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**REVISED AND AMENDED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SOUTH PARK TRAILS, A PLANNED COMMUNITY
SOUTH PARK TOWNSHIP
ALLEGHENY COUNTY, PA**

**Henry E. Rea, Jr., Esquire
1109 Grant Building
Pittsburgh, PA 15219**

SOUTH PARK TRAILS, A PLANNED COMMUNITY

DECLARATION OF
PLANNED COMMUNITY

This Declaration, made this 17TH day of November, 2006, by Frontier Development Partners, LLC, (hereinafter referred to as "DEVELOPER"), a corporation having its principal place of business at P.O. Box 401, Bridgeville, PA 15017.

WITNESSETH:

WHEREAS, Frontier Development Partners, LLC, DEVELOPER, proposes to develop a parcel of land in the Township of South Park, County of Allegheny, Commonwealth of Pennsylvania, to be called "South Park Trails" (the "Planned Community") which is more particularly described in Exhibit "A", attached hereto (the "Property"); and

WHEREAS, DEVELOPER proposes to cause the Property to be subjected to the covenants, conditions, easements and restrictions, herein provided, for the purpose of preserving and enhancing the value of the Property and for the benefit and enjoyment of the persons residing thereon; and

WHEREAS, DEVELOPER has deemed it desirable, for the efficient preservation of the values and amenities in the Planned Community, to create an agency to which will be assigned the power of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Foltz Development Corporation, now Frontier Development Partners, LLC, has heretofore recorded a Declaration of Covenants, Conditions and Restrictions dated March 28, 2006 and recorded in Allegheny County, PA. As document 2006-8819 which document is now revised and amended with this document; and

WHEREAS, DEVELOPER has created a non-profit corporation known as SOUTH PARK TRAILS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, DEVELOPER hereby declares that all of the land described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors and assigns.

SUBMISSION

DEVELOPER hereby makes the Property subject to the following covenants, conditions, reservations and restrictions. It is the intent of the DEVELOPER that the Property subject to this Declaration shall constitute a "planned community," as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act").

ARTICLE I

DEFINITIONS

Section 1. Association. An incorporated Association known as SOUTH PARK TRAILS HOMEOWNERS ASSOCIATION, INC., made up of all Lot Owners of SOUTH PARK TRAILS.

Section 2. Common Areas. Any part of the Property which the Association owns, not including individual Lots.

Section 3. Common Expenses. These shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Areas and Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Common Property; (4) expenses declared common by this Declaration; (5) expenses declared common by the Board.

Section 4. Common Property. All real and personal property owned by the Association for the common use and enjoyment of the Owners including the property shown on the recorded subdivision plan or over which the Association has an easement of maintenance for the use and enjoyment of the Owners.

Section 5. Developer. Foltz Development Corporation, its successors and assigns, including any successor in interest who takes title to any portion of the property for the purpose of developing it in accordance with this Declaration. Ryan Homes, Inc. is specifically excluded from this definition unless Special Declarant Rights are transferred to Ryan Homes, Inc. through a signed and recorded instrument in accordance with the requirements of §5304 of the Act.

Section 6. Lot. Each of the lots intended for individual separate ownership on a single-family dwelling is to be constructed, which may be added to the Planned Community in accordance with the terms hereof.

Section 7. Member. Those Owners who are members of the Association, as provided in Article II hereof.

Section 8. Property. The real property described in Exhibit A.

Section 9. Lot Owner. The owner, by recorded deed, of a lot.

ARTICLE II

MEMBERSHIP MEETINGS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Lot Owner in SOUTH PARK TRAILS shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. Each Lot shall be entitled to one vote.

Section 3. Annual Meeting. The Association shall have an Annual Meeting to be held during the month of November at such place as the Board of Directors selects within Allegheny County.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or for the duration of the infraction, whichever is longer
- (b) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by a majority of the Lot Owners at a meeting held for such purpose;
- (c) the right of the DEVELOPER during the development and construction of the property to modify and amend the areas designated as Lots or Common Property, including, but not limited to establishing and/or altering easements and rights of way, as may be reasonable and appropriate for engineering or architectural reasons and as dictated by marketing experience, provided, however, that the quantity of Common Property will not be substantially diminished;
- (d) the right of the DEVELOPER in and to a construction easement over, upon, under and through all of the Common Property until completion of all development and construction. Said easement shall include but not be

restricted to: installation of utilities, walks, roads, driveways and parking areas; grading, seeding and landscaping; parking for construction vehicles, trailers, workmen and open house or promotional activities; use of Lots for sales models and construction or project sales offices; erection of signs and temporary structures such as sales offices and construction trailers; construction of storm water detention areas and detention ponds and any other easement required by any governmental agency;

(e) the right of the DEVELOPER to grant easements upon, across, over, under, in and to any part of properties to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to cable television service, security and similar systems, water, sewer, gas, telephone detention pond and electricity and any additional easements as the DEVELOPER should deem necessary.

