

**BY-LAWS OF**  
**CROSSWINDS PLAN OF LOTS HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**INTRODUCTION**

**DEFINITION OF BY-LAWS**

- 1.01 These By-laws constitute the code of rules adopted by the Crosswinds Plan of Lots Homeowners Association (the "Association") for the regulation and management of its affairs.

This Association is organized pursuant to the Uniform Planned Community Act of 1996 ("UPCA") and does not contemplate pecuniary gain or profit to its officers, directors or other private individuals and is organized for nonprofit purposes.

**Purposes and Powers**

- 1.02 The Association will have the purposes or powers as stated herein, and whatever powers are or may be granted by the UPCA of the Commonwealth of Pennsylvania, or any successor legislation. The primary purpose of this Association is to organize and operate a residential real estate management association to build, manage and care for the controlled facilities of the Crosswinds Plan, a planned community, which facilities consist of storm water detention ponds and a play area.

**ARTICLE II**

**OFFICES AND AGENCY**

**Registered Office**

- 2.01 The location of the registered office of this Association is To Be Determined. This office will be continuously maintained in the Commonwealth of Pennsylvania for the duration of this Association. The Board of Directors may from time to time change the address of its registered office by duly adopted resolution and amend its articles or file the appropriate statement with the Department of State.

### **ARTICLE III**

#### **MEMBERSHIP**

##### **Definition of Membership**

- 3.01 The members of this Association are those persons having membership rights in accordance with the provisions of these By-laws. Every owner of a lot and each occupant of a living unit shall be a member of the Association. The membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment or from occupancy of a living unit.

##### **Classes of Members and Voting Rights**

- 3.02 This Association shall have three (3) classes of members that are designated as Class A, Class B and Class C members.

##### **Class A**

Single Family Structures. Class A members shall be all Owners, except the Declarants, of Lots upon which is constructed or is to be constructed a single family attached or detached home, and shall be entitled to one vote for each such Lot, so owned.

##### **Class B**

Non-Owner Residents. Class B members shall be non-owner residents of Lots and Living Units, except Declarants, except that Class B members shall not be permitted to vote.

##### **Class C**

Declarants. Class C member shall be the Declarants. It shall be entitled for all purposes to six (6) votes for each Lot, including Living Unit, owned except that the Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) When Declarants are the Owner of 25% or less of the Lots and Living Units planned for development in a Phase of the development of the Properties; provided that Lots and Units being sold under Installment Land Contracts, counted for the purpose of determining said 25% figure, shall be taken at 75% of their actual number; or
- (b) On the anniversary date seven (7) years after recording of Crosswinds Plan Declaration of Covenants, Conditions and Restrictions.

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### **Joint Owners or Occupants**

- 3.03 When more than one person owns a lot, and when more than one person holds an interest in any lot or when more than one person occupies a living unit, all such persons shall be members of the Association; provided, however that owners' and occupants' votes shall be exercised as provided or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast per lot.

### **Members' Dues**

- 3.04 There will be no member dues. However, the Board at its discretion may levy annual and special assessments.

### **Assessments**

- NB 3.05 Memberships will be subject to annual assessments as well as special assessments. Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, semi-annual or annual basis as the Board may determine. The annual assessments levied by the Association shall be used exclusively for the improvement and maintenance of the properties, including but not limited to, all of the Common Area or the controlled facilities. The special assessments may be levied by the Association for capital improvements, or to provide for a reserve for major repairs and/or replacements.

### **Effect of Nonpayment of Assessments: Remedies of the Association**

- 3.06 All assessments must be paid within thirty (30) days of the due date. Any assessment not paid within thirty (30) days after the due date shall bear a Five Dollar (\$5.00) service charge for each month delinquent. The Association may suspend the voting rights by a member for any period during which an assessment against his or her lot or living unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during a suspension period.

### **Subordination of the Lien to Mortgage**

- OK 3.07 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot by its owner shall not affect any assessment lien. However, the bona fide sale or transfer of any lot pursuant to or in lieu of mortgage foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due and from the lien thereof.

### **Place of Members' Meetings**

- 3.08 Meetings of members will be held at the registered office of the Association or at a location determined by the Board.

### **Annual Members' Meetings**

- 3.09 Annual meeting of the members will be held at To Be Determined on To Be Determined each year.

### **Special Members' Meetings**

- 3.10 Special meetings of the members may be called by any of the following:
1. The Board of Directors
  2. The President
  3. Members having at least two-thirds of the votes that all members are entitled to cast at such meeting.

### **Notice of Members' Meetings**

- 3.11 Written or printed notice, stating the place, day and hour of the meeting and in the case of special meetings the purpose or purposes for which the meeting is called, must be delivered not less than fifteen (15) or more than thirty (30) days before the date of the members' meeting, either personally, by registered or certified first-class mail, or by telegram by or at the direction of the President, the Secretary or the officers or other persons or members calling the meeting, to each member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the U.S. Mail addressed to the member at the member's address as it appears on the records of the Association, with postage prepaid.

### **Members' Proxy Voting**

- 3.12 A member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy will be recognized as valid after 11 months after the date of its execution unless expressly provided otherwise in the proxy.

### **Quorum of Members**

- 3.13 The number or percentage of members entitled to vote represented in

person or by proxy that constitutes a quorum at a meeting of the members will be 2/3. If the required quorum is not represented and present, the President, with the approval of a majority of the Board, including himself, may declare the proposed action as rejected, without any further meeting on it, or another meeting may be called subject to the same notice requirement. A meeting without the votes needed for proposed action may continue for purposes of discussion and planning.

### **Transferability of Membership**

- 3.14 The transfer of membership in this Association must be without payment of any consideration of money or property of any kind or value to the transfer with regard to the transfer. Any transfer in violation of this bylaw will not be valid or recognized by this Association.

### **Termination of Membership**

- 3.15 Membership will terminate in this Association on any of the following events, and for no other reason:

1. Receipt by the Board of Directors of the written resignation of a member, executed by the member or the member's duly authorized attorney-in-fact.
2. The failure of a member to pay annual dues, assessments, and/or special assessments on or before their due date.
3. For cause, inconsistent with membership, after notice, trial, and conviction.

