

DECLARATION

TWELVE OAKS AT HAMPTON CONDOMINIUM

ARTICLE 1.

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Wildwood Associates, L.P., a Pennsylvania limited partnership (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, being two (2) non-contiguous lots located in Hampton Township, Allegheny 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 Condominium Act, 68 Pa. C.S. §3101 et seq. (the "Act"), and hereby creates with respect to the Property a Flexible Condominium, to be known as "Twelve Oaks at Hampton Condominium" (the "Condominium").

Section 1.2. Defined Terms.

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

1.2.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Twelve Oaks at Hampton Condominium Association."

b. "Building(s)" means any building(s) included in the Property.

c. "Bylaws" mean the Bylaws of the Association as the same may be lawfully amended from time to time, created under and pursuant to the Act and which also serve as the code of regulations of the Association.

d. "Common Elements" means all of the Condominium Property except that portion described in this Declaration as constituting a Unit or Units, but including Limited Common Elements. The Common Elements includes all real estate within the Condominium, all exterior portions of the Units, the Recreation Area, all lighting within the Condominium except that located within a Unit.

e. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, and including, without limitation, General Common Expenses and Limited Common Expenses.

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f. "Condominium" means the Flexible Condominium known as Twelve Oaks at Hampton Condominium including that part of Property described as Condominium Property.

g. "Declarant" means the Declarant described above and all successors to any Special Declarant Rights.

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

i. "Executive Board" means the Executive Board of the Association.

j. "Limited Common Elements" means, in addition to all portions of the Real Estate not constituting a Unit and all driveways servicing the Units, those portions of the Common Elements allocated pursuant to this Declaration and the Plats and Plans for the exclusive use of one or more but less than all of the Units, as shown on the Plats and Plans.

k. "Limited Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, for the maintenance, repair and replacement of the Limited Common Elements, as provided herein.

l. "Plats and Plans" means the Plats and Plans attached hereto or which may later be attached as Exhibit "B" and made a part hereof, as the same may be amended from time to time.

m. "Real Estate" means Exhibit "A".

n. "Unit" means a Unit as described herein at Section 2.2 and in the Plats and Plans.

o. "Unit Owner" means a purchaser of a Unit.

1.2.3. The following terms when used herein shall have the meanings set forth below:

a. "Cluster" means a Building containing two (2) to four (4) Units.

b. "Condominium Property" means the tract of land hereinafter described as being submitted to the Act, all buildings, structures and improvements situated thereon and all easements, rights and appurtenances belonging thereto.

c. "Development Charge" means the charge assessed by the Developer against the Association for the acquisition and development of the Common Elements, causing the same to be in compliance with all environmental regulations, and

maintaining the same prior to transfer to the Association. The Common Elements subject of the Development Charge will be transferred to the Association without charge.

d. "Easement Agreement" means the Agreement of Easement and Use between the Association and the Twelve Oaks at Hampton Homeowners' Association ("Homeowners Association") giving Unit Owners the right to use the open spaces owned by the Homeowners Association, and benefiting from the signage and other entranceway improvements installed on property owned by the Homeowners Association, and obligating the Association to pay a fee to the Homeowners Association for such benefits.

e. "General Common Expenses" means Common Expenses excluding Limited Expenses, but including expenses incurred under the Easement Agreement.

f. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth herein.

g. "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Seller.

h. "Property" means the Real Estate, including easements, rights and appurtenances described in Section 1.1 above.

i. "Recreation Area" means the clubhouse, clubhouse deck, swimming pool and sun bathing area.

j. "Rules and Regulations" means the Rules and Regulations adopted by the Association from time to time and governing the Property.

ARTICLE 2.

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSES LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES

Section 2.1. Percentage Interests/Voting Rights.

2.1.1. The undivided ownership of Common Elements appurtenant to each Unit is equal for all Units, irrespective of size, cost, or location of such Unit. Common Expenses are apportioned equally among all Units, irrespective of size, cost, or location of such Unit.

2.1.2. The Percentage Interest of a Unit shall determine the share of Common Expenses and Limited Common Expenses for which each Unit is liable. The Percentage Interest of each Unit will be 1.92%. The Percentage Interest may change upon the combining of any Units. The formula for determining the Percentage Interest of each Unit upon any such

combination is 100 divided by $A \div B$ where A is the number of Units in the Community and B is the Percentage Interest. The Percentage Interest of each Unit and its identifying number is set forth on Exhibit "C" attached hereto and incorporated herein.

2.1.3. Each Unit shall have one (1) vote in the Association.

Section 2.2. Unit Boundaries. Each Unit consists of the space within the following boundaries:

2.2.1. Upper and Lower (Horizontal) Boundaries:

a. Upper Boundary: The horizontal plane of the bottom surface of the roof.

b. Lower Boundary: The horizontal plane of the bottom surface of the unfinished concrete floor slab.

2.2.2. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the lower boundaries, of the exterior surface of the exterior walls, including garage, which do not separate the Unit from any other Unit, and of the center line of the party walls which separate the Unit from other Units.

