

REPLACEMENT
CHERRINGTON MANOR
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
MOON TOWNSHIP
ALLEGHENY COUNTY

TABLE OF CONTENTS

	PAGE
ARTICLE I	Definitions
Section 1 - Association	2
Section 2 - Board of Directors	3
Section 3 - By-Laws	3
Section 4 - Cherrington Manor	3
Section 5 - Cherrington Manor Declaration	3
Section 6 - Common Property	4
Section 7 - Common Property Expense	4
Section 8 - Common Property Assessments	4
Section 9 - Dwelling	4
Section 10- Lot	4
Section 11- Members	5
Section 12- Owner	5
Section 13- Real Estate	5
Section 14- Plan	5
Section 15- Recorded	5
Section 16- Special Common Property Assessments	6
Section 17- Specific Assessment	6
ARTICLE II	Membership and Voting Rights in the Association
Section 1 - Membership	6
Section 2 - Voting	6
ARTICLE III	Common Property and Other Rights
Section 1 - Title to Common Property	7
Section 2 - Use of Common Property	7
Section 3 - Delegation of Use	7
Section 4 - Rules and Regulations	8
ARTICLE IV	Covenant for Assessments
Section 1 - Creation of Lien and Personal Obligation of Assessment	8
Section 2 - Basis of Assessment	9
Section 3 - Purpose of Assessments	9
Section 4 - Payment of Assessments	9
Section 5 - Budget	11
Section 6 - Special Limitation on Special Common Property Assessments	11

Section 7 - Special Assessments	12
Section 8 - Effect of Non-Payment of any charges and Assessments Remedies of Association	12
Section 9- Subordination of Lien of Mortgages	13
Section 10- Reserve for Replacements	13
ARTICLE V Insurance	14
Section 1 - Owner's Coverage	14
Section 2 - Association Coverage	14
ARTICLE VI Separate Mortgages, Taxes, Utility Charges	16
Section 1 - Mortgages	16
Section 2 - Taxes	16
Section 3 - Utilities	16
ARTICLE VII Driveways	17
Section 1 - Perpetual Right of Way Easements	17
Section 2 - Maintenance of Private Roadways	17
Section 3 - Other Roadways	17
ARTICLE VIII Encroachments	18
ARTICLE IX Architectural Control	19
Section 1 - Development Proposals	19
Section 2 - Review and Approval	19
ARTICLE X Use Restrictions - General Regulations	20
Section 1 - Use Restrictions	20
Section 2 - Additional Rules and Regulations	23
ARTICLE XI Condemnation	23
ARTICLE XII General Provisions	24
Section 1 - Enforcement	24
Section 2 - Interpretation	24
Section 3 - Severability	24
Section 4 - Amendment	25
Section 5 - Services	25
Section 6 - Implied Rights	25
Section 7 - Notice of Sale, Lease or Mortgage	26
Section 8 - Captions	26
Section 9 - Gender	26

Section 10- Matters of Dispute	26
Section 11- Limitation of Liability	26
Section 12- Notices	28
Section 13- Additional Property	28
Section 14- Pennsylvania Municipality Planning Code	29
 ARTICLE XIII Miscellaneous Provisions	 29
Section 1 - Binding Arbitration	29
Section 2 - Architectural Controls	29
Section 3 - Acoustical Certification and Indemnification	30
Section 4 - Recordation	30
 EXHIBIT A - Real Estate32
 EXHIBIT B - Additional Architectural Control Restrictions and Covenants.	 33

REPLACEMENT CHERRINGTON MANOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions (the "Replacement Declaration") made as of the 15th day of July, 1996.

WHEREAS, pursuant to the Articles of Merger-Domestic Nonprofit Corporation, filed with the Secretary of the Commonwealth of Pennsylvania on July 12, 1996, the Cherrington Manor Phase II Homeowners Association was merged into the Cherrington Manor Homeowners Association, the surviving corporation; and

WHEREAS, the Owners of Lots in Phase I are governed by the Amended and Restated Cherrington Manor Declaration of Covenants, Conditions and Restrictions, dated April 17, 1989 and recorded in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 8016, Page 599, on May 17, 1989 (the Phase I Declaration); and

WHEREAS, the Owners of Lots in Phase II are governed by the Cherrington Manor Phase II Declaration of Covenants, Conditions and Restrictions, dated MAY 31, 1989 and recorded in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 8335, Page 488, on September 19, 1990 (the Phase II Declaration) ; and

WHEREAS, The Owners of Lots in both Phase I and Phase II desire to adopt a uniform set of Covenants, Conditions and Restrictions; and

WHEREAS, pursuant to Article XIII, Section 4 of the Phase I Declaration, the Phase I Declaration may be amended by an instrument signed by the Owners representing not less than sixty-six and two thirds percent (66 2/3%) of the

votes eligible to be cast by Members of the Cherrington Manor Homeowners Association; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties who have executed this Replacement Declaration (the "Approving Owners") being the Owners of not less than sixty-six and two-thirds percent (66 2/3%) of the votes to be cast by those Owners who were members of the Cherrington Manor Homeowners Association and not less than sixty-six and two thirds percent (66 2/3%) of the votes to be cast by those Owners who were members of the Cherrington Manor Phase II Homeowners Association, do hereby amend and replace in their entirety the Phase I Declaration and the Phase II Declaration with the Replacement Declaration set forth herein so that from and after the date of the adoption of the Replacement Declaration the Real Estate shall by held, bargained, encumbered, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens all of which shall run with the land and shall be binding upon and inure to the benefit of all persons having the right, title or interest therein and their heirs, successors, and assigns.

ARTICLE I

Definitions

Section 1. Association. The Association shall mean the Cherrington Manor Homeowners Association, its successors and assigns, a Pennsylvania not-for-profit corporation, incorporated on April 25,

1990 and the surviving corporation pursuant to the terms of the Articles of Merger-Domestic Nonprofit Corporation, filed with the Secretary of the Commonwealth of Pennsylvania on July 12, 1996.

Section 2. Board of Directors. The Board of Directors shall mean the Board of Directors of the Association as provided for in the By-Laws of the Cherrington Manor Homeowners Association.

Section 3. By-Laws. By-Laws shall mean the governing regulations as are adopted for the regulation and management of the Real Estate and/or the Association, including such amendments thereof as may be adopted from time to time.

Section 4. Cherrington Manor. That certain residential development located on property described on Exhibit A attached hereto.