However, a member terminating membership status for reasons other than those stated in paragraph (2), above, may be completely and automatically reinstated if the member corrects the cause of termination before the Board of Directors formally adopts a resolution acknowledging the termination.

## **ARTICLE IV**

### **DIRECTORS**

#### **DEFINITION OF BOARD OF DIRECTORS**

- 4.01 The Board of Directors is that group of persons vested with management of the business and affairs of this Association.

#### **Structure of Board**

- 4.02 The Board of Directors will consist of a single class, the names and functions of which are designated as follows:

- a. President
- b. Treasurer
- c. Secretary

#### **Qualification of Directors**

- 4.03 The qualifications for becoming and remaining a director of this Association are as follows:
- 1. Directors may be residents of the Crosswinds Plan.
  - 2. Directors must be members of this Association.

#### **Number of Directors**

- 4.04 The number of directors of this Association will not be less than three (3) at any time.

#### **Terms of Directors**

- 4.05 The directors constituting the first Board of Directors will be appointed by the Declarant, can be removed by the Declarant at any time, and will hold office until 90% of the lots are not longer owned by the Declarant. Thereafter, the directors will be elected for a term of one year. Each director will hold the office for a term for which the director was elected and until a successor has been selected and qualified.

#### **Vacancies on the Board**

- 4.06 Any vacancy occurring on the Board of Directors, and any directorship to be filled by reason of an increase in the number of directors, will be filled by election by the members at a special meeting to be called by the Board or an officer. The new director elected to fill the vacancy will serve for the unexpired term of the predecessor in office.

#### **Location of Directors' Meetings**

- 4.07 Meetings of the Board of Directors, regular or special, will be held at such place or places as the Board of Directors designates by resolution duly adopted.

#### **Regular Directors Meetings**

- 4.08 Regular meetings of the Board of Directors will be held at To Be Determined on To Be Determined. If the date set forth meeting falls on a legal business holiday,

then the meeting will be held instead on To Be Determined. This provision of the By-laws constitutes notice to all directors of all regular meetings, and no further notice shall be required, although further notice may be given.

#### **Notice of special Directors Meetings**

- 4.09 Written or printed notice stating a place, day, and hours of any special meeting of the Board of Directors will be delivered to each director not less than fifteen (15) or more than thirty (30) days before the date of the meeting. Either personally, or by first-class mail, by or at the direction of the president, or the secretary, or the directors calling the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the director at the director's address as it appears on the records of this corporation, with postage prepaid. The notice need not state the business to be transacted at, nor the purpose of, the meeting.

#### **Call of Special Board Meetings**

- 4.10 A special meeting of the Board of Directors may be called by either:
1. The President
  2. A number constituting a quorum of the Board of Directors

#### **Waiver of Notice**

- 4.11 Attendance of a director at any meeting of the Board of Directors would constitute a waiver of notice of that meeting except when a director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

#### **Quorum of Directors**

- 4.12 The majority of the whole Board of Directors will constitute a quorum; provided, that in no event will a quorum consist of one-third of the whole board. The act of the majority of the directors present at a meeting at which quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Non-profit Corporation Law of 1988, the UPCA, the Articles of Incorporation of this corporation, or any provisions of these By-laws.

### **ARTICLE V**

#### **OFFICERS**

##### **Roster of Officers**

prescribed authority of the Board of Directors in the management of this Corporation.

However, no Committee will have the authority of the Board in reference to affecting any of the following:

- (1) Submission to Members of any action requiring approval of Members under the UPCA
- (2) Filling of vacancies in the Board
- (3) Adoption, amendment, or repeal of By-laws
- (4) Amendment or repeal of any resolution of the Board
- (5) Action on matters committed by By-laws or resolution of the Board to another Committee of the Board

#### **Appointment of Committees**

- 7.02 The Board of Directors, by resolution duly adopted by a majority of the Directors in office, may designate and appoint one or more Executive Committees and delegate to these Committees the specific and prescribed authority of the Board of Directors to exercise in the management of this Corporation. However, the creation of Executive Committees will not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

### **ARTICLE VIII**

#### **OPERATIONS**

##### **Fiscal Year**

- 8.01 The fiscal year of this Association will be a calendar year.

##### **Execution of Documents**

- 8.02 Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Association will be signed by the Treasurer and countersigned by the President. Contracts, leases, or other instruments executed in the name of and on behalf of the Association will be signed by the Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Directors certified by the Secretary authorizing their execution.

##### **Books and Records**

- 8.03 This Association will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Directors,



and Committees. The Association will keep at its registered office a membership register giving the names, addresses, classes, and other details of the membership of each member, and the original or a copy of its By-laws including amendments to date certified by the Secretary of the Association.

#### **Inspection of Books and Records**

- 8.04 All books and records of this Association may be inspected by any Member, or the Member's agent or attorney, for any proper purpose to any reasonable time on written demand under oath stating the purpose of the inspection.

#### **Nonprofit Operations**

- 8.05 This Association will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Directors, or Officers. However, the Association may pay compensation in a reasonable amount to Members, Officers, or Directors for services rendered.

#### **Loans to Management**

- 8.06 This Association will make no loans to any of its Directors or Officers or to any of its key management or other personnel.

### **ARTICLE IX**

#### **Indemnification**

- 9.01 The Association shall defend and indemnify, in the circumstances and to the extent permitted by law, any officer or director with respect to any claim or demand asserted against them for acts or omissions in their capacity or alleged capacity as a representative of the Association. Notwithstanding the foregoing, no such right to defense or indemnity shall exist where the act or omission in question involves the willful misconduct or recklessness, the receipt of a personal benefit from the corporation to which no right of entitlement existed, or other circumstances under which the law bars the providing of such defense and indemnity.

### **ARTICLE X**

#### **AMENDMENT**

#### **Modification of By-laws**

- 10.01 The power to alter, amend, or repeal these By-laws, or to adopt new By-laws, to

the extent allowed by law, is vested in the members of the Association. An amendment may be accomplished only upon a 2/3 vote of the members of the Association, except that any amendment affecting the ability of the Declarant to seek or lease units shall only require the approval of the Declarant.

## **ARTICLE X**

### **Conflicts**

- 10.01 In case of a conflict between these By-laws and the Declaration of Covenants, the Declaration shall control.