Section 2.3. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. Ordinary maintenance and repair of the patio and air conditioner compressor serving a Unit shall be the responsibility of that Unit Owner. Outside walls of courtyards, driveway repairs and maintenance and structural repairs and/or replacements of Limited Common Elements shall be the responsibility of the Association, the costs to be charged as Limited Common Expenses against the Unit or Units benefited. The lamp post servicing a Unit shall be a Limited Common Element assigned to that Unit, but shall be wired into that Unit, and all costs associated with maintaining electricity to that lamp post and the costs of replacement light bulbs for that lamp post being paid by the Unit Owner thereby benefited. Other maintenance, repair and/or replacement of that lamp post shall be the responsibility of the Association and billed as a Limited Common Expense. All costs associated with maintenance of the land on which the Units are located, including lawns and landscaping, and ice and snow removal from the Recreation Area, driveways and walkways to the Units and Common Elements shall be a Common Expense. Notwithstanding the foregoing, any expense incurred for Common Expenses, including Limited Common Expenses, necessitated by the negligent or intentional act of a Unit Owner or anyone in the Condominium at the invitation of a Unit Owner shall be borne solely by that Unit Owner and assessed as a special assessment against the Unit.

Section 2.4 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between the Units, and to combine Units at any time prior to the sale of any Unit in the Cluster which would be affected by the relocation or combining of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions of Sections 3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant, however, may not result in fewer than forty-eight (48) Units nor more than fifty-two (52) Units total.

ARTICLE 3.
DESCRIPTION, ALLOCATION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. The Limited Common Elements shall mean and include:

3.1.1. All plumbing systems servicing one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s).

3.1.2. All electrical equipment and wiring serving one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s).

3.1.3. The air conditioning, heating and ventilating ducts and compressor serving only one (1) Unit.

3.1.4. The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving one (1) or more but less than all Units and located partially within and partially outside the title lines of such Unit(s).

3.1.5. All other parts of the Condominium Building and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving one or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s).

3.1.6. Patios, courtyards, sidewalks, lamp posts and driveways. Each Unit shall include the appurtenant right to the exclusive use of the courtyard or patio bearing that Unit designation on the Plats and Plans, with the lamp post wired into the electrical line servicing the Unit to which it is a Limited Common Element. Two (2) Units in a Cluster or four (4) Units in adjacent Clusters may share the exclusive use of the driveway appurtenant to those Units, as shown on the Plats and Plans.

Section 3.2. Common Elements, Percentage Interest of Unit Owners. The Common Elements shall mean and include:

3.2.1. The land and those portions of the Condominium Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to Section 2.2. hereinabove, and which portions are not designated as Limited Common Elements pursuant to Section 3.1. hereinabove.

3.2.2. The following parts of the building foundations; structural parts, supports, columns; beams; the masonry part of all interior masonry walls and exterior walls; non-masonry interior walls between Units (except that surface of the wallboard or plaster on the Unit-side of such walls shall be part of the Unit and not part of the Common Elements); all portions of the building below the upper surface of the concrete floor, roofs; all fresh water, discharged water and sewer lines and associated equipment serving the Common Elements or more than one Unit or both; electric and telephone wires, cables, lines, pipes, fixtures, meters and/or equipment serve the Common Elements or more than one Unit or both, and the Recreation Area.

3.2.3. Portions of the Property and Buildings used exclusively for the management, operation or maintenance of the Common Elements.

3.2.4. Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both.

3.2.5. All other apparatus and installations existing for common use.

3.2.6. All portions or other parts or elements of the Property and/or the Buildings necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Plats and Plans made a part of a Unit or designated as Limited Common Elements, and such facilities as are designated herein and in the Bylaws as Common Elements.

Section 3.3. Allocation of Percentage Interest. The Percentage of Undivided Interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Section 2.1 hereof and, except as otherwise provided herein or in the Bylaws, such percentage shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affect thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold and/or reasonably contemplated Units.)

Section 3.4. Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, as defined below, such share being equal to every other Unit. Common Expenses shall be defined as:

3.4.1. Expenses of administration, maintenance, repair and replacement of the Common Elements;

3.4.2. Expenses agreed upon as common by all the Unit Owners;

3.4.3. Expenses declared common by the provisions of the Uniform Condominium Act, or by this Declaration or the Bylaws or the Rules and Regulations adopted by the Association;

3.4.4. Insurance premiums for any insurance coverage to be maintained by the Association as set forth in the Public Offering Statement and the Bylaws and Rules and Regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association;

3.4.5. Reserves for repair or replacement;

3.4.6. The Development Charge; and

3.4.7. All expenses incurred under the Easement Agreement.

ARTICLE 4. EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217 and 3218 of the Act, and the Easements as may be set forth at Exhibit "D", the following easements are hereby created:

4.1.1. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain signs, sales offices, management offices and models throughout the Property. Declarant may maintain signs in its Units and on the common elements advertising Units in the Condominium owned by Declarant for sale or lease and other advertising of unsold Units and the Condominium in general. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements, in its Units or other Units in the Condominium. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

4.1.2. 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. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair,

relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.3. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

4.1.4. Easement for Use of Recreation Area.

a. Each Unit Owner and his or her lessee is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and commercial and recreational facilities constituting the Recreation Area.

b. The rights and easements of access and enjoyment created hereby shall be subject to the following:

(1) the right of the Association to charge users (including guests) reasonable admission and other fees for the use of the Recreation Area; and

(2) the right of the Association to adopt rules and regulations governing the use of the Recreation Area.

