definitions. The definitions contained in the Adams Ridge Homeowners Association Covenants are incorporated herein by reference.

2.7 Conflict With Governmental Requirements. In the event of a conflict between the provisions of these covenants and any governmental regulations, the more stringent standards shall apply.

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

WITNESS:

SOUTHERN VALLEY COMMONS, L.P., a
Pennsylvania limited partnership

By: RIDGE DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: s.s.
COUNTY OF _____ :

On the ____ day of _____, 2004, before me, a notary public, the undersigned officer, personally appeared _____, the _____ of RIDGE DEVELOPMENT CORPORATION, the sole general partner of Southern Valley Commons, L.P.; who being duly sworn according to law acknowledged that he is authorized to execute the foregoing instrument on behalf of the Corporation; and that he executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

AFFIDAVIT FILED

Instr: 201111160028298 11/16/2011
Pages: 23 F: \$100.00 9:16AM
Michele Mustello T20110039240
Butler County Recorder MEPBRANDT

DRAINAGE EASEMENT

This Drainage Easement, made this 8th day of October, 2011, between BRADLEY and ELAINE STEVENSON, KENNETH KIRSCHNER, JR., JAMIE DEMAO, JAKA JANAKA and RINA HUTAGAOL, JACLYN PIERRE and HANS STUKAT GREN, KIMBERLY and PETER MARTINI, DOROTHY BRUCE, ERIN KNECHTEL., and RUSSELL ROSENBERGER, (the "Grantors"), and SOUTHERN VALLEY COMMONS SERVICES ASSOCIATION, INC., (the "Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners of certain real estate situate in the Township of Adams and the Township of Cranberry, Butler County, Pennsylvania, which is being developed into a plan of residential lots known as Southern Valley Commons Services Association, Inc., which is recorded in Plan Book Volume 278, Page 22; and

WHEREAS, Grantors are the respective owners of parcels 25A, 25B, 25C, 25D, 25E, 26A, 26B, 26C, and 26D, as defined on the recorded Plan; and

WHEREAS, Grantors wish to convey a private easement to the Association intended to be used for a ten (10') foot wide private drainage system.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, and intending to be legally bound, it is agreed as follows:

FIRST: Grantors do bargain and sell unto Grantee, its successors and assigns, an easement as described in Exhibit "A" attached hereto and incorporated herein. The

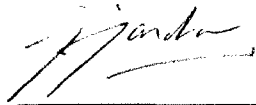
easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:



Signature(s)



Signature(s)

JAKA JANAKA + RINA HU TAGAOL

Print Name(s)

Unit No.: 25D

Signature(s)

Print Name(s)


Unit No.: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 26th day of JANUARY, 2011 before me, a Notary Public, the undersigned officer, personally appeared the following individuals: ~~BRADLEY and ELAINE STEVENSON, KENNETH KIRSCHNER, JR., JAMIE DEMAO, JAKA JANAKA and RINA HUTAGAOL, OM and PRAMILA BHATNAGAR, KIMBERLY and PETER MARTINI, DOROTHY BRUCE, ERIN RENNER, ARTHUR and LAURA FROMM, ROBERT and MELISSA BURNFIELD, ANTHONY and SHARON TROSAN, and JEFFREY SPADAFORE,~~ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rinaldo A. Acri, Notary Public
West View Boro, Allegheny County
My Commission Expires Aug. 11, 2013
Member, Pennsylvania Association of Notaries

mail to: Brandt Milnes & Rea
1109 Grant Bldg
310 Grant Street
Pittsburgh PA 15219

easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:

Dorothy Bruce
Signature(s)

130 SOUTHERN VALLEY CT

Dorothy BRUCE
Print Name(s)

Unit No.: 26B

Signature(s)

Print Name(s)

Unit No.: _____

FORM OF INDIVIDUAL ACKNOWLEDGMENT

Commonwealth of Pennsylvania

County of Butler

On this, the 18 day of February, 2011, before me
Christine A. Kaelin, the undersigned officer, personally
appeared Dorothy Bruce