## **ARTICLE XI**

### **Adoption of By-laws**

- 11.01 The above By-laws are adopted by the Board of Directors by resolution.

**CROSSWINDS PLAN OF LOTS, A PLANNED COMMUNITY**

Purchaser Should Read This Document Carefully for His or Her Own Protection

**PUBLIC OFFERING STATEMENT**

NAME OF PLANNED COMMUNITY: Crosswinds Plan of Lots, A Planned Community

LOCATION OF COMMUNITY: Township of Moon  
Allegheny County, Pennsylvania

NAME OF DECLARANT: TRUE LINE CORPORATION a Pennsylvania Corporation

ADDRESS OF DECLARANT: True Line Corporation  
470 Old Frankstown Road  
Monroeville, Pennsylvania 15146

Pennsylvania law requires that the original seller of the planned community units disclose fully and accurately the characteristics of the units being offered for sale. This Public Offering Statement is the means by which such disclosure is to be made and is given in compliance with Section 5402 of the Pennsylvania Uniform Planned Community Act, 68 Pa. Cons. Stat. §5101 et seq.

**IMPORTANT NOTICE (§5402(a)(13)):**

- Noted  
TBL*
- A. ~~UNDER THE LAW A PURCHASER OF A PLANNED COMMUNITY UNIT IS AFFORDED A FIFTEEN-DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT OF SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE FIFTEEN-DAY PERIOD BEGINS RUNNING ON THE DATE OF DELIVERY OF A PUBLIC OFFERING STATEMENT. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.~~
- B. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO THE GREATER OF 5% OF THE SALE PRICE OF THE UNIT UP TO \$2,000, OR ACTUAL DAMAGES.
- C. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN FIFTEEN DAYS BEFORE SIGNING A CONTRACT OF SALE, HE OR SHE CANNOT CANCEL THE CONTRACT.

INTRODUCTION: The Declarant presents this proposal for unit ownership of certain real estate located in Township of Moon, Allegheny County, Pennsylvania. The Declarant proposes to construct 81 units (and reserves the right to construct more) residential structures each containing one or multiple living units with accompanying improvements including utility lines and storm water drainage facilities. The land and structures will constitute a planned community known as Crosswinds Plan of Lots.

As required by law, this Public Offering Statement summarizes the significant features of the formal legal documents required for the creation and operation of the development. It also presents other information of importance to the prospective purchaser. Attached exhibits to this Public Offering Statement include a copy of the recorded Declaration, By-Laws of the Association and samples of an Agreement of Sale and Deed for a unit. There are no contracts or leases or other agreements of a material nature to the Planned Community that will or may be subject to cancellation by the Association under Section 5305 of the Act.

THE PLANNED COMMUNITY CONCEPT: The term "planned community" refers to a form of real estate ownership. A planned community is real estate with respect to which a person, by virtue of ownership of an interest in any portion of the real estate, is or may become obligated by covenant, easement or agreement imposed on the owner's interest to pay an amount for real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the real estate other than the portion or interest owned solely by the person. The term excludes a cooperative and a condominium, but a condominium or cooperative may be part of a planned community. Ownership includes holding a leasehold interest of more than twenty years, including renewal options, in real estate.

Real estate which is owned in a planned community contains two distinct types of

5.01 The Officers of this Corporation will consist of the following personnel:

- (1) A President
- (2) A Secretary
- (3) A Treasurer

#### **Selection of Officers**

5.02 Each of the Officers of this Corporation will be elected and appointed annually by the Board of Directors. Each Officer will remain in office until a successor to the office has been selected and qualified. Elections will be held at the regular meeting of the Board of Directors.

#### **Multiple Officeholders**

5.03 In any election of Officers, the Board of Directors may elect and appoint a single person to more than one office simultaneously.

#### **President**

5.04 The President is the Chief Executive Officer of this Association and will, subject to the control of the Board of Directors or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office and any other duties that may be required by these By-laws or prescribed by the Board of Directors.

#### **Secretary**

5.05 The Secretary will keep minutes of all meetings of Members and of the Board of Directors, be the custodian of the corporate records, give all notices as are required by law or by these By-laws, and generally, perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Articles of Incorporation, or by these By-laws, or that may be assigned by the Board of Directors.

#### **Treasurer**

5.06 The Treasurer will have charge and custody of all funds of this Association, and will deposit the funds as required by the Board of Directors, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, render reports and accountings to the Directors and to the Members as required by the Board of Directors or by Members or by law. The Treasurer will perform in general all duties incident to the office of Treasurer and any other duties as may be required by law, by the Articles of Incorporation, or by these By-

laws, or that may be assigned by the Board of Directors.

### **Removal of Officers**

- 5.07 Any Officer elected or appointed to office may be removed by the persons authorized under these By-laws to elect or appoint Officers whenever in their judgment the best interests of this Corporation will be served. However, any removal will be without prejudice to any contract rights of the Officer so removed.

## **ARTICLE VI**

### **INFORMAL ACTION**

#### **Waiver of Notice**

- 6.01 Whenever any notice is required to be given under the provisions of the Uniform Planned Community Act of 1996, or these By-laws, a waiver of the notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to the giving of the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

#### **Action by Consent**

- 6.02 Any action required by law or under the Articles of Incorporation of this Corporation or these By-laws, or any action that otherwise may be taken at a meeting of either the Members or Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all persons entitled to vote with regard to the subject by all the persons entitled to vote with regard to the subject matter of the consent, or all Directors in office, and filed with the Secretary of the Corporation.

## **ARTICLE VII**

### **COMMITTEES**

#### **Definition of Executive Committees**

- 7.01 This Corporation may have certain Committees, each of which will consist of one or more Directors. Each Executive Committee will have and will exercise some

property, "Units" and "Common Elements". Units are portions of the planned community set aside for individual ownership. In the case of a residential planned community such as Crosswinds Plan of Lots, the Units are the separate living quarters, which are owned by and may be used only by the Unit Owner. Common Elements include "controlled facilities" which is defined as real estate within a planned community that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by an association of the Unit Owners. As to "controlled facilities", the Unit Owners do not own any interest in the facility, but have an obligation through the Association to maintain, improve, repair, replace and manage the facility. There are no controlled facilities.