4.1.5. Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in a Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a Building.

4.1.6. Encroachments. If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Executive Board, then an easement appurtenant to such Common Elements, to the extent of such

encroachment, shall exist for so long as such encroachment shall exist. In the event the building is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Units, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

4.1.7. Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board (i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

4.1.8. Easement for Party Walls. The owners of adjoining Units shall have the continued use of the party walls between the Units for the benefit and support of their Units; provided, however, that such use shall not injure any adjoining Unit Owner or the Unit, and shall not impair the party wall benefits and support to which such adjoining Unit Owner is entitled.

4.1.9. Easement for Plumbing. The owners of adjoining Units in a Cluster shall have the continued use of plumbing lines and conduits traversing below the lower boundary of their Units for the benefit of all Units in that Cluster.

4.1.10. Easement for Driveways. Each Unit sharing a driveway with another Unit in the same Cluster or Units in an adjacent Cluster shall have an easement across said driveway in common with the other Unit(s) sharing such driveway, in the manner shown in the Plats and Plans, to provide access to the public right-of-way. All driveways serving a Unit shall be deemed a Limited Common Element of each Unit thus served. No Unit Owner sharing a driveway may take any act or omit to take any act which will impair the ability of the other Unit Owner(s) with rights in such driveway to use fully the driveway.

4.1.11. Stormwater Easement. The easement between the Association and the Twelve Oaks at Hampton Homeowners Association for the collection, retention and disbursal of stormwater.

4.1.12. The Easement Agreement.

4.1.13. Miscellaneous.

a. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units, Limited Common Elements and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board,

and Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

b. The Units, the Limited Common Elements and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

ARTICLE 5. DECLARANT AND UNIT OWNER COVENANTS

Section 5.1. Declarant, its successors and assigns, by this Declaration, and all future Unit Owners, by their acceptance of their deeds, covenant and agree as follows:

5.1.1. That the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Unit Owners with respect to the operation and management of the Condominium.

5.1.2. That the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Bylaws and Rules and Regulations of the Association which are made a part hereof.

5.1.3. That each Unit Owner, and each tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, Rules and Regulations, and decisions and resolutions of the Association, as lawfully adopted and amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

5.1.4. That no Unit Owner may exempt himself or herself from liability for his or her contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his or her Unit.

ARTICLE 6. AMENDMENT OF DECLARATION

Section 6.1. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act permitting amendment and the express provisions of this Declaration.

Section 6.2. Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles 7, 8 or 13 below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE 7. USE RESTRICTIONS

Section 7.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the covenants, restrictions, Rules and Regulations of the Association, the Bylaws not in conflict with this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 7.2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 7.3. Actions. In addition to any other remedies provided in this Declaration, Declarant, (and/or the Association, and/or each Unit Owner) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's Rules and Regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, Rules and Regulations, and applicable law, and with respect to decisions made pursuant to authority granted

thereunder, and the Association shall have the right to assess reasonable charges against the Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration under the Uniform Arbitration Act as adopted in Pennsylvania in accordance with and pursuant to the rules of the American Arbitration Association, for hearing by a single arbitrator.

Section 7.4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the Act's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 7.5. Initial Rules and Regulations. Initial Rules and Regulations are as follows:

7.5.1. No part of the Property shall be used for anything other than housing for residential purposes for which the Property was designated except as otherwise provided.

7.5.2. No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association. The Common Elements may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Elements.

7.5.3. No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

7.5.4. Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

7.5.5. Except as to the Declarant and its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election and are not installed sooner than twenty-one (21) days before the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Facilities. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit which is no larger than permitted under local zoning ordinances.

7.5.6. No trailer, tent or shed shall be placed on any Property of the Association, including the ground on which one or more Units is located, other than trailers placed on the Property by Declarant or its agents during the period when construction is occurring in the Community.

7.5.7. There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive Board, except as herein expressly provided, and other than obstructions created or placed by Declarant or its agents during the period when construction is occurring in the Community.

7.5.8. No fence shall be erected on any portion of the Common Elements, including Limited Common Elements, without the prior written consent and approval as to aesthetics of the Executive Board, and then only if such fence is in full compliance with the ordinances of Hampton Township.

7.5.9. Nothing shall be done or kept in any Unit or in the Common Elements, including Limited Common Elements, which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

7.5.10. No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements, including Limited Common Elements, which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Elements, including Limited Common Elements.

7.5.11. No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, including Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

7.5.12. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the

Common Elements, including Limited Common Elements. The Common Elements, including Limited Common Elements, and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

7.5.13. No Unit Owner, nor anyone in a Unit with the permission of the Unit Owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

7.5.14. The walks and entrances to the Units, and all of the Common Elements, including Limited Common Elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements, including Limited Common Elements.

7.5.15. No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board. The Executive Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

7.5.16. No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on decks, balconies and/or patios and/or porches serving as Limited Common Elements and/or in or on any of the other Common Elements without prior written consent of the Executive Board.

