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Michele Mustello T20080021176
Butler County Recorder ML5MGG444

MASTER DECLARATION OF PLANNED COMMUNITY

for

LESLIE FARMS – A PLANNED COMMUNITY



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

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds

MASTER DECLARATION OF PLANNED COMMUNITY

for

LESLIE FARMS – A PLANNED COMMUNITY

Leslie Farms, L.P., a Pennsylvania limited partnership (the "Declarant") hereby makes this Master Declaration of Planned Community (the "Declaration") with respect to certain real estate described herein.

PREAMBLE

WHEREAS, Declarant is the owner of real property located in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania contained within the Leslie Farms PRD Phase I Plan, which plan is recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania at Plan Book Volume 304, Pages 1 to 12; and

WHEREAS, pursuant to this Declaration, Declarant will create a master planned community with respect to those portions of the Leslie Farms Phase I Plan designated as Lots 101 to 117, Lots 129 to 141, Parcel 1-A, Parcel 1-D, and Leslie Farms Drive, Shelton Place Drive, Essex Court, and Lloydmont Boulevard as shown on the Leslie Farms Phase I Plan until such time such streets are accepted for dedication by Connoquenessing Borough (individually and collectively the "Property"); and

WHEREAS, Declarant intends to develop the Property and to permit the construction thereon of certain quadraplex or garden homes to be organized as a condominium and to be known as "Shelton Place at Leslie Farms", and certain single family homes; and

WHEREAS, each Unit Owner (as hereinafter defined) of a single-family home shall be a Member of the Master Planned Community created by this Declaration; and

WHEREAS, each Unit Owner of a quadraplex or garden home shall be a Member of the Master Planned Community created by this document and, in addition, shall be a Member of a community to be known as "Shelton Place at Leslie Farms" as created by the Shelton Place at Leslie Farms Declaration of Condominium to be recorded; and

WHEREAS, subsequent phases are intended to be developed within Lot 4R, Lots 118-128, Parcel D-R, Parcel C-R, Parcel 1-B, Parcel 1-C, Cameron Square Drive, Sutton Drive, and Lot 6 as shown on the Leslie Farms Phase I Plan; and

WHEREAS, in connection with the development of the Property, certain improvements will be made by Declarant with respect to the Property, which improvements include entry monuments, storm water drainage facilities and storm water detention facilities, and other various improvements, and

WHEREAS, Declarant hereby declares that the Property shall be held, improved, maintained and sold subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the Property, which shall run as a covenant with the land subject to this Declaration, and which shall be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors and assigns; and which shall inure to the benefit of each Unit Owner and Connoquenessing Borough and Forward Township.

NOW THEREFORE, Declarant hereby declares the following covenants, conditions, and restrictions affecting the Property with the intent to be legally bound hereby

ARTICLE I SUBMISSION AND DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Declarant, Leslie Farms, L.P., a Pennsylvania limited partnership, owner in fee simple of the real estate situate in Connoquenessing Borough and Forward Township, Butler County Pennsylvania and more fully described on Exhibit A attached hereto, hereby submits the Property together with and including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Planned Community Act, 68 PA C.S. Section 5101 et seq. (the "Act"), and hereby creates with respect to the Property a planned community to be known as "Leslie Farms – A Planned Community".

Section 1.2. Easements. The following recorded easements may affect the Property:

- a. All roads, public and private in any way affecting the Property.
- b. The following rights of way:
 - i. Lloyd L. Leslie and Marlene E. Leslie (husband/wife) David B. Leslie and Brenda J. Leslie (husband/wife) to CNG Transmission Corporation dated December 6, 1991 recorded February 4, 1992 in Record Book Volume 1948, page 251, as shown on the Leslie Farms PRD Phase I Plan, recorded in Plan Book Volume 304, pages 7-12 ("PRD Plan") in the Recorder of Deeds Office of Butler County, Pennsylvania.
 - ii. R. Wayne Leslie and Martha Irene Leslie to the American Telegraph & Telephone Co. dated September 30, 1969 recorded October 3, 1969 in Deed Book Volume 910, page 851, as shown on the recorded PRD Plan.
 - iii. Wayne Leslie and Irene Leslie to Peoples United Telephone Co. dated May 14, 1970 recorded May 22, 1970 in Deed Book Volume 919, page 19.
 - iv. Wayne Leslie and Irene Leslie to The United Telephone Company of Pennsylvania dated April 18, 1979 recorded May 1, 1979 in Deed Book Volume 1091, page 286.
 - v. Phillip and Sophia Gelbach to the Pittsburgh East & West Railroad Co. dated April 30, 1881 recorded August 15, 1882 in Deed Book Volume 67, page 1.
 - vi. Vicnor Farms, Inc. to Pennsylvania Power Company and the United Telephone Co. dated July 21, 1980 recorded August 1, 1980 in Deed Book Volume 1117, page 194.
 - vii. W.H. Rader to South Penn Oil Co. dated September 6, 1921 recorded October 21, 1921 in Deed Book Volume 386, page 179.
 - viii. Vicnor Farms, Inc. to The American Telegraph and Telephone Company of Pennsylvania dated March 26, 1968 recorded April 2, 1969 in Deed Book Volume 902, page 373 and Communication Systems Easement between said parties dated April 25, 1969 recorded May 12, 1969 in Deed Book Volume 903, page 1002.
 - ix. All rights of way as shown on either the Leslie Farms Plan No. 1 recorded on November 15, 2007 in Plan Book Volume 304, pages 5 and 6 and the Leslie Farms PRD Phase I Plan recorded on November 15, 2007 at Plan Book Volume 304, pages 7-12.
- c. Easements for water, gas, electric, other utilities and sanitary and storm sewers as now or hereafter located and installed at the Property