_____, known to me (or satisfactorily proven) to be the person whose
name _____ subscribed to the within instrument, and acknowledged
that S he _____ executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Christine A. Kaelin, Notary Public
Cranberry Twp., Butler County
My Commission Expires May 27, 2012
Member, Pennsylvania Association of Notaries

Christine A. Kaelin
Notary Public

easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:

Erin Knechtel
Signature(s)

n/a

Erin Knechtel
Print Name(s)

Unit No.: 26C

Signature(s)

Print Name(s)

Unit No.: _____

easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:

Jamie DeMoo
Signature(s)

Jamie DeMoo
Print Name(s)

Unit No.: 138

Signature(s)

Print Name(s)

Unit No.: _____


easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:


Signature(s)

KENNETH H. KIRSCHNER JR
Print Name(s)

Unit No.: 25-B

Signature(s)

Print Name(s)

Unit No.: _____

easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.


SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:


Signature(s) _____


Print Name(s) Unit No.: 126 Southern Valley Ct

Signature(s)

Print Name(s) Unit No.: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)
Butler

On this, the 10 day of September, 2011 before me, a Notary Public, the undersigned officer, personally appeared the following individuals: Russell Rosenberger known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Christine L. Young
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine L. Young, Notary Public
Cranberry Twp., Butler County
My Commission Expires May 27, 2012
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 7th day of January, ^{2011 ACF/ERS/BAS}~~2010~~ before me, a

Notary Public, the undersigned officer, personally appeared the following individuals:

~~BRADLEY and ELAINE STEVENSON, KENNETH KIRSCHNER, JR., JAMIE DEMAO,~~ ^{ACF/ERS/BAS}
~~NATHANIEL NEHNEVATSA, OM and PRAMILA BHATNAGAR, KIMBERLY and PETER~~ ^{ACF/ERS/BAS}
~~MARTINI, DOROTHY BRUCE, ERIN RENNER, ARTHUR and LAURA FROMM, ROBERT and~~ ^{ACF/ERS/BAS}
~~MELISSA BURNFIELD, ANTHONY and SHARON TROSAN, and JEFFREY SPADAFORE,~~ ^{ACF/ERS/BAS}

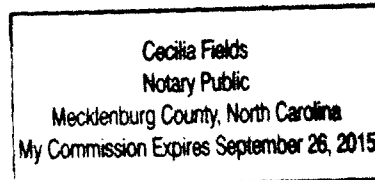
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Elaine Stevenson
Elaine Stevenson

Cecilia Fields
Notary Public

Bradley Stevenson
BRADLEY STEVENSON



easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:



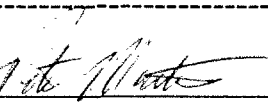
Signature(s)

OM P. BHATNAGAR
PRAMILA BHATNAGAR

Print Name(s)

यिम् २५ ए १३४

Unit No.: 25 E (134 SOUTHERN VALLEY)



Signature(s)

PETER MARTINI

Print Name(s)

Unit No.: 26A (132 SOUTHERN VALLEY)

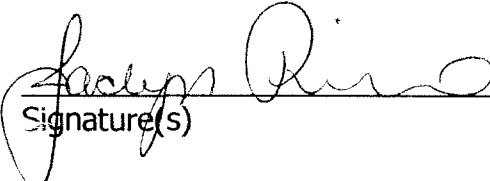
easement being given is pictorially described in Exhibit "B" attached hereto and incorporated herein.

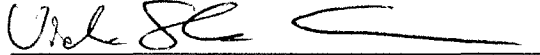
SECOND: No permanent structure shall be erected or maintained over any part of this easement.

THIRD: Grantee, its successors and assigns, shall have the perpetual right to enter onto the easement area to construct and/or repair and replace any necessary apparatus of the drainage system provided that the property will be restored to its former condition, as much as possible, when construction, repair or replacement is completed.

WITNESS the hand and seal of the Grantors named herein the day and year first written above.