Section 2. Delegation of Use. Any Owner may assign his right of enjoyment to the Common Property and facilities to members of his (or her) family, tenants or contract purchasers who reside on the property.

Section 3. Title to Common Property. Title to the Common Property shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building restrictions, all exceptions, easements and conditions as the same may be and appear in proper instruments of record, including those set forth in this Declaration.

Section 4. Walking Trail. There will be a walking trail from High Street to Pleasant Street. The primary purpose of this trail is for school children to walk safely to Pleasant Street and get their school bus. This walking trail will be the responsibility of the South Park Trails Homeowner's Association. The Homeowners Association shall be responsible for the ownership, maintenance and repair of the walking trail into perpetuity. The Homeowners Association will maintain a reasonable amount of liability insurance on this trail. This is a pedestrian walking trail. No bicycles, skateboards, rollerblading, or other types of activities will be permitted on this walking trail. This walking trail is considered common property.

Section 5. Storm Sewer Water Collection System. The storm water collection system which is not located in the South Park Township Road Right of Way is deemed to be Common Property, and the maintenance, repair and replacement of this system is the responsibility of the Association. Notwithstanding the foregoing, the maintenance, repair and replacement of storm water laterals on each Lot leading to this collection system is the obligation of each individual Lot Owner.

The Board of Directors shall have the responsibility for maintenance, repair, reconstructing and/or rebuilding the storm water collection facility and to have a maintenance schedule for the storm water collection facility as shown on Exhibit B, including but not limited to:

- (1) inspection of the storm water collection facility no less frequently than semi-annually on or before March 1st and October 1st.
- (2) maintaining, repairing, reconstructing, and rebuilding the storm water collection facility.
- (3) maintaining, replacing, reconstructing, rebuilding any eroded material and revegetating any disturbed areas of the storm water collection facility.
- (4) maintaining, repairing, reconstructing and rebuilding the access route to the storm water collection facility.
- (5) removing silt, debris, trash and/or any other substances from the storm water collection facility.
- (6) inspecting, maintaining, repairing and rebuilding any and all of the storm water collection facility located in the easements traversing Lots 1, 2, 3, 4, 6, 7, 8, 9 and 10 as set forth on Exhibit B.
- (7) keeping on file with the Township of South Park the name, address and telephone number of the person or company responsible for maintenance activities.
- (8) establishment of a specific maintenance fund.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DEVELOPER, for each Lot owned by it upon which is erected a dwelling, hereby covenants, and each Owner of any Lot by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay the Association: (1) Annual Assessments or charges; (2) Special Assessments; and (3) specific assessments against particular Lots for fines or other charges. All such assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien upon the Lot against which the assessment was made and shall also be the personal obligation of the person

who was the Owner of such Lot at the time when such assessment fell due. The said Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new Owner, who shall, however, not be personally liable for such delinquent assessment unless expressly assuming that obligation.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Property and Common Areas.

Section 3. Annual Assessments.

3.01 The Annual Assessment shall initially commence on the date that the Board of Directors of the Association designates and such annual assessments shall be made hereafter annually based on the budget adopted annually by the Association. For the first annual assessment, the amount thereof shall be Two Hundred (\$200.00) Dollars per year. Assessments shall be collected and paid annually on December 1st for the following year or as determined by the Board of Directors. The obligation to pay Common Expenses benefiting all of the Lots shall be shared equally by all Lot Owners (excluding the DEVELOPER and builders). The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. DEVELOPER shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or possession of such Lot, whichever first occurs. The DEVELOPER shall not pay any assessments on Lots which remain in DEVELOPER'S name. At settlement, the current month's assessment shall be prorated on a daily basis.