Section 5. Replacement Declaration. The Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions dated as of July 15, 1996 and to be recorded with the recorder of Deeds of Allegheny County, Pennsylvania which Replacement Declaration supersedes the Amended and Restated Cherrington Manor Declaration of Covenants, Conditions and Restrictions, dated April 17, 1989, and Recorded at Deed Book Volume 8016, Page 599 on May 17, 1989, being an amendment and restatement of the Cherrington Manor Declaration of Covenants, Conditions and Restrictions, Recorded December 31, 1987 at Deed Book Volume 7707, Page 23, applicable to Phase I and the Cherrington Manor Phase II

Declaration of Covenants, Conditions and Restrictions, dated May 31, 1989 and recorded in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 8335, Page 488, on September 19, 1990; applicable to Phase II.

Section 6. Common Property. Common Property shall mean (a) all roads within the Real Estate created by the Plan including any gatehouses and gates created from time to time, (b) any portion of the Real Estate now or hereafter granted to the Association for the common use and enjoyment of the Members and the Owners, (c) all lanes and roadways within the Real Estate now or hereafter serving more than two (2) Lots and stated to be for the common use and enjoyment of the Members and Owners, and (d) any other property conveyed in fee simple to the Association.

Section 7. Common Property Expense. Common Property Expenses shall be the administrative, repair, maintenance and improvement costs and expenses for the Common Property.

Section 8. Common Property Assessments. Common Property Assessments imposed by the Association upon the Owners to maintain, improve, and repair the Common Property as well as to pay for the costs and expenses for the administration of the Association.

Section 9. Dwelling. Dwelling shall mean any structure intended for residential purposes erected upon any Lot.

Section 10. Lot. Lot shall mean any plot of land with or without improvements, used or intended for residential purposes for the Real

Guest House

Estate, excepting therefrom the Common Property. No more than one (1) family structure may be constructed on a Lot, but a guest house or servant's quarters and garages may be permitted upon request as set forth herein. The phrase "Lot" and/or "Estates" may and shall be used interchangeably herein.

Section 11. Members. Members shall mean those who are entitled to membership in the Association in accordance with the By-laws of the Association and that said Member shall be an Owner of an Estate and/or Lot, except as otherwise provided herein.

Section 12. Owner. Owner shall be the record fee simple owner of a Lot but excluding those persons or entities having such interest merely as security for the performance of an obligation and those persons or entities having an interest under an Agreement of Sale. Any present or future owner of any Estate, including any purchaser at a judicial sale, shall be deemed to have become an Owner and consented to be bound by the covenants, conditions and restrictions set forth in this Declaration, as they are applicable to an Owner.

Section 13. Real Estate. All that certain real estate described in Exhibit "A."

Section 14. Plan. The Cherrington Manor Subdivision Plot, recorded at Plan Book Volume 14, pages 53-59, inclusive, as amended, provided however that Parcel A, as shown on the Cherrington Manor No.2 subdivision Plot, Recorded at Plan Book Volume 163, page 14 to 19,

inclusive, as amended, shall not be included in the Plan as defined herein.

Section 15. Recorded. Recorded shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania.

Section 16. Special Common Property Assessments. Special charges imposed by the Association upon Owners of Lots for special purposes set forth herein or to maintain, improve and repair and to construct new improvements on Common Property if the Common Property Assessments are insufficient to pay for the cost of such items.

Section 17. Specific Assessment. Specific Assessment shall mean charges imposed by the Association against a particular Owner or Lot, if and when applicable.

ARTICLE II

Membership and Voting Rights in the Association

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot or Estate in real estate.

Section 2. Voting. Each Owner of a Lot shall have one (1) vote per Lot owned by such owner. Where more than one person owns a Lot, the vote attached to the Lot shall be voted as an undivided single vote, but all such individuals shall be entitled to attend meetings, and with the limitation of having the vote among them, to participate therein.

ARTICLE III

Common Property and Other Rights

Section 1. Title to Common Property. Fee simple title to the Common Property has been conveyed to the Association, free and clear of all liens and encumbrances. The Association shall hold, own, maintain and preserve such Common Property, in fee simple, in accordance with this Replacement Declaration.

Section 2. Use of Common Property. Each Owner shall have a right to enjoy the Common Property, subject to the following:

(a) The right of the Association to charge fees for the use of any recreational facility or improvement situated on the Common Property;

(b) The right of the Association to suspend the voting rights for any period during which any assessment against an Owner or his Lot remains unpaid, and/or 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;

(c) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipal corporation, public agency, or authority. The Association, may execute and deliver such documents as may be necessary to effectuate the foregoing.

Section 3. Delegation of Use. An Owner may delegate his right of enjoyment of the Common Property and facilities to family members,

tenants and social invitees subject to such restrictions as may be promulgated by the Association, from time to time.

Section 4. Rules and Regulations. The Association may establish reasonable and non-discriminatory rules and regulations from time to time, concerning the use of Common Property, and any facilities located thereon, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations bind Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement is specifically overruled, canceled or modified by the Association. The Association shall have the authority to impose reasonable monetary fines and other sanctions, which shall be collected as provided in Article IV.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner covenants and agrees to pay the Common Property Assessments and Special Common Property Assessments. The aforesaid assessments, together with collection costs, late charges, interest costs and reasonable attorney's fees, shall be a personal charge on Owners and shall bind their Lots. The personal obligation

Special Assessments equal

for delinquent assessment shall pass to Owners, and successors in title except for those mortgagees who have acquired title from an Owner who was a mortgagor.

Section 2. Basis of Assessment. (I) Common Property Assessments and Special Common Property Assessments shall be shared equally among Owners; and (ii) Specific Assessments shall be borne by the Owner involved, where applicable.

Section 3. Purpose of Assessments.

(i) Common Property Assessments shall be used for the establishment, improvement and maintenance of the Common Property, the payment of Common Property taxes and insurance and repair, replacement and additions thereto, reasonable reserves for replacement and for the cost of labor, equipment, materials, management and supervision incurred in connection therewith.

(ii) Special Common Property Assessments shall satisfy any deficiency of the Association because of inadequate Common Property Assessments and shall be shared equally by all Owners.

Section 4. Payment of Assessments. The Common Property Assessments shall commence on the first day of the month following a conveyance of a Lot to an Owner. Assessments shall be collected and paid monthly or as may be determined by the Association. The Association may, after consideration of current maintenance costs and future needs of the Association, adjust the amount of the assessments. Any amount accumulated in excess of the amounts required for actual

expenses and reserves, shall be prorated and credited to each Owner according to the number of months Owner was assessed and paid in that year and shall be applied to their next installments, until exhausted. At the initial settlement for the acquisition of a Lot by an Owner, there shall be collected an initial reserve in an amount equal to twenty-five percent (25%) of the then current annual assessment. The Association, when and where applicable, shall have the right to change, modify or amend the annual assessment.