7.5.17. No commercial trucks, commercial trailers or commercial vans, boats, boat trailers, campers, or similar vehicles may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements, including Limited Common Elements as a result of any such repair work. No such repair work may interfere with the rights of other Unit Owners entitled to use such driveway.

7.5.18. No Unit Owner shall permit any dumping to occur on the Property.

7.5.19. No Unit Owner shall permit any unlicensed and/or uninsured vehicle to be stored on the Common Elements, including Limited Common Elements.

7.5.20. Each Unit Owner shall maintain insurance on the portion of the Property which comprises his or her Unit and the contents thereof, and : comprehensive general liability insurance, including medical payments, in an amount determined by the

Executive Board but not less than \$300,000.00 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 Unit (and the Limited Common Elements to the extent they cannot be insured separately from the Unit).

Proof of such insurance must be provided to the Declarant and/or Association upon purchase of the Unit and may be required by the Association annually thereafter.

7.5.21. Only household domestic pets not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than two (2) such non-aquatic pets are permitted per Unit. In no event shall any pet be permitted in an outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements, including Limited Common Elements. No lines, chains, doghouses or other pet shelters shall be permitted on any portion of the Common Elements, including Limited Common Elements. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his or her pet to disturb any other Unit Owner. If a pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board, a hearing shall be held and, if a majority of the Executive Board shall so vote, the Unit Owner shall be required to remove the pet permanently from the Property within fifteen (15) days after written notice of the decision of the Executive Board, if so ordered.

7.5.22. No exterior attachments may be made to any Unit, including, without limitation, basketball hoops, awnings or identification markers, without the prior written consent of the Executive Board. Any planting by a Unit Owner in the Limited Common Elements appurtenant to his or her Unit shall require the prior written consent of the Executive Board; provided, however, that the planting of flowers which are annuals is permitted if located within two feet (2') of the exterior of that Unit.

7.5.23. Only white or off-white draperies, sheers or mini-blinds may be visible in any window from the exterior of the Unit.

7.5.24. Unit Owners may only park their vehicles in the garages and driveways serving their Unit (but not in any portion of the driveway where access to another Unit's driveway will be affected). There shall be no off-street parking. Parking areas constructed throughout the Community shall be for visitors only and not for parking by Unit Owners.

ARTICLE 8. MORTGAGES

Section 8.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the

Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. The Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE 9. RIGHTS OF PERMITTED MORTGAGEES

Section 9.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

9.1.1. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

9.1.2. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

9.1.3. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

9.1.4. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

9.1.5. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$5,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

9.1.6. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

9.1.7. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

9.1.8. The right to examine the books and records of the Executive Board at any reasonable time; or

9.1.9. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE 10. LEASING

Section 10.1. A Unit Owner may lease or sublease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof, but in any event prior to occupancy of the Unit under said lease; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments, including Limited Common Expense assessments, on behalf of the Owner of that Unit.

ARTICLE 11. BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 11.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. 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 11.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 11.3. Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 11.4. Reserve Fund. A Reserve Fund shall be created by the collection at closing on the sale of each Unit of a capital contribution in an amount determined by the Declarant. Additions to the Reserve Fund shall be assessed in such amounts and at such times as determined by the Executive Board.

Section 11.5. Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act shall be a lien on the Unit, having priority as provided in Section 3315(b) of the Act.

Section 11.6. Assignment of Income Rights. The Association may assign its right 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 the repair, replacement or capital improvements to the Common Elements and/or Limited Common Elements, provided that such assignment is authorized by a vote of not less than 75% of the members of the Executive Board.

Section 11.7. Development Charge. The Association shall be required to pay a Development Charge to Declarant or its assigns. The Development Charge will be equal to Ten Dollars (\$10.00) per Unit for two hundred forty (240) months (\$2,400.00 per Unit total), and may be paid by the Association annually or more frequently, in the Association's sole discretion. The purpose of the Development Charge is to reimburse Declarant for the cost of acquiring and developing the Common Elements, causing the same to comply with all environmental regulations and maintaining the Common Elements prior to transfer to the Association. The Development Charge shall be assessed against Unit Owners as a Common Expense, and collected in any manner deemed appropriate by the Association.

ARTICLE 12.
UNIT OWNERS' ASSOCIATION

Section 12.1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium. At the recording of this Declaration, the Declarant is the sole member of the Association.

Section 12.2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit Owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 12.3. Voting Rights. Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 12.4. Executive Board. The Executive Board initially shall be those persons named as the initial members or such other person or persons as may be from time to time be substituted by Declarant. The Executive Board shall consist of five (5) members until such time as all members of the Executive Board are elected by Unit Owners. At that time, the members of the Association shall have the right to increase or decrease the membership of the Executive Board by amendment of the Bylaws.

Section 12.5. Authority. The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and to all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 12.6. Control.