GRANTORS:


Signature(s)



Jaclyn Pierre & Victor Stukat Gren
Print Name(s)

Unit No.: 134 Southern Valley Court

Signature(s)

Print Name(s)

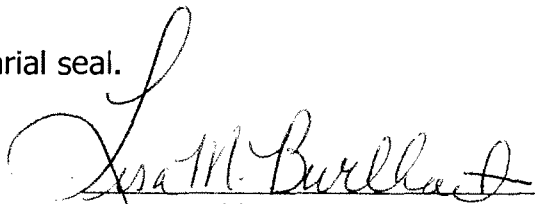
Unit No.: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 13th day of January, 2011 before me, a Notary Public, the undersigned officer, personally appeared the following individuals: ~~BRADLEY and ELAINE STEVENSON, KENNETH KIRSCHNER, JR., JAMIE DEMAIO, JAKA JANAKA and RINA HUTAGAOL, OM and PRAMILA BHATNAGAR, KIMBERLY and PETER MARTINI, DOROTHY BRUCE, ERIN RENNER, ARTHUR and LAURA FROMM, ROBERT and MELISSA BURNFIELD, ANTHONY and SHARON TROSAN, and JEFFREY SPADAFORÉ,~~ known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.



Notary Public


COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhardt, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 10, 2012
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~ALLEGHENY~~)
 BUTLER

On this, the 8th day of October, 2011 before me, a Notary Public, the undersigned officer, personally appeared the following individuals: Hans Victor Stukat Green & Taelyn P. & Pierce known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