With respect to Lots owned by First Hotel Investment Corporation ("FHIC") in Phase II, as described in Exhibit "B" hereto, FHIC shall be assessed for Common Property Assessments and Special Common Property Assessments at a rate equal to twenty-five percent (25%) of the assessments as charged and due against each other Owner. Further, any purchasers of three (3) or more Lots in Phase II, as described in Exhibit "B" hereto, from FHIC shall be assessed for Common Property Assessments and Special Common Property Assessments at a rate equal to twenty-five percent (25%) of the assessments as charged and due against each other Owner, and any such purchasers shall be deemed to be a third-party beneficiary of this provision; provided, that, only the immediate purchasers from FHIC shall be entitled to the benefits of this provision, and subsequent purchasers shall not be deemed to be a third party beneficiary of this provision and shall be assessed in the same amount as other Owners.

Section 5. Budget. At least thirty (30) days before its annual meeting, the Association shall prepare a budget covering estimated costs of the Association during coming year. The Association shall, in addition, fix the date of commencement and amount of assessment attributable to each Owner and prepare a list of assessments. The Association shall cause a copy of the budget and assessment to be delivered to each Owner at least thirty (30) days before the annual meeting. The budget and assessment shall become effective unless disapproved, at the annual meeting, by a vote of at least sixty-six and two-thirds (66 2/3%) percent of members of the Association. The Association shall obtain qualified bids for services to be supplied to the Association and shall accept such bids as the Association deems appropriate.

In the event the Association is delayed in preparing the annual estimates, Owners shall continue to pay monthly charges at the then existing monthly rate established for the previous period until same shall be determined.

Section 6. Special Limitation on Special Common Property Assessments. The Association may levy Special Assessments for purposes of defraying, in whole or in part, cost of any construction, reconstruction, repair or replacement of Common Property, including fixtures and personal property related thereto. However, any such Special Assessment in excess of \$1,500.00 per Lot per calendar year,

shall have the assent of two-thirds (2/3) of the votes of Members present, in person or by proxy, at a meeting duly called for this purpose.

Section 7. Specific Assessments. The Association may levy Specific Assessments against an individual Owner where there is a particular charge or fine for violation of Rules of the Association attributable only to that Owner or occupant of a Dwelling.

Section 8. Effect of Non-Payment of any Charges and Assessments Remedies of The Association. All monthly assessments shall be due and payable on the first day of each and every month for which assessments shall be due. Said assessment shall be due without demand or notice thereof. All other assessments shall be paid within thirty (30) days after notice thereof has been mailed to Owners. Any assessment not paid within twenty (20) days after the due date shall include a late charge of \$15.00 per month and any assessment not paid within sixty (60) days after the due date shall become an automatic lien upon the Lot as stated herein. The Treasurer of the Association shall maintain records of assessments and such records shall be binding upon all parties. In addition, the Association may bring an action at law or equity against an Owner obligated to pay same and there shall be added to the amount of such Assessment, costs and legal fees of such action and collection as well as interest on the assessment at a rate of fifteen percent (15.0%) per annum (1.25% per month) from the date of said assessment. No Owner may be exempt from

their obligation for such assessments by their non-use of Common Property or their abandonment of their Lot.

Section 9. Subordination of Lien of Mortgages. A lien of assessments provided for herein shall be subordinate to the lien of any first lien purchase mortgage placed upon a Lot, or Dwelling. Sale or transfer of any Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from obligation or liability for any assessments thereafter becoming due or from lien of any such subsequent assessment.

Section 10. Reserve for Replacements. The Association shall establish and maintain a reserve fund for replacement of any part of the Common Property and facilities thereon as the Association deems appropriate. The amount shall be collected by assessment of the Owners and shall be deemed a Common Property Expense. The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement of Common Property or community facilities and for operating contingencies of a non-recurring nature. The proportionate interest of each Owner shall be considered appurtenant to his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from Lot.

ARTICLE V

Insurance

Section 1. Owner's Coverage. Each Owner shall insure his Lot with improvements erected thereon against loss by damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance. The Association shall have right to require the Owner of any Lot and/or Dwelling or structure damaged or destroyed by fire to repair, landscape, rehabilitate, and/or refurbish the Lot and building structure or Dwelling in a manner satisfactory to the Association so as to protect and preserve the aesthetics of the Plan.

Section 2. The Association Coverage. The Association shall obtain and maintain to the extent obtainable, the following insurance policies:

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

(A) Loss or damage by fire or other hazards covered by 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 Association may, from time to time, determine;

(C) Public liability insurance in such amounts as the Association may, from time to time, determine as necessary, but not less than \$1,000,000 covering property, equipment and persons, each Member of the Association, its officers and the managing agent or manager, from losses, claims and damages as well as each Owner from liability in connection with the Common Property or facilities or any work performance in connection therewith:

(D) Workmen'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 Association which shall include, but not be limited to errors and omission coverage, officers or directors liability, fidelity bonds, and mine subsidence.

(F) All Owners will be provided with Certificates of Insurance for all coverages obtained by the Association.

(2) Premiums for insurance coverage and incidental costs thereof shall be an operating expense of the Association and shall be a Common Property Expense.

(3) The Association, or its designee, shall have exclusive authority to adjust losses under said insurance policies.

(4) Each Owner shall be responsible at his own cost and expense, for his own insurance of whatever kind and in whatsoever amounts on his Lot, improvements or Dwelling structure thereon, as well as on all personal property wherever situated.

(5) Any company or individual retained by the Association to provide services for the Association must provide a minimum of \$1,000,000, in public liability and property damage insurance and will have the Association listed as an "Additional Insured."

ARTICLE VI

Separate Mortgage, Taxes, Utility Charges

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

Section 2. Taxes. All real estate taxes and assessments on a Lot and any improvements erected thereon shall be responsibility of the Lot Owner.

Section 3. Utilities. Each Owner shall pay for his own telephone, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate utility company.

ARTICLE VII

Driveways

Section 1. Perpetual Right of Way Easements. Each Owner, its successors and assigns, tenants and social invitees has an irrevocable and perpetual right of way easement for ingress, egress and regress over Common Property including the gatehouse at the intersection of Gatehouse Drive and Beaver Grade Road.

Section 2. Maintenance of Private Roadways. Each Owner shall bear the cost of maintenance, repair and replacement of his private roadway or driveway. If more than one Owner shares a private roadway or driveway, such Owners shall equally share the cost of such maintenance, repair and replacement. Any dispute among Owners sharing a driveway or roadway shall be submitted in writing to the Association whose decision shall become final and binding to the Owners, with the Owners thereof waiving any right to appeal therefrom.

