



SOUTHRIDGE ESTATES PRD

PROTECTIVE COVENANTS

This Declaration, made this 3rd day of October 2002, by Bayard Crossings Corporation having its principal place of the business located at 2200 Garden Drive, Suite 200, Borough of Seven Fields, Pennsylvania (hereinafter referred to as "Developer"), as recorded in Recorder of Deeds Office of Butler County, Pennsylvania in Record Book Volume 256, pages 11 to 18, as may be amended or supplemented from time to time by subsequent recordings.

WITNESSETH:

WHEREAS, Developer proposes to further develop a parcel of land which is more particularly described in ~~Exhibit "A"~~ attached hereto, as a development called Southridge Estates PRD and located in Cranberry Twp, Adams Twp & 7 Fields Boro.

NOW, THEREFORE, Developer hereby declares that all of the land as above-described and zoned for single-family residence only, shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which shall run with the land and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors and assigns:

I. DEFINITIONS

Association. Shall mean the non-profit corporation named "Southridge Homeowners' Association" and described herein, its successors and assigns.

It is understood and agreed that Owners, their heirs, successors and assigns will be governed by and subject to membership in a Homeowner Association as shown in Exhibit B.

Committee. Shall refer to the Southridge Covenants Committee composed of members varying in number and appointed by the Developer. The function of this committee shall be to administer these Covenants until such time as a Southridge Homeowners Association is formed at which time the function and responsibilities of the Committee shall be assumed by that Association.

Developer. Shall refer to Bayard Crossings Corporation and its successors and assigns. The Developer being the Declarant, the rights given to Developer under this Declaration shall not be transferred automatically, but must be specifically assigned to a successor or assignee so that, as between Developer and any purchaser of a Lot or Lots, Developer shall always have the primary right to exercise the development rights granted by this Declaration.

Lot. Shall mean any Lot shown upon any recorded subdivision map of the property within Southridge Estates Plan of Lots. Southridge Estates shall consist of 90 Lots sequentially numbered from 1 to 90 inclusive.

Owner. Shall mean the record Owner, whether one or more persons or entities, of a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Recorded. Shall mean duly recorded in the Office of the Recorder of Deeds of Butler or Allegheny County, Pennsylvania unless otherwise clearly indicated.

## II. USE RESTRICTIONS

The following shall be restrictions on the use of the property which is the subject of this Declaration, which restrictions shall run with and bind the land.

2.1 Residential Use. Lots shall only be used for such private residential purposes as may be permitted by the Borough or Township zoning ordinance applicable to developments of this type. Notwithstanding anything contained herein, the Developer has the right to use any Lots owned by it for models, sales offices or administrative offices.

2.2 Exterior Attachments. No television antennas shall be attached to the exterior of any residence. No towers of any kind including but not limited to television, radio, and or microwave towers shall be erected, placed or maintained on a lot. A single satellite dish not exceeding 18" in diameter may be installed on a residence. Any satellite dish installed must not be visible from the front of the lot or street.

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

2.4 Incomplete Structures. No basement, foundation, garage, trailer, dwelling house under construction or any structure other than the completed, approved dwelling house, shall be used, temporarily or permanently, as a residence.

2.5 Temporary Structures. No freestanding structure of a temporary character, fenced dog

run, animal pen, above-ground swimming pool, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time, either temporarily or permanently (except by the Developer in completing the Development or a contractor hired by the Developer). Any fence must be approved by the Committee prior to the construction and shall not be of a height exceeding 4 feet and shall be of a pleasing appearance. Chain link or similar construction is specifically forbidden and fencing of any construction shall consist of a minimum of 50% open spacing through that structure exclusive of gates or other complete openings and shall be of a pleasing appearance. The only exception shall be a protective fence surrounding an "in-the-ground" swimming pool for purposes of safety. Such a fence may be of a height and nature as allowed by Borough or Township ordinance.

2.6 Pets. Allowable household pets must be of the recognized domestic variety such as dogs and cats. Expressly forbidden are animals such as horses, cows, pigs, etc., or wild animals. No commercial breeding of any animal variety for profit shall be allowed.

2.7 Balconies. Balconies, decks, porches and patios visible from the street shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs, clothes, sheets, blankets, laundry or other articles shall be hung from any balconies which are visible from the street.

2.8 Garages. Each home constructed shall include a two or three car integral or attached garage. If the home has an entry that faces the street, the design and quality of garage doors shall be subject to approval by the Committee. Garages may not be converted to living space but may only be used for storage of vehicles or personal property.

2.9 Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon a Lot for more than fifteen (15) consecutive days, of any tractor, commercial vehicle, mobile home, boat and/or recreational vehicle of any kind. No uninspected motor vehicle of any type shall be stored outside for more than 15 consecutive days. Any 15 day storage period for the previously mentioned vehicles cannot be repeated for a period of sixty (60) days. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot except for normal maintenance or emergency repairs where such vehicle is in view of the street.