12.6.1. Until the sixtieth (60th) day after conveyance of twenty-five (25%) percent of 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 appointed by Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

12.6.2. No later than sixty (60) days after conveyance of 25% of the Units to Unit Owners other than Declarant not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

12.6.3. No later than the earlier of (i) five (5) years after the date of recording of this Declaration, or (ii) one hundred eighty (180) days after conveyance of seventy-five (75%) percent of the Units to Unit Owners other than Declarant all members of the Executive Board shall resign, and Unit Owners (including the Declarant as to Units it still owns) shall elect a new five (5) member Executive Board.

12.6.4. In determining whether the period of Declarant control has terminated hereunder, or whether Unit Owners other than Declarant are entitled to elect members of the Executive Board, the percentage of the Units conveyed is presumed to be that percentage which would have been conveyed if all the Units the Declarant has built and contemplated.

Section 12.7. Delegation of Authority; Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

ARTICLE 13. MAINTENANCE AND REPAIR

Section 13.1. Association Responsibility. The Association, to the extent funds are available for the same, shall maintain and repair the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit, provided, however, that the Association shall not be required to repair or maintain the patio areas or improvements within them.

Section 13.2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, perform cleaning, housekeeping, and routine maintenance with respect to the Limited Common Areas appurtenant to that Unit Owner's Unit, and repair and maintain that owner's Unit's patio, deck, balcony and air conditioner compressor. Without limiting the generality of the foregoing, this repair and maintenance and replacement shall include all windows, screens and doors, including the frames,

sashes and jambs, and the hardware therefor. In the event a Unit Owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of a Unit Owner or occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special assessment of that Unit. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE 14. LIMITATION OF LIABILITY

Section 14.1. Standard of Conduct.

14.1.1. 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.

14.1.2. 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 Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

14.1.3. 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 14.2. Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

14.2.1. One or more of the other officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) reasonably believes to be reliable and competent in the matters presented.

14.2.2. Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

14.2.3. A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

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

Section 14.3. Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 14.3 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 14.4. Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she 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 or she 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 or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 14.4 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 or she is not entitled to be indemnified by the Association.

Section 14.5. Directors and Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 14.4 above, if and to the extent available at reasonable cost.

IN WITNESS WHEREOF, the said Wildwood Associates, L.P., a Pennsylvania limited partnership, has caused its name to be signed to these presents on this 4th day of November, 2003.

ATTEST:

Wildwood Associates, L.P., a Pennsylvania limited partnership

By: The Meritage Group, Inc., general partner

Maria Rowland

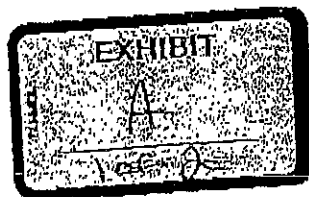
By: James C. Rumbaugh
James C. Rumbaugh, President

Proposed Legal Description
At Twelve Oaks @ Hampton / 5 of 6

All that certain parcel of ground situate in the Township of Hampton, County of Allegheny, and Commonwealth of Pennsylvania, being described as follows:

Commencing at the easterly line of Vitullo Drive (a 50' right of way) along the dividing line of St. Catherine's Sweden Catholic Church and lands now or formerly of Malongowski; thence along lands of Malongowski and the easterly right of way line of Vitullo Drive, S15°47'59"W a distance of 82.91 feet to a point; thence S28°01'30"W a distance of 84.86 feet to a point, said point being the point of beginning; thence leaving Vitullo Drive in a easterly direction S78°18'30"E a distance of 688.33 feet to a point along lands now or formerly of Smith; thence in a southerly direction along lands of Smith, Smith, Helterlein, Kelly, Brozek, Hodak, Hoffman and Quarant S17°00'30"W a distance of 903.34 feet to a point; thence in a westerly direction along lands of Sterling, N83°26'50"W a distance of 660.98 feet to a point; thence continuing along the same N83°27'30"W a distance of 7.39 feet to a point; thence leaving lands of Sterling in a northerly direction, N06°20'02"E a distance of 189.98 feet to a point; thence N19°55'53"W a distance of 56.14 feet to a point along the westerly right of way line of Vitullo Drive (a 50 foot right of way); thence continuing along westerly line of Vitullo Drive in a northeasterly direction along the arc of a circle curving to the left having a radius of 156.00 feet with an arc length of 45.37 feet to a point of reverse curvature; thence along the arc of a circle curving to the right having a radius of 25.00 feet with an arc length of 32.27 feet to a point along the southerly right of way line of Red Oak Court (a 50' right of way); thence S52°37'56"E a distance of 57.68 feet to a point; thence along the arc of a circle curving to the left having a radius of 167.00 feet with an arc length of 85.82 feet to a point; thence S82°04'40"E a distance of 132.00 feet to a point; thence along the arc of a circle curving to the left having a radius of 225.00 feet with an arc length of 90.55 feet to a point of compound curvature; thence continuing along the arc of a circle curving to the left having a radius of 212.00 feet with an arc length of 333.21 feet to an additional point of compound curvature; thence continuing still along the arc of a circle curving to the left having a radius of 372.00 feet with an arc length of 389.00 feet to a point; thence N75°06'21"W a distance of 99.48 feet to a point; thence along the arc of a circle curving to the right having a radius of 25.00 feet with an arc length of 39.83 feet to a point along the easterly right of way line of Vitullo Drive (a 50' right of way) thence continuing along the easterly right of way line of Vitullo Drive N 16°10'20"E a distance of 70.22 feet to a point; thence along the arc of a circle curving to the right having a radius of 250.00 feet with an arc length of 46.03 feet to a point; thence N26°43'16"E a distance of 62.25 feet to a point; thence S78°18'31"E a distance of 1.33 feet to a point, said point being the southwesterly corner of lands of Malongowski, said point also being the point of beginning.