Section 3. Other Roadways. All roadways within the Real Estate that are Common Property as more fully appear on the Plan are private roadways owned by the Association; provided, however, that if Owners of Lots in the Plan by a two-thirds (2/3) vote decide that said roadways shall be dedicated for public use as roadways, then the Association shall undertake the dedication of the roadways and be authorized to do all acts necessary to obtain all of the applicable municipal approvals necessary to effectuate said change. Nothing herein shall limit easement granted pursuant to Section 1 of this Article.

ARTICLE VIII

Encroachments

Each Owner of a Lot, or Dwelling shall have an easement over any Lot to which it is adjacent for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of structure, roof overhangs, architectural or other appendages, required municipal side, front and rear yard requirements, drainage of rain water from roofs or any other cause. There shall be easements for maintenance of any encroachments so long as they shall exist, and rights and obligations of Owners shall not be altered in any way by encroachment; provided, however, no easement for encroachment may be established in favor of an Owner if encroachment occurred due to willful misconduct of Owner. In the event a structure on any Lot is partially or totally destroyed and thereafter repaired or rebuilt, Owners of each Lot agree that the same encroachment may be reestablished, and that there shall be valid easements for maintenance of such encroachments so long as they shall exist.

ARTICLE IX

Architectural Control

Section 1. Development Proposals. To assure harmonious and orderly development and maintenance of the Plan, all plans and specifications for initial and subsequent construction, exterior painting, modification, alteration or landscaping (excluding flower beds) and/or other improvements of any Lot, Dwelling, utility line, fence, or other structure, shall be submitted to the Association for review and approval. However painting of any residence consistent with the original approved architectural plans are exempt from this requirement. The Association may, at its discretion, require certain minimum standards with respect to site plans and other plans which are submitted to same for approval. Incorporated by reference and made a part hereto are additional architectural control restrictions as hereinafter set forth on Exhibit B attached hereto.

Section 2. Review and Approval. Review of proposals shall be made within a reasonable time and approval shall be granted only where the proposal conforms to the overall character of the entire development and to any rules and regulations as the Association or its authorized committee, where permitted and applicable, may promulgate, from time to time. If approval is granted, a construction permit shall be issued to Owner submitting the proposal. No construction shall be permitted before a construction permit is issued.

ARTICLE X

Use Restrictions- General Regulations

Section 1. Use Restrictions. Real Estate is intended to be used for the following single family residential purposes and its use is hereby restricted as follows:

(A) Dwelling Unit Restrictions. No Dwelling may be used as other than a residence for a single family nor may it be divided or subdivided into a smaller unit, except that servant's quarters or guest houses may be permitted if approved by the Association. No part of any Dwelling may be added to or incorporated into another Dwelling. No less than all of a Lot may be sold or otherwise transferred without consent of the Association.

(B) Building Maintenance. Each Owner shall furnish and be responsible, at his own expense, for all maintenance, repairs and replacements within his Lot and/or Dwelling and improvements erected thereon. The Owner shall keep his Lot and exterior of his Dwelling or other improvements thereon in good repair and maintenance consistent with appearance of the Plan.

(C) Prohibited Use. No articles of personal property belonging to any Owner shall be stored in any portion of the Common Property without prior written consent of the Association. Nothing shall be done or kept on Common Property which violates any law or which will increase the rate of insurance on any of the Common Property or any other Lot or Dwelling.

(D) Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to neighborhood.

(E) Other Structures. No structure of any character, including but not limited to a dog house, trailer, tent, shack, barn or other out-building shall be constructed or erected on any lot, without prior written consent of the Association.

(F) Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot or on Common Property, except that dogs, cats or other household pets may be kept on Lots, subject to rules and regulations adopted by the Association. All household pets must be kept leashed when outside the Owner's Lot.

(G) Laundry Lines. Laundry poles and laundry lines shall not be permitted on any Lot or parcel of ground.

(H) Residential Use. All Lots shall be for private single-family residential and lawful purposes only.

(I) Recreational Equipment. Any boat, trailer of any nature, commercial vehicle, mobile home, other recreational vehicle or motorcycle must be garaged, and may not be parked or remain exposed on any Lot.

(J) Compliance with Laws. Residents and all visitors shall comply with all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof.

Vehicles on
unpaved Common
Elements

(K) Unpaved Areas. Motorized vehicles other than maintenance equipment shall not be permitted on unpaved Common Property and all motorized vehicles, whether operated on Common Property or solely on a Lot, shall have mufflers in good repair, which do not permit offensive levels of sound in excess of those permitted by Federal and/or State regulations.

(L) Controls Relative to Trees, Natural Resources, Wildlife.

The Association may adopt and promulgate rules and regulations regarding preservation of trees and other natural resources and wildlife upon Common Property. If it deems it appropriate, the Association may mark certain trees, regardless of size, as not removable without written authorization from same.

(M) Controls on Outside Storage and Accumulations. No

lumber or other materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction. Trash, garbage and other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No free standing or attached wooden or metal storage or out-buildings of any type are permitted on any Lot, except as is further provided in any regulations regarding architectural controls.

Jumping

(N) Right of Entry to Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the

expense of the Owner, any hedge or other planting which in the opinion of the Association, by reason of its location upon the Lot or height to which it is permitted to grow, if unreasonably detrimental to the adjoining property or obscures the view of the street traffic or is otherwise unattractive in appearance, provided, however, that Owner shall be given fifteen (15) days prior written notice to correct same.

Section 2. Additional Rules and Regulations. All rules and regulations adopted pursuant to this Declaration shall be binding upon Owners, their families, tenants, guests, invitees and agents and the Association shall have the authority to impose reasonable monetary fines and other sanctions, which fines may be collected as a Specific Assessment as provided in Article IV. The Association shall have broad discretion in the application of use restrictions, and may adopt such rules and regulations and post such notices as it may deem necessary and appropriate.

ARTICLE XI

Condemnation

If any Common Property shall be taken (or conveyed in lieu of condemnation by the Association acting on written approval of a majority of Owners) by any Authority having power of condemnation of eminent domain, the award made for such taking shall be applied by the Association as it shall deem appropriate.

ARTICLE XII

General Provisions

Section 1. Enforcement. Enforcement of these covenants and restrictions, and the rules and regulations adopted pursuant hereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against Owner's Lot to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in Article IV hereof. The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to any Owner violating these covenants and restrictions, and shall constitute a lien on his Lot and Dwelling collectible in the same manner as the assessments provided herein.

Section 2. Interpretation. If any inconsistency between this Declaration, any amendments thereto, and the By-Laws of the Association, or any amendments thereto, shall arise, provisions of this Declaration shall control.