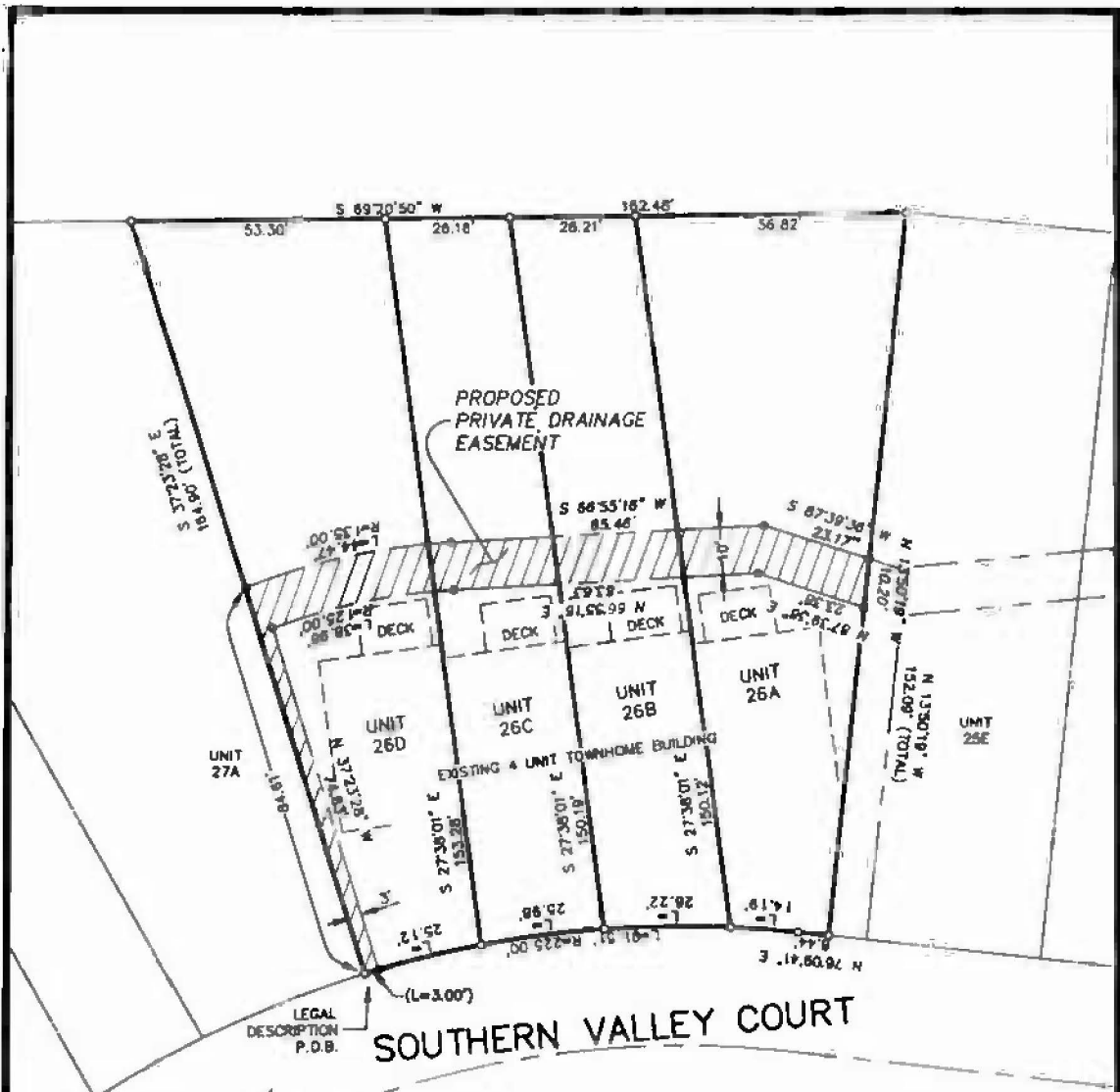

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy Defalle, Notary Public
Cranberry Twp., Butler County
My Commission Expires July 16, 2014

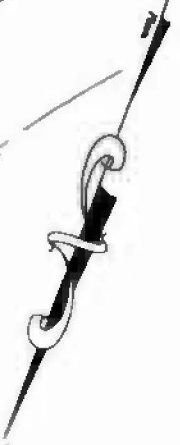


I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania


Michele M. Mustello - Recorder of Deeds



SOUTHERN VALLEY COURT



PARCEL	OWNER	TAX PARCEL	DEED/INSTRUMENT NO.
26A	KIMBERY & PETER MARTIN	010-512-826A	200510060028638
26B	DOROTHY BRUCE	010-512-826B	200806290018892
26C	ERIN RENNER	010-512-826C	200510210030487
26D	ARTHUR & LAURA FROMM	010-512-826D	200509270027626

NOTE: THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, CONVEYANCES, BUILDING SETBACKS AND PRIOR PLANS OF RECORD.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

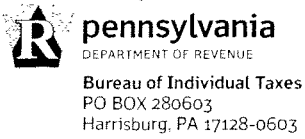


PROPOSED DRAINAGE EASEMENT FOR THE BENEFIT OF:
THE SOUTHERN VALLEY COMMONS HOMEOWNERS ASSOCIATION
 AFFECTING UNITS 26A, 26B, 26C & 26D OF THE
 SOUTHERN VALLEY COMMONS
 BUILDING 26 RESUBDIVISION
 RECORDED IN PLAN BOOK 284, PAGE 7
 ADAMS TOWNSHIP
 BUTLER COUNTY, PENNSYLVANIA



JAMES A. SPERDUTE, P.E.
 188 OBER LANE
 HARRISBURG, PA 17107
 717-463-4392
 717-463-8887 FAX
 james@sperdute.com

DRAWING SCALE: 1"=30' DRAWING NUMBER: 1001-10100000	DATE: NOVEMBER 26, 2010 DRAWN BY: JAS CHECK BY: JAS	REVISIONS 06/17/2011
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REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	Inst#
Page Number	20111160028298
Date Recorded	11-16-11

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Lisa M. Burkhart			Telephone Number:	(412) 255-6500
Mailing Address	City	State	ZIP Code		
1109 Grant Building	Pittsburgh	Pa	15219		

B. TRANSFER DATA

Grantor(s)/Lessor(s)
See Attached List of Grantors.

Mailing Address
See Attached.

City	State	ZIP Code
See Attached.		