DESCRIPTION OF DEVELOPMENT (§5902(a)(2)): The Crosswinds Plan of Lots development is located on a site containing approximately 66 acres at Becks Run Road. Declarant plans to develop the site in three phases consisting of 81 units.

The Declarant intends to complete the project as planned. However, the Declarant is under no obligation to complete the plan and development may stop at any stage short of completion and the land may be sold or put to other uses. Declarant has the right to withdraw any or all of the land from the development at any time within the 10 years following creation of the Association without the consent of any unit owner.

The Declarant has reserved the right to all Additional Real Estate in the Declaration. At present, the Declarant has not identified such Additional Real Estate. If added, the Additional Real Estate will not exceed (3) units per acre.

Construction of the buildings is projected to begin in February, 2002, and is expected to

be completed by December, 2010.

DESCRIPTION OF INDIVIDUAL UNITS (§5402(a)(3)): As a general matter, each Unit will consist of a single-family dwelling on a subdivided lot as described in the deed for that lot and structure.

All Units will be substantially complete prior to the conveyance of any Units. All Units which may be constructed in a subsequent Phase will be substantially complete prior to the conveyance of any Units purchased. Water and sewer service for the Units is public. Water service is provided to the Units by Municipal Authority of Moon Township. Sewer service is provided to the Units by the Municipal Authority of Moon. Natural gas is provided to the Units by Peoples Gas. Electricity is provided to the Units by Duquesne Light.

DESCRIPTION OF COMMON ELEMENTS: The Common Elements for this development are a "common facility" consisting of an open area of land including a storm water detention pond shown on the plans for Crosswinds Plan of Lots, recorded in the Recorder's Office of Allegheny County in Plan Book Volume 233, Page 27-28 inclusive and Plan Book Volume 239 Pages 151-154 inclusive. The Unit owners will be jointly responsible for repair, maintenance and replacement of the Common Elements, specifically the repair, replacement and maintenance of and the cutting of the grass around and in the open area described above which includes a storm water detention pond. The maintenance, repair, and replacement of the storm water detention pond as well as the cutting of the grass will be the obligation of the Association and the cost of that maintenance, repair and replacement will be common expenses assessed by the Association to the Unit owners.

A share is assigned to each Unit and is calculated by dividing one by the total number of all Units in the planned community. If the planned community is expanded by addition of subsequent Phases, the share of each Unit will be recalculated on the basis of the aggregate



number of units.

? The Declarant shall complete the streets and the installation of utility lines to serve the Units sold to purchasers. The streets will be offered for dedication to the Township of Moon after they are completed and the street maintenance and repair will be the obligation of Township of Moon. DESCRIPTION OF PLANNED COMMUNITY DOCUMENTS (§5402(a)(6)): The official documents creating and providing for the regulation of the planned community are the Declaration and the Bylaws or Code of Regulations. These legal documents will be described briefly here. The complete documents are available for examination as described above.

The Declaration is the initial document that creates the planned community and sets forth the basic rights and responsibilities of both the Declarant and the Unit owners. The Declaration provides for the creation of a Planned Community Association, which is the governing body of the community and a board of director which conducts day-to-day business on behalf of the Association. Each Unit Owner is a member of the Association and each Unit has one vote.

Among its powers, the Board has the authority to adopt such reasonable rules and regulations as may be necessary for the operation of the association. The Board also adopts an annual budget that serves as the basis for determination of the annual assessment for common expenses. If the Unit Owners Association disapproves the proposed budget by majority vote within 30 days of its adoption by the Board, it cannot become effective.

The Board consists of three (3) members. Initially those members will be appointed by the Declarant. The purpose of the Declarant's retaining control of the Executive Board in the early stages of the planned community's existence is to assure the stability of the Association and to administer the community's affairs until the new Unit Owners have become familiar with the project. The Declarant also has the right to remove any of its appointees at any time.

The Bylaws provide for increasing control of the Executive Board by the Unit Owners as

Units are sold. The Executive Board elects as officers a president, a secretary and a treasurer, who will serve as officers of both the Board and of the Community Association. The maximum period for which the Declarant shall control the appointment of any member of the Board shall be until 75% of the lots are no longer owned by the Declarant. After the period of the Declarant's control of the Board, all members will be elected by the Unit Owners.

The Association will hold an annual meeting to conduct its business and such special meetings as may be called for by the Board or the Unit Owners pursuant to the Bylaws. Meetings of the Executive Board may be more frequent. Units Owners are entitled to receive notice of and to attend these Board meetings.

Procedures have been established allowing amendment of both the Declaration and the Bylaws. In the case of the Declaration, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant may amend the Declaration at any time until the document has been approved by the Veteran's Administration and/or the Department of Housing and Urban Development in order to gain that agency's approval. Upon recordation of such amendment, all lot owners will be given notice of such amendment. All amendments must be made in the following manner: The Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded and will take effect immediately upon recordation.

Amendment of the Bylaws may be accomplished only upon two-third vote of the members of the Association. Any amendment affecting the Declarant's ability to sell or lease Units it owns will require the written approval of the Declarant.

SUMMARY OF FINANCIAL MATTERS: As indicated above, Unit Owners will be assessed to obtain the funds necessary to meet the budget of the Crosswinds Plan of Lots, and, if necessary, to establish a reserve fund for anticipated expenses. The assessment will be made annually, but payment of the assessments will be on a monthly basis.

Assessment. The amount assessed against each Unit will be based on its corresponding share. For example, if a Unit has a 3% share, the Unit Owner will be assessed an amount equal to 3% of the total annual budget. The Declarant will pay a common expense assessment on all completed but unsold Units. The Declarant's assessment on unsold Units, however, will be limited to a maximum sum of no more than \$1.00 a month. As unsold Units are sold, the common expense assessment for that Unit will be determined on the same basis as for other Units not owned by the Declarant.

Budget. A budget will be prepared from time to time as required and when prepared will cover all anticipated common expenses for the upcoming fiscal year. The budget will also include whatever amount the Executive Board considers necessary as an adequate reserve to provide for unforeseen contingencies, working capital and repair or replacement of Common Elements.

Balance Sheet. No Association balance sheet is available at this time because the Association has yet to receive any payments or transact any business. The repair and upkeep of all Common Elements is a common expense for which the Association is responsible. Maintenance of the Unit is the responsibility of the Unit Owner.