Section 3. 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 4. Amendment. This Declaration may be amended by an instrument signed by Owners representing not less than sixty-six and two-thirds percent (66 2/3%) of the votes eligible to be cast by Members of the Association. Any such amendment shall be effective once Recorded.

Section 5. Services. The Association may obtain and pay for services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be terminable by the Association upon no less than 120 days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or enforcement of this Declaration.

Section 6. Implied Rights. The Association may exercise any other right or privilege granted to it by this Declaration and/or provided by law, and the Association shall have every other right or privilege reasonably necessary to effectuate any such right or privilege.

Section 7. Notice of Sale, Lease or Mortgage. Upon any sale, mortgaging or leasing of any Lot, Owner or his authorized agent shall notify the Association of the name and address of the purchaser, mortgagor or lessee of the Lot, at least fifteen (15) days prior to settlement and closing on same where applicable to a sale and/or mortgage, and at least fifteen (15) days prior to commencement of any lease term.

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 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; plural shall be substituted for singular and singular for plural where appropriate, and words of any gender shall mean to include any other gender.

Section 10. Matters of Dispute. Matters of dispute or disagreement between Members or with respect to interpretation or application of provisions of this Declaration or By-Laws shall be determined by the Association, which determination shall be binding on all Members.

Section 11. Limitation of Liability. The Association, its successors and assigns, its Members, officers and employees:

(A) Shall not be liable for failure of any service obtained or failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused on or from any Common Property in said Plan, except when such instance or such injury or damage has been caused by willful misconduct or gross negligence of the Association, its members, officers or employees;

(B) Shall not be liable as a result of performance of the Association or its Board of Directors for any mistake of judgment, negligence or otherwise except for the Association or Board of Directors' willful misconduct or gross negligence;

(C) Shall have no personal liability in contract to an Owner or to any person under any agreement, negotiable instrument, contract, deed, lease or transaction entered into by the Association on behalf of the Association in performance of the Board of Directors' duties;

(D) Shall have no liability to any person for any loss or damage caused by theft of or damage to personal property in or on Common Property or other places within the Real Estate and shall have no liability arising out of use, misuse, or condition of Common Property, except for the Association's or Board of Directors' willful misconduct;

(E) Each member of the Board of Directors of the Association and officers thereof shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or

imposed in connection with any proceedings, except where conduct has been adjudged willful misconduct or gross negligence;

(F) The Board of Directors and the Association shall obtain such insurance to satisfy Section 11(e) above, where available and in such amounts and on such terms as the Association deems advisable.

Section 12. Notices. Any notice required to be sent to any Member or Owner under provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on records of the Association at the time of such mailing.

Section 13. Additional Property. The following procedure applies to any other property which, at the Association's sole option, shall be subjected to covenants, conditions and easements, restrictions, charges and liens herein provided in accordance with following terms and provisions:

(A) There shall be Recorded with respect to land included in each successive stage a supplementary declaration or similar instrument subjecting such land to this Replacement Declaration, including all covenants, conditions, easements, restrictions, charges and liens appropriate thereto, except as may be permitted hereunder.

(B) Each Owner hereby grants the Association an irrevocable power of attorney coupled with an interest to subject additional tracts of such real estate to terms of this Replacement Declaration.

Each Owner irrevocably consents to admission of subsequent Owners to the Association with all rights and privileges appurtenant thereto.

Section 14. Pennsylvania Municipality Planning Code. This Declaration shall be construed to grant Moon Township all of the rights, duties and responsibilities provided for the Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), as amended, as it may refer to Common Property and any rights of access, and the Moon Township Zoning Ordinance.

ARTICLE XIII

Miscellaneous Provisions

Section 1. Binding Arbitration. In event of a dispute arising under any provision of this Declaration which Owners or any other parties aggrieved fail to resolve, Owner or any party aggrieved, after ten (10) days prior written notice to other, must submit the dispute and all of its aspects to the American Arbitration Association or its successors for final and binding arbitration, which shall include, inter alia, power to assess all or part of the prevailing parties related expenses, interest, and fees for extras and professionals. The award as rendered shall be filed of record in the Prothonotary's Office of Allegheny County and shall have same force and effect as a final judgment of any Court of competent jurisdiction.

Section 2. Architectural Controls. The Association shall adopt and has adopted architectural control restrictions and covenants which

are separate and distinct from the within restrictions, covenants and declarations concerning the Plan. Owners, by acceptance of a deed of conveyance for a Lot in the Plan, hereby irrevocably appoint and constitute the Association as their irrevocable attorney-in-fact for purposes of promulgating architectural design covenants and restrictions and as such attorney-in-fact, shall have the right to record same in the Recorder's Office of Allegheny County pursuant to the within Power of Attorney. Any architectural covenants and restrictions as are currently in force are hereby incorporated by reference and made a part hereof as same are set forth on Exhibit B attached hereto. All architectural controls, covenants and restrictions as promulgated currently or in the future shall be binding upon Owners, their heirs, successors and assigns.

Section 3. Acoustical Certification and Indemnity. The Plan contains following certification:

We, the Association of this Plan do hereby certify that all material and construction techniques to be used in the construction phase of this Plan will be satisfactory in meeting acoustical treatment requirements outlined in Section 502 of Allegheny County Subdivision regulations.

Each Owner shall comply with the foregoing and shall assume all liability in connection therewith as of the date he acquires title to his Lot.

Section 4. Recordation. Upon execution by sixty-six and two-thirds percent (66 2/3%), the President of the Cherrington Manor Homeowners Association is authorized and directed to have this

instrument recorded in the office of the Recorder of Deeds, Allegheny County, Pennsylvania.

WITNESS the execution hereof, as of the day and year first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

All that certain real estate located in the Cherrington Manor No. 2 Subdivision Plat which is Recorded at Plan Book Volume 163, Pages 14 to 19, inclusive, as amended from time to time, exclusive of Parcel A which is identified on said Plat.

EXHIBIT "B"

ADDITIONAL ARCHITECTURAL CONTROL RESTRICTIONS AND COVENANTS

AFFECTING CHERRINGTON MANOR PLAN OF LOTS

The following restrictions and covenants are adopted, to which all of Lots in said Plan shall be subject:

1. These restrictions shall run as covenants with land and shall be binding on undersigned and all persons claimed under it, their heirs, successors and assigns, until last day of July, 2016, at which time they shall terminate, unless revived, extended or modified by a majority vote of owners of all said lots evidenced by a recorded writing signed and acknowledged by same.

2. None of the lots shall be used for any purpose other than for single family residential use.

3. No basement, garage or any structure other than the Dwelling for which plans have been approved, in accordance with the same terms hereof, shall be used as a residence, temporarily or permanently, nor shall any Dwelling in process of construction, including any basement, be used for residential purposes.