2.10 Signs. No sign of any kind shall be displayed to the public view on any lot except advertising the property for sale or rent or signs used by the builder to advertise the property during construction and sales period.

2.11 Nuisance. No illegal, unsafe, noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### III. CONSTRUCTION COVENANTS

3.1 Plan Review. Prior to the commencement of construction, all building and site plans shall be submitted to Developer for approval of the proposed design, building placement including elevation, and builder. Only a builder approved in advance may construct a dwelling in the Plan. All such plans must be approved in writing by the Committee, or its designated agent, prior to the issuance of a building permit or commencement of construction. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by the Committee, or its designated agent, is endorsed on the original plans.

3.2 Living Space Area. Houses, exclusive of porches and garages shall have a minimum of 2,000 square feet of finished living space.

3.3 Double Lots. If a house is built on more than one Lot, the minimum finished living area requirements set forth above shall apply.

3.4 Exterior Finishes. All units constructed on any Lot in the Plan shall be finished with suitable exterior building material and foundations shall be brick to grade except where special construction methods or finishes make this inappropriate. Special methods or finishes may be used with advance written approval of the Committee.

3.5 Windows. All windows and patio doors shall be of good quality construction of any appropriate material as long as they are thermo-pane.

3.6 Roof. All houses shall be constructed with a roof having a minimum thirty (30) year life.

3.7 Completion. The exterior of the house shall be completed within six (6) months from the issuance of the building permit. Building construction must begin within six (6) months of the closing of the lot sale. (See 3.12)

3.8 Driveways. All driveways and turning aprons must be paved with concrete. Any other type of material to be used for the driveway and/or turning area must be approved in advance in writing by the Committee. All driveway construction must be completed within nine (9) months after issuance of the building permit for the house.

3.9 Sidewalks. Each builder must construct sidewalks across the building Lot to blend with elevations and location of walks on adjoining Lots. Construction specifications for these walks will be as stipulated by Borough and Township construction specifications.

3.10 Exterior Accessories. Each builder must install an exterior gas post light. Such post

light will be direct piped to a gas source with valve shut off.

3.11 Building Permits. No Owners of any Lot shall apply for a building permit without first having the approval of the Committee, or its designated agent, endorsed upon said Owner's building plans.

3.12 Repurchase. Construction must be started within six (6) months of closing or Developer shall have the right to repurchase any Lot for the original sale price. The defaulting buyer shall be responsible for all real estate transfer taxes attendant to the repurchase.

3.13 Retaining Walls. All retaining walls must be constructed of approved materials such as new railroad ties, brick, stone or a combination thereof. Any other materials will require the prior written approval of the Committee. In addition, retaining walls must be constructed with all necessary Borough and Township approvals and to Borough and Township standards, but will not exceed 6 feet in height.

3.14 Streets and Curbs. Owners and builders must take reasonable precautions to protect the streets and curbs from damage by construction vehicles, 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 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).

3.15 Easements. Easements have been reserved for wetlands, sewers, drainage and utility installations and maintenance and for such purposes and uses as may be 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 or 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 of those improvements for which a public authority or utility is responsible. The Developer shall have the right to enter the easement area of each Lot to correct any problems.

3.16 Storm Water and Erosion Control. It shall be the responsibility of each Owner/builder to control storm water runoff from his or her Lot in accordance with all applicable government regulations and the Developer's site plan.

Neither during construction, nor at any other time, shall any Owner or builder permit soil, mud, debris, and/or other material to escape his or her Lot and/or enter a stream or other wetland. Each Owner or builder shall employ all controls necessary to prevent such escapes (including but not limited to use of silt fences, hay bales and/or seeding) and shall limit ground disturbances to those which can be so controlled. Prior to the commencement of any construction, related grading and/or excavation, the Owner shall ask the Developer for specific instructions concerning the control measures to be employed on each lot and shall follow those instructions.

If an Owner or builder fails to comply with these stormwater control guidelines, the Developer shall have the right, following 48 hours written notice, to institute corrective actions at the expense of the builder/Owner.

3.17 Landscaping. All Lots must be final graded and landscaped in the front yard from the street pavement of the dwelling within nine (9) months after the issuance of the building permit (unless this time period would end in winter, in which case it shall be completed by May 1). In addition to the boulevard maple trees planted by the Developer all lots must have a minimum of one additional 2" – 2-1/2" caliper deciduous tree planted within the front yard area. Landscaping must be maintained by the builder even if the house is not sold, i.e. grass cut, hedges trimmed, etc.

No tree on any lot over 12" in diameter can be removed without prior approval from the Developer.