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)
Southern Valley Commons Services Association, Inc.

Mailing Address
c/o 290 Perry Highway

City	State	ZIP Code
Pittsburgh	PA	15229

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
See Attached.	Cranberry Township	
County	School District	Tax Parcel Number
Butler	Mars SENECA VALLEY	See Attached.

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value N/A	5. Common Level Ratio Factor X 5.24	6. Fair Market Value = N/A

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100	1c. Percentage of Grantor's Interest Conveyed 100
---	--	--

Check Appropriate Box Below for Exemption Claimed.

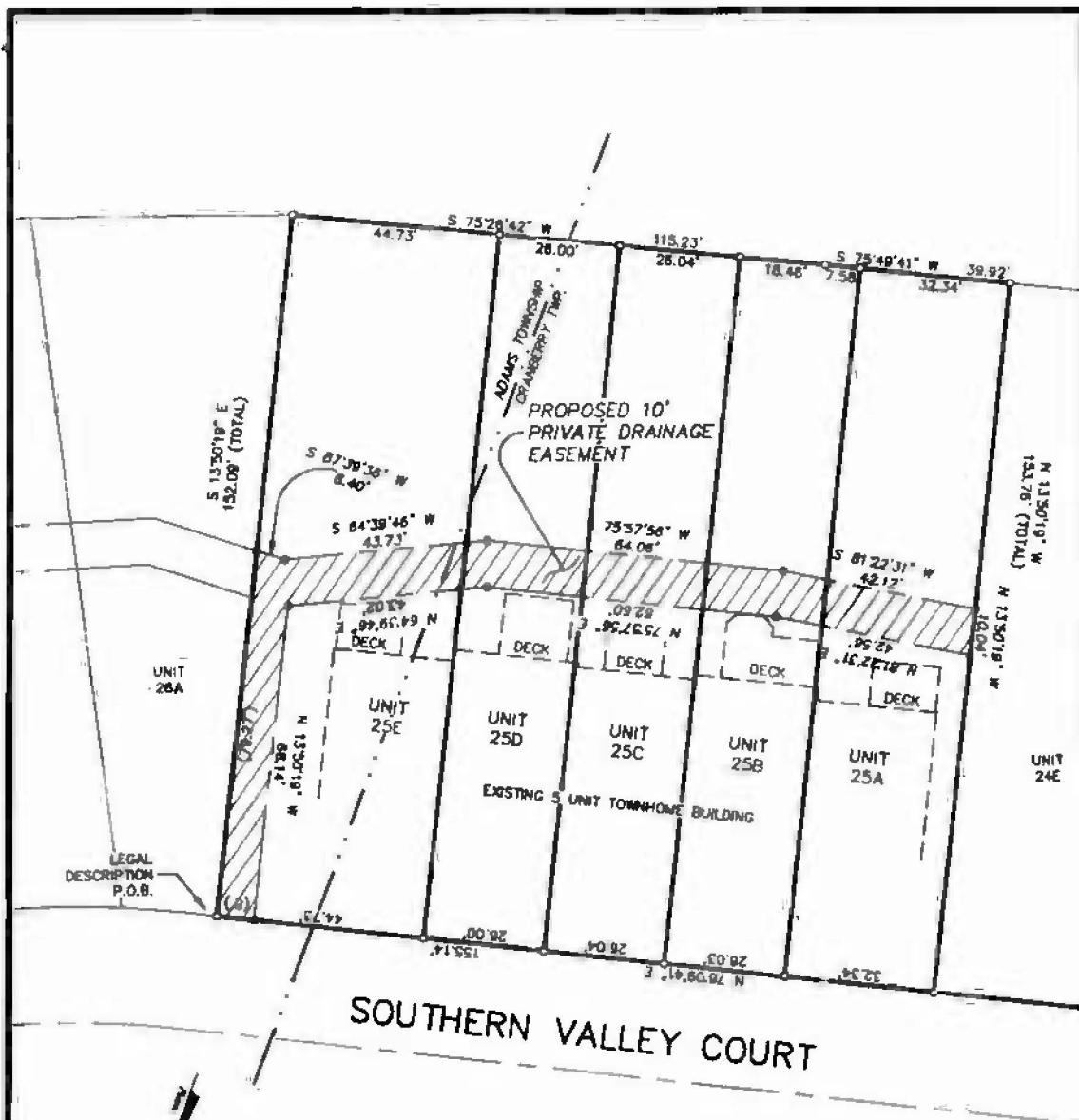
- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Grant of Easement.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Lisa M. Burkhart</i>	Date 11-11-11
--	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