4. All easements, restrictions, reservations and covenants as shown on Plan are incorporated by reference and made a part hereof. Amended and Restated Cherrington Manor Declaration of Covenants, Conditions and Restrictions as recorded are incorporated by reference and made a part hereof.

5. All lots shall be subject to easements for public utilities as installed.

6. The finished living area, exclusive of porches, basements and garages, for any ranch or split-level type dwelling on Real Estate shall contain no less than 3,000 square feet, any one and one-half or two story dwelling shall contain no less than 3,500 square feet. Dwellings on any Lots that face on Beaver Grade Road shall contain no less than 3,000 square feet. No basement level, attic or third floor, finished or unfinished, shall be included in square footage computation. All dwellings must have an attached or integral three (3) car garage.

7. Approval of Building Plans:

(a) Two sets of all building plans including site plans and landscaping plans for proposed structures shall be submitted to the Association or its agent as designated in writing for approval as to

compliance herewith and its design capability prior to the beginning of construction. One set of approved plans shall be retained by The Association to ensure that the Dwelling is built in accordance with approved plans. All such plans shall be approved in writing by the Association prior to commencement of construction. Any change in plans after approval shall be shown on original plans and shall not be acted upon until approval of such change in writing by the Association and endorsed the on original plans.

(b) Upon submission of two sets of final plans, in accordance with above, if the Association determines that proposed plans are not acceptable, Buyer, at their cost will redesign and resubmit plans for further consideration by the Association.

(c) No Owner(s) of any Lot shall apply for a building permit without first having approval of the Association endorsed upon said Owner's building plans.

(d) All Dwellings constructed on any Lot in said plan shall be finished with suitable exterior building material which shall extend to grade of said Lot. Exposed block foundations are prohibited. Aluminum, steel, vinyl and similar siding is prohibited. All proposed building materials for exterior portion of dwelling to be constructed must be approved by the Association or its designated agent, before commencement of construction.

(e) All Dwellings shall have a roof covering of slate, cedar shakes, tile, dimensional asphalt/fiberglass shingles or a similar material. Lot number 41 shall not be subject to this restriction until or unless such time as the existing non-conforming roof may be replaced, at which time this exemption expires.

8. All areas disturbed in connection with construction shall be landscaped and seeded or planted with ground cover that will blend with area. All lawns must be either seeded or sodded within six months or next immediate growing season after erection of Dwelling on Lot, whichever occurs first. All trees over six (6) inches in diameter as measured at a point two (2) feet above ground level shall remain undisturbed unless located in a Dwelling site or driveway.

Each lot shall have a minimum of four inch (4") trees in front yard. Each lot shall also have a minimum of thirty (30) shrubs planted.

9. No above ground swimming pools are permitted.

10. No exterior television antennas, satellite dishes, or antenna towers are permitted except when located where it is not visible from the street.

11. All driveways and turning aprons must be paved with a hard surfacing material such as asphalt, concrete, or brick within six (6) months from date of occupancy. Precast concrete stepping stones are not permitted.

12. All debris resulting from excavation, construction and/or grading of each Lot must be removed by contractor/builder or Owner of Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot in said plan.

13. No Lot in Plan shall be further subdivided or combined with other lots except upon receipt of prior written approval of the Association.

14. Lot number five (5) shall be considered to be a non-conforming and allowable use.

15. These covenants are made for the common benefit of all Owners in said Plan who by acceptance of their respective deeds, shall be conclusively deemed to have accepted and agreed to these covenants, so that if Owner or occupant of any Lot shall at any time violate, or attempt to violate, any of covenants or restrictions herein contained, it shall be lawful for any person or persons owning a Lot or Lots in said Plan to prosecute a proceeding at 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 violation, including but not limited to expenses, losses and attorney's fees incidental to such action.

16. Mail box design and location must be approved by the architectural committee.

17. Owner agrees to take reasonable caution to protect the asphalt street paving and curbs. If any damage is done to these improvements, the cost of repairing or replacing will be assessed the Lot Owner whose Lot abuts said curbs or the paving that has been damaged. To the event it is impossible to determine who is responsible for such damage, the matter must be settled by arbitration of the parties who might have caused such damage and until an agreement is reached and repair or replacement cost is paid, no occupancy of any structure that the construction of which may have caused said damage shall be permitted.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

RECORDED on this _____ day of _____ 1996,
in the Office of the Recorder of Deeds of Allegheny County,
Pennsylvania in Deed Book Volume _____, Page _____.

Given under my hand and seal of the said office, this day
and year aforesaid.

Recorder

**CHERRINGTON MANOR HOMEOWNERS ASSOCIATION
EXECUTIVE BOARD MINUTES
July 12, 1998**

A special meeting of the executive board of the Cherrington Homeowners Association was held on July 12, 1998 at the home of Doug McAdams.

Present at the meeting were :

Laurie Burns
Gilbert Dadowski
Douglas McAdams
Joy Mottel

The meeting was called to order at 8:00 P.M. by board president Doug McAdams.

The purpose of the meeting was to review the appraisals for the three parcels of land which RCJ Corporation (Betters) is interested in purchasing. Additionally, a guideline for covenant violations and corresponding fines will be discussed.

RCJ Interest in Property Purchase

For purposes of discussion the three parcels are identified as Lots 44 & 45 located parallel to Gatehouse Drive, a 2.5 acre strip of land bordering the former equestrian area and the open space common area separating Fox Path and Trout Run. RCJ requested that we price each of the three parcels separately.

1. Combined lots 44 & 45 were appraised at \$36,000.00
2. Former equestrian property parcel is appraised at \$80,000.00
3. Open space between Fox Path and Trout Run is appraised at \$37,500.00

After a lengthy discussion which included anticipated possible concerns from the present Cherrington homeowners having property abutting or nearby each of the parcels, it was agreed that any such homeowner would be offered the property covered by lots 44 & 45 plus the open space between Fox Path and Trout Run at the same price agreed on by RCJ and the board.

Additionally the board agreed that any property sales to RCJ would be subject to approval by the majority of the Cherrington homeowners.

The board agreed to authorize Doug McAdams to negotiate a price with RCJ no lower than 60% of the appraised value for each of the parcels.

Covenant Violations

The board has determined that the association must have an established and properly published list of fines before it can legally assess fines for certain covenant violations. These violations would include things like "improper or lack of landscaping", "property maintenance", "late assessment payments", "left over construction material and debris" etc.