3.02 It shall be the duty of the Board of Directors at least thirty (30) days prior to the Association's Annual Meeting to prepare a budget covering the estimated costs of operating the Association during the coming year and a proposed Annual Assessment. The Board of Directors shall cause a copy of the budget and proposed Annual Assessment to be delivered to each Lot Owner at least thirty (30) days prior to the Annual Meeting. The budget and the Annual Assessment shall become effective unless disapproved at the Annual Meeting by vote of at least fifty-one (51%) percent of the Lot Owners in attendance, either in person or by proxy.

3.03 The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

3.04 In the event the Board of Directors is delayed in preparing the Annual Budget or a vote of the membership causes a delay, the Owners shall continue to pay the annual charge at the then-existing rate established for the previous period until the same shall be changed.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Property or the Common Areas, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the Lot Owners present, in person or by proxy, at the Annual Association Meeting or a Special Meeting called for this purpose. The DEVELOPER shall not be subject to special assessments without its consent.

Section 5. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 herein shall be delivered to the Lot or mailed by United States mail, first-class, postage prepaid, to the Owner of the Lot at the address appearing in the records of the Association, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast over ten (10%) percent of all the votes shall constitute a quorum.

Section 6. Date of Commencement of Annual Assessments; Due Dates. For assessment purposes, a Lot is deemed to be created, and thus, subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or possession of such Lot, whichever first occurs. At settlement, the current month's assessment shall be prorated on a daily basis. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall incur a late charge of \$10.00 per month and, if not paid within sixty (60) days, interest at the rate of Fifteen (15%) Percent per annum. The Association may bring an action at law against the Owner, or the person personally obligated to pay the assessment, or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee, together with the costs of the action. No Lot Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of a purchase money mortgage placed upon the properties subject to assessment.

Section 9. Fund for Replacements. The Association may establish and maintain a reserve fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Property and Common Areas as the Association deems appropriate. The amount to be contributed to the reserve fund shall be shown as a separate line item in the annual budget. To initiate said fund, the DEVELOPER shall collect from each Lot Owner (excluding the Developer and builders) at the time of settlement, the sum of Two Hundred Fifty (\$250.00) Dollars which will be paid to the capital reserve fund of the Association. Thereafter, when any Lot is sold, the sum of Two Hundred Fifty (\$250.00) Dollars shall be collected at settlement and forwarded to the Association for deposit in its capital reserve fund.

ARTICLE V

INSURANCE

Section 1. Association Coverage. The Association shall obtain and maintain, to the extent obtainable, without prejudice to the right of each Lot Owner to insure his own Lot and dwelling for his own benefit, the following insurance policies:

(1) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

- A. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
- B. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;
- C. Public liability insurance in such amount as the Board of Directors may from time to time determine is necessary.
- D. Worker's Compensation insurance to the extent necessary to comply with any applicable law;
- E. Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

(2) The Association may also obtain, as a common expense, insurance of the type known as "officer's and director's liability" coverage.

(3) The premiums for the insurance coverage shall be a common expense levied by the Board of Directors.

(4) The Board of Directors or its designee shall have the exclusive authority to adjust losses under the said insurance policies.

(5) Each Owner shall be responsible for insurance on his Lot and dwelling, the contents of his dwelling, the additions and improvements thereto and public liability insurance covering his land and building.

ARTICLE VI

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Lot Owner shall have the right to mortgage or encumber his own Lot. No Lot Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Property.

Section 2. Utilities. Each Owner shall pay for his own telephone, electricity, water, cable television, sewer and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

Section 3. Taxes and Assessments. The Association shall pay as a Common Expense all real and personal property taxes assessed against the Association and/or any property owned by the Association. It is the intent of this Declaration that inasmuch as the interest of each Owner to use and enjoy the Common Property is an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each such Lot.

ARTICLE VII

USE RESTRICTIONS AND RULE MAKING

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

(a) Lot Restrictions. No Lot may be divided or subdivided into a smaller Lot, nor may any portion of any Lot be added to or incorporated into another Lot, nor any portion less than all thereof sold or otherwise transferred.

(b) Structures. No structure shall be erected, altered, placed, used or permitted to remain on any Lot other than a dwelling, a garage and an outdoor storage shed meeting good construction standards.

(c) Attached to Land. No dwelling or part thereof shall be erected on any of the Lots in the Plan unless it becomes attached to and becomes a part of a tract of land.