All amounts properly assessed against a Unit by the Association give rise to a lien on that Unit. The Unit Owner cannot dispose of the Unit free of this lien until he or she pays the underlying assessments secured by the lien. The Unit Owners Association may obtain payment of past due assessments by foreclosure of the lien, resulting in a forced sale of the Unit, or by

suing the Unit Owner. If an assessment is payable in installments, the full amount of the assessment becomes effective as a lien from the time the first installment becomes due. Any past due installments will bear interest at a rate of 8% per year.

The provisions outlined above are designed to ensure and enhance the well-being of the community. To secure continued enjoyment of the common property for all Unit Owners, the Association must have the ability to collect the funds necessary to properly maintain the Common Elements.

Fee Due at Closing (§5402(a)(9)). Purchasers will not be required to pay any fee for Common Elements at closing.

Deposits (§5402(a)(15)). Deposits, if any, made in connection with the purchase or reservation of a Unit at the time a Sales Agreement for a Unit is signed ("Purchase Deposits"), will be held in a non-interest bearing escrow account in accordance with Pennsylvania law. Any such Purchase Deposits will be returned to the purchaser if he cancels the Agreement of Sale within 15 days as specified in the Act. At this time the Declarant does not anticipate that any Purchase Deposit will be required from the purchaser of a Unit. This paragraph does not include deposits or payments made in payment of or on account of extras, changes or custom work, which may be collected but are not required to be placed in escrow.

Fees or Charges For Use of Common Elements (§5420(a)(18)). The funding of all common expenses, shall be through the common expense assessment. Other than that assessment, the Association documents anticipate no current or expected fee to be paid by Unit Owners for maintenance of any of the Common Elements of the development.

INSURANCE (§5402(a)(17)). The Declarant does not at this time anticipate the need to obtain any insurance for the Common Elements. Each Unit owner will be responsible for their own insurance covering their Units including the Common Elements thereto.

WARRANTIES (§5402(a)(12)): Unit Owners receive a statutory 2 year warranty covering any structural defects (a structural defect is actual physical damage to the following designated load bearing portions of the home caused by failure of such load bearing portions which effect their load bearing function to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: (1) foundation systems and footers; (2) load bearing beams; (3) load bearing walls; and (4) roof trusses) in their Unit subject to the following exceptions:

1. Defects in appliances and equipment covered by manufacturers', subcontractors', or firms' warranties.
2. Damage or chipping to appliances, light fixtures or electrical fixtures brought to the attention of Maronda Homes.
3. Concrete, including flaking and discoloration.
4. Masonry, including discoloration or non-uniformity in hardness and porosity of bricks.
5. Cracks in brick, mortar, sheet rock and caulking materials, including cracks from foundation movements due to expansion and contraction of soil and/or drainage conditions.
6. Settlement, expansion, contraction and warping of materials, including grout between ceramic tiles, lumber and millwork.
7. Paint, wood grains and stain finishes, including variations in color.
8. Asphalt driveways, including pitting or deterioration due to homeowner neglect or abuse, and vegetation growing into or through driveways.
9. Damage from condensation (which takes place in a home whenever warm, moist air comes into contact with colder surfaces such as windows, basement walls, exposed pipes or attic areas).
10. Window screens.
11. Damage caused or made worse by:
  - Negligence or improper maintenance or operation by anyone other than Maronda Homes, its employees, agents and subcontractors,

-Failure of anyone other than Maronda Homes or its employees, agents, or subcontractors to complete warranty requirements of manufacturers of appliances, equipment or fixtures,

-Changes to the grading of the ground by anyone other than Maronda Homes, its employees, agents or subcontractors,

-Material or work supplied by anyone other than Maronda Homes, its employees, agents or subcontractors,

-Normal wear and tear or normal deterioration.

12. Loss or damage resulting from accidents or acts of God including but not limited to: fire, explosion, smoke, changes in the level of the underground water table, glass breakage, wind, hail, lighting, falling trees, aircraft, vehicles, floods, earthquakes, theft and vandalism.

13. Damage resulting from undisclosed subsoil conditions, lawns, landscaping and defects caused by the failure to provide normal maintenance of the home.

14. Non-residential use. Damage which arises while the home is being used primarily for non-residential use.

15. Personal expenses or personal property that is damaged or destroyed.

Except for these warranties, the Unit and the Common Elements are offered in an "as is" condition.

RESTRICTIONS ON USE/ALIENATION (§5402(a)(16)): The Units and declared Common Areas of the Planned Community are restricted to residential use only, except that the Declarant has reserved the right to conduct marketing activities for unsold units including the creation of a model unit to be shown to prospective purchasers.

The property of the Unit Owners is also subject to a number of easements reserved by the Association and the Declarant and described more fully in the Declaration. Generally, these easements include such things as easements for utilities, easements to facilitate repair of common elements, easements for access to common areas and easements for support.

The development property may in the future be subject to liens given as security for construction loans. The Declarant is required by law to release liens affecting the title of any Unit prior to conveyance of that Unit. The Units will be conveyed free of any liens other than those placed on the Unit by the purchaser.

There are no restrictions on alienation of the property of a Unit Owner.

The Planned Community is subject to statutory easement, including:

(i) The easement provided by Section 5216 of the Act, which provides that the Unit or Common Element is subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it;

(ii) The provisions of Section 5217 of the Act, which provide that Declarant may maintain sales offices, management offices and models in portions of the Planned Community; and

(iii) An easement (provided for in Section 5218 of the Act) permitting the Declarant to use the Common Elements as may be reasonably necessary in order to facilitate the completion of the Planned Community or the exercise of any Special Declarant Rights.

DESCRIPTION OF FINANCING (§5402(a)(11)): Each purchaser may obtain his or her own financing or Maronda Homes, Inc. will assist purchasers in obtaining financing.

JUDGMENTS, PENDING LITIGATION (§5402(a)(14)): As of the effective date of this Public Offering Statement, the Declarant knows of no judgments or litigation pending or threatened which affects the development, the Common Elements or the Declarant's ability to convey clear title to the Units.

GENERAL INFORMATION: Any information about the Crosswinds Plan of Lots, not presented in this Public Offering Statement or contained in the exhibits must not be relied upon. No person has been authorized by the Declarant to make any representation not expressly

contained herein. This presentation may not be changed or modified orally.