Joy Mottel prepared a comprehensive list of violations together with a proposed schedule of fines which covered all of the other board members items of concern. After discussion the board agreed to adopt the following:

1. **Late Payments:** The current practice is to assess a late payment charge of \$45 if a payment is not received before the end of the current quarter even though the covenants contain a \$15 per month late fee charge. WynCo will be advised that all of our quarterly statements will contain the notation that the quarterly assessment is due within 30 days of issuance and that late charges will be assessed at \$15 per month in accordance with our covenants.

2. **Commencement of Construction to either an existing or new dwelling prior to receiving approval from the Cherrington Architectural Committee:** This includes decks, sun rooms or additions to the structure. Fine of \$100 and immediate cessation of construction until approval is granted by the Architectural Committee.

3. **Unleashed Dogs Running in the Neighborhood:**
First Offense - Written warning
Second or any Additional Offenses - \$50 Fine each incident.

4. **Failure to comply with Covenants Exhibit "C", Item 8 regarding completion of required landscaping within 6 months or next immediate growing season:**

Failure to comply 7 to 9 months - Warning letter and requirement that plans be submitted within 30 days of issuance of warning letter.

Failure to comply after 9 months - \$50 per month fine.

5. **Lawn to be maintained not to exceed 6" in height. The first 8 feet of an undeveloped lot, property along Beaver Grade Road and the fence and "naturally" maintained property that borders any roadway in Cherrington to be maintained not to exceed 9".**

Fine for non-response within 10 days of notification - \$50 per week

6. **Failure to remove all debris on the construction site or adjoining lots resulting from excavation, construction, grading or landscaping within 30 days after completion of construction:**

Fine: \$250 plus any costs incurred by homeowners association for the cleanup

There no further business to conduct, the meeting was adjourned at 9:30 P.M.

Respectfully submitted,

Gil Dadowski
Secretary

Amendment to Cherrington Manor Home Owner Association

Declaration of Covenants, Conditions and Restrictions

Moon Twp., Allegheny County, PA

WHEREAS Cherrington Manor Home Owner Association is a single-family home owners Association (HOA) located in Moon Twp., PA, Allegheny County, operating under the Pa. Uniform Planned Community Act, and

WHEREAS the amended/replacement Declaration of this Home Owner Association was drafted on July 15, 1996 and recorded in the Recorder of Deeds Office of Allegheny County, in DBV 9772, pages 466 et seq., and

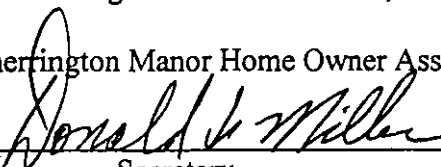
WHEREAS it is now obvious that there are a fewer number of lot owners/home owners willing to stand for election to the Board, the homeowners want to establish a governance structure that defines the number of Board members required, and the term limit than any Board member may serve at Cherrington Manor.

NOW THEREFORE, the lot owners/home owners who represent more than 66 2/3% of the aggregate ownership interest (49 of 69 owners), at a meeting held on November 7, 2001, voted to:

- A) Require that, effective November 7, 2001, there be a *minimum* of three (3) Board members and a *maximum* of five (5) Board members elected to serve, in a representative capacity, all owners of record.
- B) Board members may be elected to one (1), two (2) or three (3) year terms, and each Board member who remains in good standing with the Association (i.e. not delinquent in paying his/her Association dues/fees) shall be eligible to stand for re-election at the end of his/her elected term.

IN WITNESS WHEREOF, the undersigned authorized officers of the Cherrington Manor Home Owner Association hereby certify that this Amendment was duly adopted for the purpose contained herein, in compliance with all known restrictions, regulations and procedures and attesting to the fact that this Amendment was approved by an affirmative vote of more than 66 2/3% of the home owners of record (49 out of 69 affirmative votes) entitled to vote on this issue at a meeting held on November 7, 2001.

Cherrington Manor Home Owner Association


Secretary

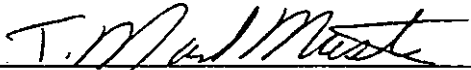

President

12-13-01

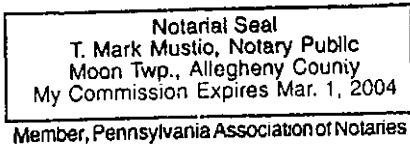
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 13th day of December, 2001, before me, a Notary Public, personally appeared, or satisfactorily proved to be, Donald F. Miller and Daniel Taylor who acknowledged themselves to be authorized officers of the Cherrington Manor Home Owner Association, and acknowledged that they duly adopted and executed the within Amendment to the Association's Declaration of Covenants and Restrictions.

Witness my hand and seal the date and year aforesaid:



Notary Public



Dec 31 11 22 72 90

DEED REGISTRY
02 JAN -9 AM 10:15
COUNTY OF ALLEGHENY

AMENDMENT TO
CHERRINGTON MANOR HOME OWNER ASSOC.
DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS

Moon Twp., Allegheny County, PA

D
2/1/80
JK
mcc-826

Please return to:
Arnheim & Neely Inc., Management Agents
425 N. Craig St. Suite 100
Pittsburgh, PA 15213

(Phone: 412-391-1900)

JOHN L. SCHULTZ
John L. Schultz
2001 DEC 31 AM 9:45
DOCUMENT RECORDED
ALLEGHENY COUNTY PA

08V | 1235PG | 13

SUPPLEMENTARY DECLARATION TO THE CHERRINGTON MANOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
MOON TOWNSHIP, ALLEGHENY COUNTY

This Supplementary Declaration to the Cherrington Manor Declaration of Covenants, Conditions and Restrictions is made as of the 13 day of DECEMBER 2001 and contains the following provisions:

WHEREAS, a Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions dated the 15th day of July, 1996 and recorded in Allegheny County, Pennsylvania in Deed Book Volume 9772, Page 470 created the Cherrington Manor Homeowners Association; and

WHEREAS, the owners of lots in Phase I of Cherrington Manor and the owners of lots in Phase II of Cherrington Manor merged their separate Homeowners Associations into one Homeowners Association known as Cherrington Manor Homeowners Association, said merger is set forth in the Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions, as recorded in Deed Book Volume 9772, Page 470; and

^{we} ~~I~~ ^{we} ~~am~~ ^{I, ANTHONY M. CAPTONE + KAREN CAPTONE} hereby certify that ~~I~~ ^{we} ~~am~~ ^{are} the owner(s) of Lot No. 13 in Cherrington Manor Phase 1, that ~~we~~ ^{we} have read the Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions, dated as of July 15, 1996 (the "Replacement Declaration") and by ~~my~~ ^{our} signature(s) below, cast ~~my~~ ^{our} vote in favor of adoption of the Replacement Declaration.