Said described area contains the land on which a swimming pool, clubhouse and buildings 1-8, each to be developed as four condominium units, will be constructed and other open space. Containing an area of 437,293.31 square feet or 10.04 acres.

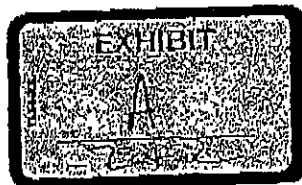


*Proposed Legal Description
At Twelve Oaks @ Hampton / 6 of 6*

All that certain parcel of ground situate in the Township of Hampton, County of Allegheny, and Commonwealth of Pennsylvania, being described as follows:

Commencing at the centerline of Vitullo Drive (a 50' right of way) and its northern intersection of Red Oak Court (a 50' right of way), thence along said centerline of Red Oak Court in a easterly direction $S75^{\circ}06'21''E$ a distance of 51.52 feet to a point; thence leaving said centerline of Red Oak Court in a southerly direction $S14^{\circ}53'42''W$ a distance of 25.00 feet to a point along the southerly right of way line of Red Oak Court, said point being the place of beginning; thence along said southerly right of way line of Red Oak Court, $S75^{\circ}06'21''E$ a distance of 98.87 feet to a point; thence along the arc of a circle curving to the right having a radius of 322.00 feet with an arc length of 336.71 feet to a point of compound curvature; thence along the arc of a circle curving to the right having a radius of 162.00 feet with an arc length of 254.63 feet to another point of compound curvature; still along the arc of a circle curving to the right having a radius of 175.00 feet with an arc length of 70.43 feet to a point; thence $N82^{\circ}04'40''W$ a distance of 132.00 feet to a point; thence along the arc of a circle curving to the right having a radius of 117.00 feet with an arc length of 60.13 feet to a point; thence $N52^{\circ}37'56''W$ a distance of 57.68 feet to a point; thence along the arc of a circle curving to the right having a radius of 25.00 feet with an arc length of 32.27 feet to a point of reverse curvature along the easterly right of way line of Vitullo Drive (a 50' right of way); thence along the arc of a circle curving to the left having a radius of 156.00 feet with an arc length of 27.13 feet to a point; thence $N11^{\circ}21'59''E$ a distance of 310.49 feet to a point; thence along the arc of a circle curving to the right having a radius of 25.00 feet with an arc length of 40.79 feet to a point along the southerly right of way line of Red Oak Court (a 50' right of way), said point being the place of beginning.

Said described area contains the land on which buildings 9-13, each of which will contain four condominium units, will be constructed and other open space.
Containing an area of 145,807.23 square feet or 3.34 acres.



Lands Now or Formerly
ST. CATHERINE'S SWEEDEN
CATHOLIC CHURCH

Lands Now or Formerly
MALONGOWSKI

Lands Now or Formerly
LITTLE

Lands
H / F
SMITH

Lands
H / F
SMITH

Lands
Now or Formerly
HELIERLEN

Lands
Now or Formerly
KOLLY

Lands Now or Formerly
BROZEK

Lands Now or Formerly
HODAK

Lands Now or Formerly
HOFFMAN

Lands Now or Formerly
QUARANT

Lands Now or Formerly
STERLING

TOTAL AREA OF DESCRIPTION No. 6
145,807.23 S.F. or 3.34 Acres

DESCRIPTION No. 6
QUAD AREA HOUSING

TOWNSHIP OF HAMPTON
COUNTY OF ALLEGHENY PENNSYLVANIA

FOR WILDWOOD ESTATES ASSOC. L.P.