The Declarant reserves the right to change the terms of this Public Offering Statement as they affect potential purchasers not then under contract. Any such change, however, shall not affect the substance of the Public Offering Statement with respect to prior purchasers or purchasers under contract.

PROPERTY REPORT (§5402(a)(22)): Declarant certifies that the useful life and estimated cost of replacing (in current dollars) the structural components of the Common Elements are as follows:

Item:	Useful life:	Cost of Replacement
<hr/>		
Storm Water Detention Pond	50 years	\$15,000

Since all of the homes to be constructed and improvements to be installed in the Planned Community will be new, all structural components and major utility installations will be new.

The expected useful life of each structural component and major utility installation in the Planned Community, together with the estimated cost (in current dollars) of replacing each of the same, are estimated in the following schedule (the information provided below is only a good faith current estimate of the Declarant based on its familiarity with the construction of the homes and other improvements in the planned community and is not a warranty or representation of any kind):

Estimated Replacement Cost (in current dollars) (per home) (based on the model home to be constructed by the Declarant)

Item:	Useful life:	Cost of Replacement
Roof	20 years	\$1,500-\$2,000



Water line	30 years	\$3,000
Drain line	100 years	\$3,000
Electrical wiring	30 years	\$5,000

(The foregoing useful life estimates assume ongoing full and proper maintenance and repair and no misuse or casualty.)

MASTER ASSOCIATION (§5402(a)(24)): Declarant is not aware of any existing circumstances under which the Association is to become a Master Association or part of a Master Association.

GOVERNMENTAL APPROVALS AND PERMITS (§5402(a)(25)): Below is set forth a list of all governmental approvals and permits required for the use and occupancy of the Planned Community including for each the name and expiration date of such approval or permit that has been obtained. All permits or approvals necessary for the use and occupancy of the Planned Community have been obtained with the exception of those approvals necessary in connection with the construction of each particular Unit which approvals will be obtained by the Declarant as dictated by the requirements of applicable law and regulation.

NOTICES OF VIOLATIONS OF GOVERNMENTAL REQUIREMENTS (§5402(a)(26)): There are no outstanding and uncured notices of violations of governmental requirements to the best of Declarant's current knowledge.

HAZARDOUS CONDITIONS (§5402(a)(27)): Declarant has no knowledge of any of the following:

(i) Any hazardous waste conditions including contamination affecting the Planned Community Site by hazardous substances, hazardous waste or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.

(ii) Any finding or action recommended to be taken by any governmental body, agency

or authority in order to correct any hazardous conditions.

Section 3402(a)(27) of the Act requires the Declarant to provide you with the addresses and telephone numbers set forth below of the Pennsylvania Department of Environmental Resources and the United States Environmental Protection Agency where you may obtain information about the environmental conditions of the Property.

Pennsylvania Department of Environmental Resources  
Southwest Region  
400 Waterfront Drive  
Pittsburgh, PA  
(412) 442-4400

United States Environmental Protection Agency  
Region III  
841 Chestnut Building  
Philadelphia, PA 19107  
578-8030 or (304) 234-0234

MODIFICATIONS. This Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or as otherwise required by the Act. The Declarant will mail copies of all such amendments to any persons who are parties to valid and binding Sale Agreements respecting any Unit or Units.

ANY INFORMATION OR DATA REGARDING THE PLANNED COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY STATEMENT, REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN. THIS OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY THE DECLARANT.

Membership and Voting Rights

Section 1. Members. Each Lot is assigned one membership in the Association. The ownership of the membership shall be appurtenant to and may not be separated from ownership of the Lot.

Section 2. Membership Classes and Voting Rights. The Association shall have three classes of voting membership:

Class A. Single Family Structures. Class A members shall be all Owners, except the Declarants, of Lots upon which is constructed or is to be constructed a single family attached or detached home, and shall be entitled to one vote for each such Lot, so owned.

Class B. Non-Owner Residents. Class B members shall be non-owner residents of Lots and Living Units, except Declarants, except that Class B members shall not be permitted to vote.

Class C. Declarants. Class C member shall be the Declarants. It shall be entitled for all purposes to six (6) votes for each Lot, including Living Unit, owned except that the Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) When Declarants are the Owner of 25% or less of the Lots and Living Units planned for development in a Phase of the development of the Properties; provided that Lots and Units being sold under Installment Land Contracts, counted for the purpose of determining said 25% figure, shall be taken at 75% of their actual number; or
- (b) On the anniversary date seven (7) years after recording of Crosswinds Declaration of Covenants, Conditions and Restrictions.

Section 3. Joint Owners or Occupants. When more than one person owns a Lot, and when more than one person resides at a Lot owned by another, the votes or vote attaching to the Lot shall be voted as undivided single votes, but all of such individuals shall be entitled to attend meetings and, with that limitation of having the vote among them, participate therein. Once a vote is cast without a contest, it shall be final and not reviewable.

ARTICLE IV

Covenants for Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments. The

Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements.

If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s), together with incidentals of interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and until it is paid shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such incidentals, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment was made.

Section 2. Purpose of Assessments. The assessments levied by the Association hereunder shall be used exclusively for the improvement and maintenance of the Storm Water Detention facilities and common elements, or for any other purpose and any common open spaces in the common area.

Section 3. Annual Operating and Maintenance Assessments. Maximum annual assessments are to be established by the Board of Directors of the Association for the various membership classes, with the following restrictions:

- (a) Until a Lot is made ready for building on it from the installation of a finished road, and utilities of water, sewage, gas, electric, and surface drainage, there shall be no assessment against it.
- (b) While a Lot is benefited but is without a building and occupancy it shall be assessed up to 10% of Maximum Annual Assessment aforesaid.
- (c) Until not over one year from the time that a house or Living Units in a building are substantially finished and ready for occupancy, the same shall continue to be assessed as under (b) above.
- (d) Assessment under (b) and (c) shall relate fairly to the actual costs to the Association for the Storm Water Detention Ponds and common elements, or for any other purpose, and any common open spaces in the common area resulting service and benefit the Lot or Living Units.
- (e) One year after the house or Living Units are substantially completed and ready for occupancy, or whenever they become occupied, whichever occurs first, the same shall be assessed fully.