WITNESS:

Anthony M. Captone

Print Name: ANTHONY M. CAPTONE

Karen S. Captone

Print Name: KAREN S. CAPTONE

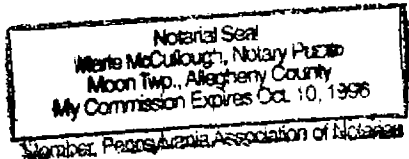
COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this, the 20 day of July 1996, personally appeared Anthony M. Captone + Karen S. Captone, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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



Marie McCullough
Notary Public

My Commission Expires: 10-10-96

[SEAL]

WHEREAS, ARTICLE XII, Section 13 of the Replacement Cherrington Manor

Declaration of Covenants, Conditions and Restrictions provides:

"Section 13. Additional Property. The following procedure applies to any other property which, at the Association's sole option, shall be subjected to covenants, conditions and easements, restrictions, charges and liens herein provided in accordance with the following terms and provisions:

(A) There shall be Recorded with respect to land included in each successive stage a supplementary Declaration or similar instrument subjecting such land to this Replacement Declaration, including all covenants, conditions, easements, restrictions, charges and liens appropriate thereto, except as may be permitted hereunder.

(B) Each Owner hereby grants the Association an irrevocable power of attorney coupled with an interest to subject additional tracts of such real estate to the terms of this Replacement Declaration. Each Owner irrevocably consents to admission of subsequent Owners to the Association with all rights and privileges appurtenant thereto."

WHEREAS, Cherrington Manor Homeowners Association acting through its Board of Directors has agreed that the property known as Phase III of Cherrington Manor shall become a part of Cherrington Manor Homeowners Association and shall be subject to all the terms, provisions, conditions, covenants and restrictions set forth in the Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions dated July 15, 1996; and

WHEREAS, all of the owners of lots in Phase III of Cherrington Manor have agreed that their property shall be held subject to the Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions, and their Consent is attached hereto.

NOW, THEREFORE, the Board of Directors of Cherrington Manor Homeowners Association, for itself and on behalf of all of the owners of lots in Cherrington Manor Phase I and Cherrington Manor Phase II, hereby enact the following:

SECTION 1: The Board of Directors of Cherrington Manor Homeowners Association hereby agrees to accept all of the lots comprising Phase III of Cherrington Manor as a part of Cherrington Manor Homeowners Association. The specific lots being taken into Cherrington Manor Homeowners Association are described as follows:

ALL those certain lots and parcels of land situate in Moon Township, Allegheny County, Pennsylvania, being all of the lots and parcels and real estate described in the Cherrington Manor Phase III Subdivision Plan recorded at Plan Book Volume 221, Pages 95-100, inclusive, as amended by the Cherrington Manor R.C.J. Corp. Phase III – Revised Plan Book Volume 225, Pages 149-152.

SECTION 2: The owners of all of the lots in Phase III of Cherrington Manor do hereby consent to said lots becoming a part of Cherrington Manor Homeowners Association and subject to all of the covenants, conditions and restrictions as set forth in the Replacement Cherrington Manor Declaration of Covenants, Conditions and Restrictions dated July 15, 1996.

SECTION 3: As of the date of this Supplementary Declaration seven (7) lots within Phase III have been conveyed to builders or individual homeowners. The owners of these seven (7) lots are referenced in the consent forms attached hereto and made a part hereof.

Upon the merger of Phase III and the recording of this Supplementary Declaration with the Recorder of Deeds of Allegheny County the two (2) units in Phase III that are now owned by individual homeowners (Serretti and Phillips) shall be subject to all of the terms, provisions, conditions, covenants and restrictions referenced herein including the obligation for quarterly fees. Of the remaining five (5) lots currently owned by builders, each shall be exempt from paying Homeowner Association fees until the property is conveyed. Upon conveying the Deed for these five (5) lots, the subsequent purchaser shall become liable for Homeowner Association fees and will become subject to all of the terms and conditions referenced herein. In consideration of the forgiveness of fees until the property is conveyed the five (5) builders referenced herein forfeit any and all voting rights in the Association. However, should any of these builders purchase another lot in Phase III, they will be subject to pay fees and also hold voting rights for each such lot.

The remaining twenty-two (22) lots in Phase III are currently owned by the Developer, RCJ Corporation. Through an existing agreement, RCJ Corporation is paying the Association a quarterly fee for these lots. This fee is for the use of the gate and road from the gate to Phase III. The agreement with RCJ Corporation provides the obligation to pay quarterly fees will end on December 31, 2001, and it is expressly understood RCJ

Corporation will not be required to continue this obligation after that date. In consideration thereof, RCJ Corporation agrees to give up any voting rights for these twenty-two (22) units in Phase III. Voting rights for these lots and all of the terms and conditions referenced in the Declaration and this Supplementary Declaration including the obligation to pay quarterly fees will resume for these lots upon RCJ Corporation conveying a Deed to subsequent owners.

From and after January 1, 2002, RCJ Corporation shall not be responsible for the payment of any fees imposed by the Association for lots in Phase III until such time as a residence is constructed on any lot and the residence is occupied.

SECTION 4: This Supplementary Declaration shall become effective upon the date of its recording in the Recorder's Office of Allegheny County, Pennsylvania.

SECTION 5: This Supplementary Declaration is made pursuant to a duly constituted meeting of the Board of Directors of Cherrington Manor Homeowners Association held on the _____ day of _____, 2001.

SECTION 6: The Replacement Declaration referred to in Section 2 hereof and this Supplementary Declaration, will supercede and replace in its entirety the Cherrington Manor Phase III Declaration of Covenants, Conditions and Restrictions recorded in the Recorder of Deeds' Office of Allegheny County on January 16, 2001, at Deed Book Volume 10960, Page 231. As stated above, the property within Phase III of Cherrington Manor

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 13th day of December, 2001, before me, a Notary Public, the undersigned officer, personally appeared DANIEL TAYLOR President of Cherrington Manor Homeowners Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

WITNESS my hand and notarial seal.



Notary Public

Notarial Seal
T. Mark Mustio, Notary Public
Moon Twp., Allegheny County
My Commission Expires Mar. 1, 2004

Member, Pennsylvania Association of Notaries

CONSENT

I, ROBERT PHILLIPS, the Owner of ^{LOT} ~~LOTS~~ 307 in

Cherrington Manor Phase III, do hereby consent to the joinder of my Lots in Cherrington Manor Phase III into Cherrington Manor Phase III into the Cherrington Manor Homeowners Association, as provided in this Supplementary Declaration to the Cherrington Manor Declaration of Covenants, Conditions and Restrictions, Moon Township, Allegheny County.

Robert Phillips
Chester Phillips