(d) Maintenance. Each Lot Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own Lot and also for all exterior maintenance required in and about his Lot.

(e) Outside Attachments. Lot Owners shall not attach anything to the outside walls or roof of any dwelling, such as radio or television antenna, or satellite dish, (excepting a satellite dish with a diameter of 18" or less), which may be visible from the street.

(f) Signs.

(1) No sign of any kind shall be displayed to the public view on any Lot for a period of ninety days or more without prior written consent of Developer or Board of Directors.

(2) The Developer shall have the right to erect signs to advertise all of its property, the sale of Lots, and any other signs which the Developer deems necessary for construction and sales of Lots on any part of the property owned by Developer. Developer shall have the rights to erect an entrance monument identifying the plan as "SOUTH PARK TRAILS".

(3) During the period of construction and sales, any Builder and Lender approved by the Developer may maintain a sign on any Lot upon which that Builder is constructing a dwelling, which sign however, may not be more than thirty (30) square feet in size. A Builder may maintain a sign on all developed Lots, which may not be more than ten (10) square feet in size.

(4) After completion of the dwelling a sign containing no more than ten (10) square feet advertising the house for sale or rent may be used.

(5) An easement for ingress, egress and regress is hereby granted to Developer has constructed or individual Lots which are part of the community signs program (i.e. directional signs, entry signs, etc.). This right shall include the right to plant trees and shrubs and otherwise landscaping the area.

(g) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done which may be or may become an annoyance or nuisance to the Property or to adjoining properties.

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

(i) Refuse. No lumber, materials, bulk materials, refuse or trash or debris shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction, including, but not limited to food and beverage containers. All construction sites shall be cleaned regularly.

(j) Residential Use. All Lots shall be for private residential purposes only. Notwithstanding anything contained herein, the DEVELOPER or a BUILDER has the right to use any Lots owned by it for models and for sales offices and administrative offices. If a specific home occupation is permitted under the zoning laws of South Park Township, such use shall be permitted in this Plan.

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

(l) Laundry Lines. Laundry poles and lines outside of dwellings are prohibited.

(m) Temporary Structures. No structure of a temporary character, shall be constructed or used on any Lot at any time except by the DEVELOPER or BUILDER in completing the Development.

(n) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot or in the Common Areas, except that no more than two (2) dogs and two (2) cats may be kept in the dwellings, subject to Rules and Regulations adopted by the Board of Directors. All household pets must be kept leashed when outside the dwelling.

(o) Balconies, Patios, Porches And Decks. No rugs, cloths, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies, porches, patios and/or decks. Balconies, porches, patios and/or decks shall be kept free and clear of rubbish, debris and other unsightly materials.

(p) Easements of Pipes, etc. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded Plan.

Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Developer, its agents, successors, and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

The Developer shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be obligation on the Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(q) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any truck, tractor, tractor-trailer, semi-truck, camper, trailer, motorcycle, all-terrain vehicle (ATV), mobile home, boat or other transportation device of any kind, unless approved by the Board of Directors. No Lot Owner or Tenant shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. In addition, the Board of Directors shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on a lot or the Common Property. Vehicles may not be placed overnight on the streets. All vehicles must be parked in their own garage or driveway. Guest parking areas are for guests only.

(r) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Areas and motorcycles are limited to ingress and egress from a dwelling.

(s) Landscaping. All landscaping of the Common Areas shall be performed by the Association. Lot Owners may add flowers or shrubs in the original planting beds. If new landscaping is desired, the Lot Owner must submit an Alteration Request Form for approval by the Board of Directors. All lawns must be cut in a timely manner so that the maximum height shall never exceed five (5") inches.

(t) Drainage. No structure, planting or other material may be stored or erected on the Property which interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel.

(u) Incomplete Structures. No basement, garage or other structure other than the dwelling for which the plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any dwelling in the process of construction, nor any basement or foundation, be used for residential purposes.

(v) Fences. So long as Developer is the owner of any Lot in the Plan, all fences must be approved by Developer. After all Lots have been sold, fences must comply with local laws and/or ordinances, and in addition, shall meet the following requirements:

- (1) No barbed wire, no-clad chain link or similar material shall be permitted.
- (2) Fences may be placed on the side and rear yards but shall not be constructed closer to the street in front of the house than the front line of this house and shall not exceed six feet in height.

(w) Wells. No oil or gas well shall be drilled on any Lot.