- (f) The Board of Directors may increase the maximum annual assessment to meet demonstrable cost increases.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a Special Assessment;

- (a) For Capital Improvements. Applicable to any one year only, or to coincide with the time requirements under outside financing, for the purpose of raising the sums needed for such financing and/or for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Storm Water Detention Ponds and common elements, or for any other purpose, and any common open space in the common area including fixtures and personal property related thereto; and every such assessment shall have the assent approval of such assessment and shall be effective for the life of the need for it.

- (b) Reserves for Major Repairs and/or Replacements. The Board shall create such a fund for the Storm Water Detention Ponds, open spaces and all common areas as it deems appropriate. An amount for such purposes so determined shall be added to the regular assessments for operating and maintenance. The amount shall be uniform, or adjusted equitably according to circumstance, as the Board shall determine. The fund shall be kept in an interest bearing account, or be held otherwise at higher income with equal or comparable security. It, principal and interest, as the fund, shall be used only for the stated purposes and not otherwise without the approval of two-thirds (2/3) of all votes of all Owners. The funds shall be the property of the Association. The interests of the Owners therein shall be equitable and appurtenant to and inseparable from their respective titles. This Section may be adapted to reserves for Limited Open Space.

- (c) Reserves for Addition to the Storm Water Detention Ponds. With the approval of two-thirds (2/3) of all votes of all Owners, the Board shall create a Special Reserve fund for identified addition or improvement to the Storm Water Detention Ponds, open spaces and all common areas. It shall be funded, managed, used, and owned in all respects, as is the fund under Section (b), next above.

Section 5. To Obtain Necessary Approvals of Owners. Written notice of any meeting called in accordance with the Bylaws of the Association, for the purpose of taking any action, shall be sent to all members not less than fifteen (15) not more than thirty (30) days in advance of the meeting. If the required quorum is not represented and present, the President, with the approval of a majority of the Board, including himself, may declare the proposed action as rejected, without any further meeting on it, or another meeting may be called subject to the same notice requirement. A meeting without the votes needed for proposed action may continue for purposes of discussion and planning.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, semi-annual or annual basis, as the Board shall determine.

Section 7. Effect of Nonpayment of Assessments - Remedies of the Association. All assessments under this Article are "assessments" and any not paid within thirty (30) days after the due date shall be increased by the amount of legal fees as the Association may have incurred and may yet incur with reference to it until it is collected, and as so increased it shall bear interest at the legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same; and the Association may proceed on the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Open Space or abandonment of his Lot. The Board may impose such late charges, as it deems appropriate.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot by its Owner shall not affect any assessment lien. However, the bona fide sale or transfer of any Lot pursuant to or in lieu of mortgage foreclosure, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due and from the lien thereof.

Section 9. Exempt Property. All properties dedicated to, and accepted by, a local public authority, and all properties owned by the Association, or by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania, and to the extent provided by said laws, shall be exempt from the assessments created herein. However, no such Lot devoted to residential use shall be exempt from said assessments, charges, and liens, hereunder whatever its ownership.

## ARTICLE V

### General and Miscellaneous Provisions

#### A. General Provisions

Section 1. Enforcement. The Association, or any Owner, according to his interest, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by and under the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no case be deemed an abandonment of or change in the same, or a waiver of the right to do so thereafter on the same or other circumstances.

Section 2. Severability. Invalidation of any one or part of these covenants or

restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. References. Unless the context clearly provides otherwise, all references to action by the Association shall mean action by its Board of Directors. All pronoun and other references shall be read and applied according to their context and circumstances.

#### B. Miscellaneous Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the recording of the Plan and automatically extended for successive periods of ten (10) years, unless within the last year, prior to such twentieth year anniversary date, or prior to any successive ten year anniversary date, the covenants and restrictions of this Declaration are declared terminated by duly recorded action of the Association approved by ninety percent (90%) of all of the Owners of all Lots.

Section 2. Amendment. This Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of all Lots provided that as to any matter herein which requires a greater approval shall not be changed as to such requirements without itself being approved accordingly. Any amendment must be recorded and takes effect immediately upon recordation, or as may be provided therein.

Section 3. Annexation by Owners. After Declarants' control of development of the Properties, additional property and Storm Water Detention Ponds may be annexed to the Properties by vote or consent of Owners having two-thirds (2/3) of the vote of all of the Owners of all of the Lots.

Section 4. Conflicts and Interpretations. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control. Interpretations where necessary shall be made by the Board of Directors with due regard for the purposes and spirit of this Declaration.

Section 5. Mortgages. Each Lot Owner shall have the right to mortgage or encumber only his own Lot. The lien thereof, and foreclosure thereon shall, however, include the Lot and all rights, obligations, terms and conditions generally hereof as relate to a Lot, a Unit, and their Owner(s). A mortgagee succeeding to ownership shall thereupon be an Owner.

### ARTICLE VI

#### Declarant's Rights

(a) Until the sixtieth day after conveyance of twenty-five (25%) percent of the lots to lot owners other than Declarant, Declarant shall have the right to appoint and remove any

and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by lot owners other than Declarant.

(b) No later than sixty days after conveyance of twenty-five (25%) of the lots to lot owners other than Declarant, one of the three members of the Board of Directors shall be elected by lot owners other than Declarant.

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(c) No later than the earlier of (i) seven years after the date of the recording of this declaration; (ii) sixty days after seventy-five (75%) percent of the lots which may be constructed on the property and the additional real estate have been conveyed to lot owners other than Declarant, (iii) two (2) years after Declarant ceases to offer units for sale in the ordinary course of business or (iv) two (2) years after Declarant last exercised any development right to add new units, all Declarant-appointed members of the Board of Directors shall resign, and the lot owners (including Declarant to the extent of lots owned by Declarant) shall elect a new five-member Board of Directors, and the By-laws of the Association shall be amended to increase the number of members of the Board of Directors from three to five.

11.2 Amendment. The Declarant shall have the right to amend this Declaration at any time to convert the Convertible Real Estate to lots or common facilities without consent of any lot owner. In addition, Declarant shall have the right to amend the Plats and Plans under § 5210 (e) and (f) of the Act for any purpose without the consent of other lot owners until 75% of the lots have been conveyed.