R.F. Mitall & Associates, Inc.
ENGINEERS & CONSULTANTS & SURVEYORS

117 Sogamore Hill Road & Pittsburgh, PA 15239
Tel: (724) 327-7474 & Fax: (724) 325-2734

DATE	10-07-03
SCALE	1" = 120'
DRAWN	GR
CHECKED	RFM
DISK No.	ADD.WRK 10-03-03
NOTEBOOK	PG
SHEET	6 OF 6
PROJECT	02-039

SEAL



EXHIBIT 6
SHEET No. 1

EXHIBIT C
IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

<u>Building</u>	<u>Address</u>	<u>Percent</u>
1	2520 Red Oak Court	1.92%
	2522 Red Oak Court	1.92%
	2524 Red Oak Court	1.92%
	2526 Red Oak Court	1.92%
2	2528 Red Oak Court	1.92%
	2530 Red Oak Court	1.92%
	2532 Red Oak Court	1.92%
	2534 Red Oak Court	1.92%
3	2544 Red Oak Court	1.92%
	2546 Red Oak Court	1.92%
	2548 Red Oak Court	1.92%
	2550 Red Oak Court	1.92%
4	2552 Red Oak Court	1.92%
	2554 Red Oak Court	1.92%
	2556 Red Oak Court	1.92%
	2558 Red Oak Court	1.92%
5	2560 Red Oak Court	1.92%
	2562 Red Oak Court	1.92%
	2564 Red Oak Court	1.92%
	2566 Red Oak Court	1.92%
6	2568 Red Oak Court	1.92%
	2570 Red Oak Court	1.92%
	2572 Red Oak Court	1.92%
	2574 Red Oak Court	1.92%
7	2576 Red Oak Court	1.92%
	2578 Red Oak Court	1.92%
	2580 Red Oak Court	1.92%
	2582 Red Oak Court	1.92%
8	2584 Red Oak Court	1.92%
	2586 Red Oak Court	1.92%
	2588 Red Oak Court	1.92%
	2590 Red Oak Court	1.92%
9	4676 Vitullo Drive	1.92%
	4678 Vitullo Drive	1.92%
	4680 Vitullo Drive	1.92%
	4682 Vitullo Drive	1.92%
10	4668 Vitullo Drive	1.92%
	4670 Vitullo Drive	1.92%
	4672 Vitullo Drive	1.92%
	4674 Vitullo Drive	1.92%
11	4660 Vitullo Drive	1.92%
	4662 Vitullo Drive	1.92%
	4664 Vitullo Drive	1.92%



EXHIBIT C
IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

<u>Building</u>	<u>Address</u>	<u>Percent</u>
	4666 Vitullo Drive	1.92%
12	2531 Red Oak Court	1.92%
	2533 Red Oak Court	1.92%
	2535 Red Oak Court	1.92%
	2537 Red Oak Court	1.92%
13	2539 Red Oak Court	1.92%
	2541 Red Oak Court	1.92%
	2543 Red Oak Court	1.92%
	2545 Red Oak Court	1.92%



EXHIBIT "D"

1. THE FOLLOWING OIL AND GAS LEASES AND ANY PIPELINES IN CONNECTION THEREWITH:

- A) OIL AND GAS LEASE FROM SAMPLE TO P. CALHOUN AND CO., DATED APRIL 24, 1888 AND RECORDED IN OIL AND GAS BOOK VOLUME 7, PAGE 63.
- B) AGREEMENT AS TO DRILLING FOR OIL AND GAS AND CONVEYANCE OF COAL, SILAS SAMPLE TO E. W. EISLER DATED SEPTEMBER 19, 1917 AND RECORDED IN DEED BOOK VOLUME 1911, PAGE 349.

2. THE FOLLOWING RIGHTS OF WAY:

- A) FROM ANTHONY VITULLO, ET UX., ET AL. TO THOMAS M. FURGE, ET US., DATED DECEMBER 6, 1993 AND RECORDED DECEMBER 10, 1993 IN DEED BOOK VOLUME 9115, PAGE 362.
- B) FROM ROBERT A. SAMPLE TO THOMAS GIBSON DATED DECEMBER 5, 1858 AND RECORDED IN DEED BOOK VOLUME 102, PAGE 235.
- C) EASEMENT AGREEMENT BETWEEN THOMAS M. AND GLORIA A. FURGE TO ANTHONY AND FERNANDO VITULLO, ET. AL, DATED DECEMBER 6, 1993 AND RECORDED DECEMBER 10, 1993 IN DEED BOOK VOLUME 9115, PAGE 354.
- D) RIGHT-OF-WAY AGREEMENT BETWEEN ANTHONY VITULLO, ET UX, AND FERNANDO VITULLO AND THOMAS M. AND GLORIA A. FURGE DATED DECEMBER 6, 1993 AND RECORDED DECEMBER 10, 1993 IN DEED BOOK VOLUME 9115, PAGE 362.
- E) RIGHT-OF WAY GRANTED FROM PASQUALE VITULLO, ET. UX. ET AL. TO THE PEOPLES NATURAL GAS COMPANY DATED AUGUST 25, 1971 AND RECORDED IN DEED BOOK VOLUME 5017, PAGE 611.
- F) RIGHT-OF-WAY AGREEMENT DATED DECEMBER 22, 1988 AND RECORDED IN RECORDER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA IN DEED BOOK VOLUME 7973, PAGE 199.
- G) RIGHT-OF-WAY GRANTED FROM PATSY VITULLO, ET UX. TO THE PEOPLES NATURAL GAS COMPANY DATED DECEMBER 23, 1958 AND RECORDED JANUARY 13, 1959 IN DEED BOOK VOLUME 3761, PAGE 39.
- H) EASEMENT AND RIGHT OF WAY AGREEMENT FOR SEWER FACILITIES DATED DECEMBER 2, 2002 AND RECORDED IN THE RECORDER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA IN DEED BOOK VOLUME 11687, PAGE 494

- 3. AGREEMENT BETWEEN DAVID A. SAMPLE, ET AL. AND ROBERT F. SAMPLE AND GERTRUDE A. SAMPLE DATED SEPTEMBER 15, 1931 AND RECORDED IN DEED BOOK VOLUME 2463, PAGE 164.
- 4. CONDEMNATION FOR PUBLIC SEWER PURPOSES FILED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY AT GD78-14798 A COPY OF WHICH DECLARATION IS RECORDED IN DEED BOOK VOLUME 5956, PAGE 784.
- 5. ALL MATTERS SHOWN ON THE SUBDIVISION PLAN ENTITLED VITULLO PLAN, RECORDED IN PLAN BOOK VOLUME 223, PAGE 7.
- 6. AGREEMENT OF EASEMENT AND USE BY AND BETWEEN THE TWELVE OAKS AT HAMPTON HOMEOWNERS' ASSOCIATION AND THE TWELVE OAKS AT HAMPTON CONDOMINIUM ASSOCIATION TO BE RECORDED IN THE RECORDER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA.