<u>Owners/Grantors</u>	<u>Mailing Address:</u>	<u>City:</u>	<u>State:</u>	<u>Zip:</u>	<u>Street Address:</u>	<u>Tax Parcel:</u>	<u>Assess Value:</u>
Bradley and Elaine Stevenson	142 Southern Valley Court	Mars	PA	16046	142 Southern Valley Court	010-S12-B25A	\$ 23,930.00
Kenneth H. Kirschner, Jr.	140 Southern Valley Court	Mars	PA	16046	140 Southern Valley Court	010-S12-B25B	\$ 21,690.00
Jamie Demao	138 Southern Valley Court	Mars	PA	16046	138 Southern Valley Court	010-S12-B25C	\$ 22,770.00
Jaka Janaka and Rina Hutagaol	136 Southern Valley Court	Mars	PA	16046	136 Southern Valley Court	010-S12-B25D	\$ 20,690.00
Jaclyn Pierre and Hans Stukat Gren	134 Southern Valley Court	Mars	PA	16046	134 Southern Valley Court	010-S12-B25E	\$ 23,240.00
Kimberly and Peter Martini	132 Southern Valley Court	Mars	PA	16046	132 Southern Valley Court	010-S12-B26A	\$ 22,700.00
Dorothy Bruce	130 Southern Valley Court	Mars	PA	16046	130 Southern Valley Court	010-S12-B26B	\$ 20,780.00
Erin Knechtel f/k/a Erin Renner	128 Southern Valley Court	Mars	PA	16046	128 Southern Valley Court	010-S12-B26C	\$ 21,320.00
Russell Rosenberger	126 Southern Valley Court	Mars	PA	16046	126 Southern Valley Court	010-S12-B26D	\$ 22,580.00



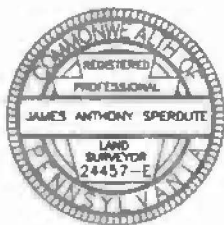
PARCEL	OWNER	TAX PARCEL	DEED/INSTRUMENT NO.
25A	BRADLEY & ELAINE STEVENSON	010-S12-B25A	200608180014810
25B	KENNETH KIRSCHNER JR.	010-S12-B25B	200608180014808
25C	JAMIE DEMAO	010-S12-B25C	201008310019417
25D	NATHANIEL MEHNEVAJSA, ETAL.	010-S12-B25D	200605280012794
25E	OM & PRAMILA BHATNAGAR	010-S12-B25E	200704030007609

NOTE: THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS, CONVEYANCES, BUILDING SETBACKS AND PRIOR PLANS OF RECORD.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



PROPOSED DRAINAGE EASEMENT FOR THE BENEFIT OF:

**THE SOUTHERN VALLEY COMMONS
HOMEOWNERS ASSOCIATION**
AFFECTING UNITS 25A, 25B, 25C, 25D & 25E OF THE
SOUTHERN VALLEY COMMONS
BUILDING 25 RESUBDIVISION
RECORDED IN PLAN BOOK 203, PAGE 7
ADAMS & CRANBERRY TOWNSHIP
BUTLER COUNTY, PENNSYLVANIA



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jasp@spurvey.com

REVISIONS

08/18/2011

DRAWING SCALE: 1"=30' DATE: NOVEMBER 18, 2010
DRAWING NUMBER: 1001-10180000 DRAWN BY: JAS GPO BY: JAS