(x) Exterior Finishes. All dwellings constructed on any Lot in the Plan shall be finished with suitable exterior building materials such as vinyl or aluminum siding. All finish materials must extend to grade, with no exposed block foundations. Developer reserves the right to select approved colors and facades.

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

(z) Driveways. Paved driveways are required. All paved driveways shall be at least a minimum composed of asphalt material.

(aa) Landscaping. All Lots must be final graded and top soiled and seeded by the earlier of two (2) months after occupancy or twelve (12) months from the date construction is to begin (unless this time period would end in winter, in which case it shall be completed by July 30th).

ARTICLE VIII

CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation) by an authority having the power of condemnation or eminent domain, any award shall be payable to the Association and used as may be determined by the Association.

ARTICLE IX

LEASING

Dwellings may be leased only by written leases and shall be for a minimum term of one (1) year. All tenants shall be subject to the terms and conditions of this Declaration and Rules and Regulations promulgated thereunder as though such tenant were an Owner. A copy of every Lease shall be filed with the Association.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration and the Rules and Regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the dwelling are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Association's option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board of Directors shall have the right to require approval of all leases to insure compliance with this Article. The Board of Directors may promulgate additional Rules and Regulations relating to the leasing of dwellings.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions, and the administrative Rules and Regulations adopted pursuant thereto, shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction imposed by this Declaration either to restrain violation or to recover damages or to collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants, and failure by the Board of Directors or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Board of Directors may impose fines or other sanctions, collection of which shall be as provided in Article IV hereof. The expense of enforcement by the Board of Directors (including reasonable attorney's fees) shall be chargeable to the Lot Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by the affirmative vote of Sixty-Seven (67%) Percent of all the Lot Owners voting at any Annual or Special Meeting. Such consent may be obtained by vote at a regular or special meeting or by a written instrument signed by Lot Owners or a combination of these two methods. No amendment shall be effective until recorded in the Recorder's Office of Allegheny County.

Section 4. The Common Property. The Board of Directors, subject to the rights of the Owners set forth on this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 5. Management. The Board of Directors may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Board of Directors or by any person or entity with whom it contracts. If the Board of Directors enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Board of Directors may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 6. Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including any rights given by the Uniform Planned Community Act of Pennsylvania, Act 180 of 1996.

Section 8. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

Section 9. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

Section 10. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

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

ATTEST:

FRONTIER DEVELOPMENT PARTNERS, LLC

ACTING Henry S. Ready
SECRETARY

BY F. Lynn Faltz Pres
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA

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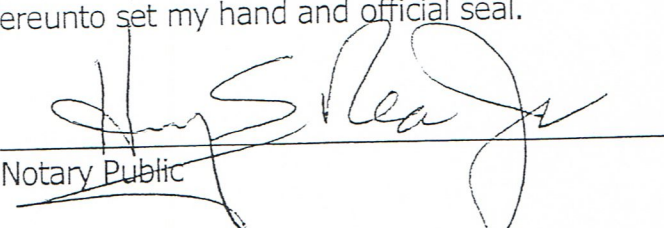
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COUNTY OF ALLEGHENY

On this 17th day of November, 2006, before me, a Notary Public, the undersigned officer, personally appeared F. LYNN FOLTZ who acknowledged himself to be the President of FRONTIER DEVELOPMENT PARTNERS, LLC, a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Henry E. Rea, Jr., Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Apr. 27, 2007

Member, Pennsylvania Association of Notaries

EXHIBIT A

Legal Description

Parcel One:

ALL those certain lots or pieces of ground situate in the Township of South Park, County of Allegheny and Commonwealth of Pennsylvania, being known as Lots Numbers 77 through 84, inclusive, in Section BB in Equitable Co-operative Realty Company's Plan known as the Library Heights Plan of Lots, as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 29, pages 21 to 27.

Parcel One collectively is designated as **Lot and Block Number 887-H-012** in the Office of Deed Registry of Allegheny County, Pennsylvania.