60 2023 00009237

Allegheny County
Jessica Garofolo
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2023-9237

BK-DE VL-19267 PG-90

Recorded On: April 17, 2023

As-Deed Agreement

Parties: TWELVE OAKS HAMPTON CONDO ASN

To TWELVE OAKS HAMPTON CONDO ASN

of Pages: 4

Comment:

***** THIS IS NOT A BILL *****

Deed Agreement 181.75

0

0

Total: 181.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER

EXEMPT

Value

Certified On/By-> 04-17-2023 / Angela Gans

CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2023-9237

Receipt Number: 4235195

Recorded Date/Time: April 17, 2023 11:23:59A

Book-Vol/Pg: BK-DE VL-19267 PG-90

User / Station: S Williams - CASH 05

DORNISH LAW OFFICES C

ATTN: BETH FISCHMAN ESQ

6000 BROOKTREE RD STE 301

WESFORD PA 15090



Jessica Garofolo

Jessica Garofolo, Director
Rich Fitzgerald, County Executive

AMENDMENT TO THE DECLARATION OF
TWELVE OAKS AT HAMPTON CONDOMINIUM ASSOCIATION

This Amendment to the Declaration of Twelve Oaks at Hampton Condominium Association is made and adopted by an instrument approved by unanimous consent of all Unit Owners. This Amendment shall take effect on the date that it is recorded in the Department of Real Estate Office of Allegheny County, Pennsylvania.

WHEREAS, the Declaration of Twelve Oaks at Hampton Condominium Association was recorded in the Department of Real Estate Office of Allegheny County, Pennsylvania on November 26, 2003, in Deed Book Volume 11872, page 254; and

WHEREAS, the appropriate number of Unit Owners at Twelve Oaks at Hampton Condominium Association desire to amend the Declaration in order to revise the leasing policies and restrictions for all of the Units in the Twelve Oaks at Hampton Condominium Association.

NOW, THEREFORE, pursuant to Article 6, Section 6.1 of the Declaration, and by unanimous consent of all Unit Owners in the Twelve Oaks at Hampton Condominium Association, the Twelve Oaks at Hampton Condominium Association does hereby adopt the following Amendment to the Declaration by deleting existing Article 10, Section 10.1 and replacing it with the following language:

Article 10. Section 10.1 Lease Restrictions – A Unit Owner may not lease or sublease his or her Unit at any time. Immediate family, meaning parents, children, grandparents, grandchildren, sisters, or brothers of the Unit Owner are excluded from this restriction. However, if an immediate family member occupies the Unit, the rights of that immediate family member shall be subject and bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations of Twelve Oaks at Hampton Condominium Association. It

is the Unit Owner's responsibility to provide the Declaration, Bylaws and Rules and Regulations to any immediate family member that occupies the Unit. Any violations will be the responsibility of the Unit Owner.

CERTIFICATION

We, the President and Secretary of Twelve Oaks at Hampton Condominium Association, certify that the foregoing Amendment to the Declaration, was approved at the Association's annual meeting at which time the Unit Owners unanimously approved this Amendment.


Janine Sidoruk, President

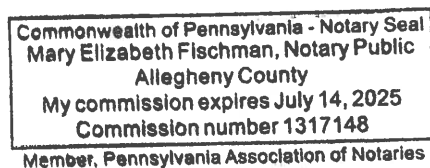

Diane Cantella, Secretary

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY**

On this, the 14th day of April, 2023, before me, the undersigned officer, personally appeared JANINE SIDORUK, President of Twelve Oaks at Hampton Condominium Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained and acknowledge the foregoing to be her free act and deed.

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


Notary Public
My Commission Expires: 7/14/2025



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

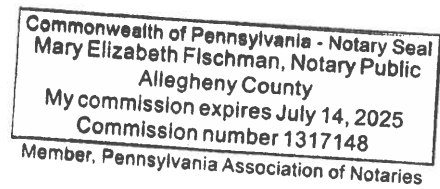
On this, the 14th day of April, 2023, before me, the undersigned officer, personally appeared DIANE CANTELLA, Secretary of Twelve Oaks at Hampton Condominium Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained and acknowledge the foregoing to be her free act and deed.

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

Mary Elizabeth Fischman

Notary Public

My Commission Expires: 7/14/2025



After Recording, Mail To;
Dornish Law Offffices, PC
Attn: Beth Fischman, Esq.
6000 Brooktree Rd.
Suite 301
Wexford, PA 15090