3.18 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 of an approved house. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

#### IV. COMMON AREAS

4.1 Common Areas. Common Areas as shown on the Recorded plans are intended for the use of all Lot Owners within said plan. These areas are to remain undisturbed. Removal of existing vegetation or trees is forbidden.

4.2 Ownership of Common Areas. Until the Common Areas are conveyed to the Association, as set forth below, the Common Areas will remain the property of the Developer.

4.3 Maintenance of Common Areas.

(1) Until the Common Areas are conveyed to the Association, the Developer will

have the responsibility and obligation to maintain the Common Areas, including the maintenance of any improvements thereon and the payment of taxes related thereto.

(2) From and after the conveyance of the Common Areas to the Association, the Association will have the responsibility and obligation to maintain the Common Areas, including the maintenance of the open space, storm water detention facilities, and any other improvements thereon and the payment of taxes related to the Common Areas.

#### 4.4 Conveyance of Common Areas.

(1) Event of Conveyance. Not later than sixty (60) days after two-thirds of the Lots have been conveyed to Owners, the Developer may convey the Common Areas to the Association as set forth herein. Notwithstanding the preceding, the Developer shall convey the Common Areas to the Association not later than sixty days after three-quarters of the Lots have been conveyed to Owners.

(2) Instrument of Transfer. The conveyance of the Common Areas to the Association shall be consummated through the execution by the Developer and the Association of an instrument evidencing the transfer, which instrument shall be recorded in Allegheny and Butler Counties in the same records as are maintained for the recording of deeds of real property and shall be indexed in the name of Southridge Estates in both the grantor and grantee indices. The instrument shall not be effective unless executed by the Association.

(3) Liens and Encumbrances: Taxes. The Common Areas shall be conveyed to the Association free of all liens and encumbrances. All real estate taxes, if any, and water and sewer charges applicable to the Common Areas shall be pro-rated as of the date of the conveyance based upon the fiscal year of the taxing body.

4.5 Binding Nature. The provisions of this Section IV, including but not limited to the obligation of the Developer to convey the Common Areas to the Association, shall be binding upon the Developer and its successors and assigns.

### V. GENERAL PROVISIONS

5.1 Enforcement. For a violation 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 covenants, conditions, reservations and restrictions, to enter and summarily abate or remove the same at the expense of the Owner or builder, and any such entry and abatement or removal shall not be deemed a trespass. The Borough and Townships shall have enforcement powers in addition to the Developer and the Owners to the extent provided by law. Failure by Developer, Owners or the Borough or Township to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5.3 Terms and Perpetuities. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 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. The Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than 90% of all Owners, and thereafter by an instrument signed by not less than 75% of all Owners. If any of the covenants, conditions and restrictions are in violation of the rule against perpetuities, then such provisions shall continue only until the year 2094 A.D., subject to prior amendment or termination as set forth hereinabove.

5.4 Amendment. This Declaration may be amended by an instrument signed by the Owners of at least 67% of the Lots, except that

(1) Any rights reserved or granted to Developer under this Declaration may not be amended, revoked or modified in any way without the express written consent of the Developer, so long as the Developer owns any of the land described in Exhibit A, or any other adjacent land. Such consent must be included in any Recorded amendment to be effective; and

(2) Developer, its successors and/or assigns, reserves the right, without the consent of the 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.

5.5 Mortgagee Rights. Any mortgagee of any Lot, and any improvements erected thereon, shall at its option have the right, but not the obligation, to cure any default by any Owner hereunder. The rights granted under this Paragraph shall be for the benefit of any mortgagee under any mortgage granted for the initial construction or any subsequent refinancing thereof and their respective successors and assigns.

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

ATTEST:

Amy C. Worsen

BAYARD CROSSINGS CORPORATION

By Darrell S. Craig, President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF BUTLER :

On this, the 3<sup>rd</sup> day of OCTOBER, 2002, before me, a Notary Public, personally appeared Darrell S. Craig, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes within contained.

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

Amy S. Worsen  
Notary Public


Notarial Seal  
Amy S. Worsen, Notary Public  
Mars Boro, Butler County  
My Commission Expires May 20, 2004  
Member, Pennsylvania Association of Notaries

SOUTHRIDGE ESTATES DECLARATION OF COVENANTS

EXHIBIT B

The Grantees, their heirs, successors and assigns hereby accept membership in and agree to join such Homeowners Association as may be created in whole part for the purpose of administering these Covenants and for the care and maintenance of common areas within the Southridge Estates Plan of Lots and hereby agree (1) to pay such assessments as are imposed by such (association) (2) that any such assessments not paid within 30 days from the date due shall constitute a lien against the property conveyed. This covenant shall bind the Grantees and his or her successors in title and shall run with the land.

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



*Michele M. Mustillo*  
Michele M. Mustillo - Recorder of Deeds

*maul to:*  
Ron Henshaw  
2525 Rochester Rd. S6 400  
Cremery Twp, PA 16066-0499