Parcel Two:

ALL that certain tract or parcel of surface land situate in the Township of South Park, County of Allegheny and Commonwealth of Pennsylvania, being a part of Parcel No. 1 of the Conoco Coal Development Company Plan recorded in the Recorder's Office for said County in Plan Book Volume 120, Pages 108 to 112 inclusive, and being more particularly bounded and described as follows:

BEGINNING at a stone monument at rear of Lot 88 in South Park Heights Plan of Lots No. 2 Revised as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 45, pages 88 and 89; said monument being North 34° 16' East a distance of 810.80 feet from an iron pin on the easterly side of Pleasant Street; thence from said point of beginning and along rear lot lines of Lots numbered 76 through 96 of Library Heights Plan of Lots recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 29, pages 21-27, South 60° 04' East a distance of 500 feet to an iron pin; thence through tract of which this is a part South 34° 16' West a distance of 350 feet to an iron pin; thence through same North 60° 04' West a distance of 500 feet to an iron pin along line of Lot No. 85 in the aforementioned South Park Heights Plan of Lots No. 2 Revised; thence along rear lot lines of Lots numbered 85 through 88 in said plan North 34° 16' East a distance of 350 feet to the stone monument, at the place of beginning.

BEING designated as **Lot and Block Number 887-M-250** in the Office of Deed Registry of Allegheny County, Pennsylvania.

Parcel Three:

ALL that certain parcel of land situate in the Township of South Park, County of Allegheny and Commonwealth of Pennsylvania, being a portion of Parcel "A" in the Cerar Plan of Lots as recorded in Plan Book Volume 144, pages 140-141 being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the northerly right of way line of Pleasant Street and corner of Lot No. 79-A in the South Park Heights Plan of Lots No. 2 Revised recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 45, pages 88 and 89; thence along Lots Nos. 79-A, 80, 81, 82, 83, 84, and part of Lot No. 85 in said plan N 34° 16' 00" E, a distance of 454.51 feet to a point at the corner of Lot No. 1 in the Cerar Plan of Lots recorded in the Recorder's Office of Allegheny County in Plan Book Volume 144, pages 140 and 141; thence along said lot S 60° 04' 00" E, a distance of 500 feet to a point; thence N 34° 16' 00" E, a distance of 350 feet to a point; thence along line of land of Library Heights Plan of Lots recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 29, pages 21 through 27 and Lot Nos. 96 through 102 and part of Lot No. 103 S 60° 04' 00" E a distance of 165.06 feet to a point; thence S 34° 16' 00" W, a distance of 767.13 feet to a point on the northerly right of way line of Woodland Avenue; thence N 69° 57' 00" W, a distance of 40.00 feet to a point; thence S 20° 03' 00" W, a distance of 40.00 feet to a point; thence along the dividing line of land now or formerly of Louis J. Munson and land now or formerly of Stanley P. Stanek, N 69° 57' 00" W, a distance of 531.69 feet to a point on the northerly right of way line of Pleasant Street; thence along said right of way line the following two (2) courses and distances: N 14° 42' 00" W, a distance of 9.83 feet to a point; thence N 18° 21' 25" W, a distance of 140.17 feet to a point at the place of beginning.

BEING designated as **Lot and Block Number 887-L-250** in the Office of Deed Registry of Allegheny County, Pennsylvania.

BEING Parcels 1, 4 and 5, respectively, conveyed by Leo J. Cerar and Joan M. Cerar, husband and wife, to Leo J. Cerar, individually, by their deed dated March 22, 2002 and recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 11304, page 523.

Parcel 4.

ALL that certain tract of land situate in South Park Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows, viz.:

BEGINNING at a point on the easterly right of way line of Pleasant Street 40 feet in width, at the most northerly corner of that certain 0.44 acres tract of land now or formerly Joseph T. Clark; thence from said point of beginning by the said easterly right of way line of Pleasant Street North 11° 52' West, 147.47 feet to a point; thence by same North 15° 24' West, 23.99 feet to a point; thence leaving said road by a line through land now or formerly Susan C. Stanek, South 67° 07' East, 289.57 feet to a point at a corner of that certain 0.68 acre tract now or formerly of Louis J. Munson; thence by line of said Munson Tract South 22° 53' West, 120.00 feet to a point on the northerly right of way line of Second Alley North 67° 07' West, 20.00 feet to a point on the westerly right of way line of Third Alley; thence by said westerly right of way line of Third Alley South 22° 53' West, 20.00 feet to a point at the most easterly corner of aforesaid Clark Tract; thence by line land of said Clark Tract North 67° 07' West, 170.65 feet to a point at the place of beginning.

BEING designated as Block and Lot No. 887-L-225.

Excepting Lot 36.