11.3 Reservations, Declarant's Rights. Declarant reserves the following rights and combination of rights:

- (a) To add real estate to the Planned Community.
- (b) To create Units and Common Facilities within the Planned Community including, but not limited to, all Additional Real Estate.
- (c) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.
- (d) To withdraw real estate from the Planned Community.

11.4 Reservations, Special Declarant Rights. Declarant reserves the following Special Declarant Rights to:

- (a) Complete improvements indicated on plats and plans under Section 5210 of the Act.
- (b) Add Additional Real Estate under Section 5211 of the Act.



- (c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.
- (d) Convert a Unit into two or more Units, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.
- (e) Maintain offices and signs under Section 5217 of the Act.
- (f) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Additional Real Estate under Section 5218 of the Act.
- (g) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.

11.5 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as Parcel "C" as recorded in Plan Book Volume 239 Pages 151-154 hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to add Additional real Estate to the Planned Community.

11.6 Assurance. The maximum number of Units that may be created within the Additional Real Estate is 26 (excluding Development Units). At such time as the Planned Community is expanded, the maximum number of Units per acre on the Additional Real Estate an aggregate will be no more than three (3) Units per acre. Any buildings to be constructed on the Additional Real Estate and Units therein shall be compatible in quality, materials and architectural style with the buildings and Units in the Planned Community except that no assurance is made as to size of buildings or Units. All Units are restricted to residential Use. Declarant makes no assurance (i) as to location of buildings or Units or other improvements and Limited common Element within the Additional Real Estate or the extent thereof, or (ii) that any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (iii) that the proportion of Limited Common Elements to Units created within any Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. Declarant expressly reserves the right to designate Limited Common Elements in the Additional

Real Estate and to make improvements. Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units are created in the Additional Real Estate, each Unit Owner shall be a member of the Association, each new Unit shall have one vote in the Association and each Unit shall have equal Common Expense Liability with all other Units for General Common Expenses (and each Unit shall have inability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4. The percentage of Common Expense Liability of each Unit shall be determined by dividing the total of the previously existing and any newly created number of Units into 100, and the quotient is the percentage of Common Expense Liability of each Unit for General Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described as Parcel "C" and operate the same without restriction. No assurance given herein shall apply to any portion of the Additional Real Estate not added to or withdrawn from the Planned Community.

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

## ARTICLE VII

### Use Restrictions

- (a) These restrictions shall run as covenants with the land and shall be binding on the undersigned, and all persons claiming under them until 2023, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots set forth above, it is agreed to change said covenants and restrictions in whole or in part.
- (b) None of the lots set forth above shall be used for any purpose other than for residential uses. No structures shall be erected or maintained on any building plot other than the one detached single-family dwelling and its appurtenant garage.
- (c) No building shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on said Plan as recorded.
- (d) No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (e) No trailer or tent shall be placed on any building plot, except for Maronda Homes, Inc.'s construction trailer. No garage or any structure other than the dwelling house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior constructions thereof shall have been completed.
- (f) Easements shown on said Plan of Crosswinds Plan, and reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as may be shown on said Plans as recorded. All lots are subject to such easements.
- (g) The owner of each lot covered by these covenants shall have an easement over all lots adjoining his property to discharge over those lots all surface waters that naturally rise in or flow or fall upon his property. All lots are subject to such an easement in favor of the owners of adjoining lots and their successors and assigns, which easement shall be a covenant running with the property. Any owner of a lot who, in violation of this covenant, institutes any legal proceeding against any adjoining owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

(h) No fence shall be erected on any building plot or along lines thereof, nearer to the road upon which said plot fronts than the main front wall of the dwelling house erected thereon, except that split rail fences or other open fences approved by Moon Township shall be acceptable, and no fence shall be built to a greater height than six (6) feet.

(i) No building shall be erected, placed, or altered on any building lot in this plan until the building plans and specifications have been approved in writing by Moon township.

(j) All driveways must have a minimum of crushed stone prior to occupancy. Driveways must be paved within one year of occupancy. Said paving to be homeowner's responsibility.

(k) Satellite dishes greater than 2 feet in diameter shall not be permitted on any lot or house. Television and radio antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot.

(l) No automobile or motor driven vehicles shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any lot unless the same are in a garage or at the rear of the dwelling and out the view from the curb in front of the dwelling; provided however, that the reasonable use of such vehicles as may be necessary during construction of a home on any lot shall not be prohibited by this requirement.

(m) No debris incidental to work on one lot may be placed on another lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason - beyond brief temporary suspension).

(n) No sign of any kind shall be displayed to the public view on any lot except one temporary sign of not more than four square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(o) All lawns must be either seeded or sodded for the entire front area, both sides, and to a minimum distance of twenty (20) feet to the rear of the house; said seeding or sodding to be done within six months or next immediate growing season after erection of house on lot, whichever occurs first. Said seeding shall be homeowners' responsibility.

(p) These covenants are made for the common benefit of all owners in said Plan who

by acquisition of their respective lots, shall be conclusively deemed to have accepted and agreed to these covenants, so that if the owner of any lot shall at any time violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or lots in said Plan to prosecute proceedings in law or in equity against such person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violations, including but not limited to expenses, losses, and attorney's fees incidental to such action.

(q) Any of the covenants at (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), and (p) may be modified in their applications and/or their terms, at the discretion of the undersigned, but only on the written recommendation of a simple majority of the lot owners, or on the recommendation of the lot owners acting through their established, and not an ad hoc association, and in either case after reasonable and general notice to and opportunity to be heard by the lot owners generally.

Invalidation of any one of the covenants or restrictions by judgement, decree, or order of Court, shall in no way effect any of the other provisions, which shall remain in full force and effect.

Witness the due execution hereof the 18<sup>TH</sup> day of  
August 2003.

ATTEST

TRUE LINE CORPORATION

  
Matthew B. Dickun, President

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF ALLEGHENY)

On this, the 18<sup>th</sup> day of August, 2003, before me, a Notary Public, the undersigned officer, personally appeared Matthew B. Dickun, who acknowledged himself to be the President of True Line corporation and that he as such President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President. In witness whereof, I hereunto set my hand and official seal.

Sworn and subscribed this 18<sup>th</sup> day of August, 2003

John L. Chaffo, Jr.  
Notary Public