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein shall have the meanings specified or used in Section 5103 of the Act, or if not defined in Section 5103 but used in the Act shall have the meanings used in the Act unless otherwise defined herein.

1.3.2. Statutory Terms. As used herein, the following terms shall have the specific definitions set forth below when used in this Declaration.

- a. "Additional Real Estate" shall mean all or any portion of Lot 4R, Parcel D-R, Parcel C-R, Parcel 1-B, Parcel 1-C, Lots 118-128, Cameron Square Drive, Sutton Drive, and Lot 6 as shown on the Plan that may be added to the Master Planned Community in accordance with the Act and provisions hereof.
- b. "Common Elements" means all real and personal property located within the Property to be maintained, repaired and/or replaced by the Master Association for the common use and enjoyment of the Members of the Master Association. For purposes of this Master Declaration, the Common Elements are:
 - i. All streets and storm water facilities for the Property until dedication to the Borough of Connoquenessing;
 - ii. All entry monuments erected for the Property;
 - iii. Parcel 1-A as shown on the Plan.
- c. "Common Expenses" means the costs and expenses incurred by the Master Association in maintaining, repairing and/or replacing the Common Elements at the Property. Common Expenses shall also include all insurance costs for the Common Elements at the Property and any reserves established by the Association for the Common Elements at the Property.
- d. "Declarant" means the Declarant described in Section 1.1 above, its successors and assigns.
- e. "Declaration" means this document, as the same may be amended from time to time.
- f. "Executive Board" means the governing body of the Master Planned Community as appointed or elected from time to time in accordance with this Declaration and the By-Laws.
- g. "Master Association" means The Leslie Farms Unit Owners Association, formed solely to operate the Master Planned Community and to be created as either a Pennsylvania non-profit corporation or a unincorporated association.
- h. "Master Planned Community" shall mean the Master Planned Community which is created by the Master Declaration.
- i. "Plan" or "Leslie Farms Phase I Plan" shall mean and refer to the Leslie Farms PRD Phase I Plan recorded in Plan Book Volume 304, Pages 1 to 12 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.
- j. "Unit" shall mean any one or more of the Lots in the Property, including quadraplex units individually (one quadraplex contains four unit.s).
- k. "Unit Owner" shall mean and refer to any owner of a Unit on the Property.

1.3.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

- a. "Building(s)" means any structure erected on the Property.
- b. "Community" means Shelton Place At Leslie Farms, and any other communities created by Declarant, each Community to control the portion of the Property described in its respective planned community declaration.
- c. "Family" means an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of not more than three (3) unrelated persons living as a single housekeeping unit.
- d. "Member" shall have the meaning described in Section 3.1.
- e. "Mortgagee" means the holder of a first mortgage encumbering any Unit in the Condominium.

ARTICLE II EASEMENTS

Section 2.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 5216, 5217 and 5218 of the Act, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain a sales office or model in any Unit title to which is held by the Declarant.

b. Utility Easements. The Property and all units and Common Elements created therein shall be, and are hereby made subject to, easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such public and private utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 2.1(b) shall include, without limitation, the rights of the Declarant, governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment, and facilities, (cable or otherwise), electric wires, conduits, equipment, ducts and vents over, under, through along and on the Property. No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan except as may be approved by the Declarant. Should any entity furnishing a service covered by the General Easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the plan without conflicting with the terms hereof. The easement provided for in this article shall in no way adversely affect any other recorded easements on the Plan. The Declarant shall have the power to dedicate portions of the Common Elements to Connoquenessing Borough or to any other local, state or federal governmental entity and/or any utilities supplier at any time.

c. Declarant's Easement for Development of Property. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes related to the construction, development, leasing and sale of improvements in the Master Planned Community. The easement shall include, without limitation, the right of vehicular, pedestrian ingress and egress, right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs.

d. Stormwater Management Area Easement. Declarant hereby declares and confirms that any portion of the Property on which stormwater management facilities, such as detention ponds, pipes or outfalls are installed is hereby subject to an easement for the purpose of insuring that the same will be preserved and exclusively used as a facility for the control of stormwater runoff from the Property.

e. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Units for the purpose of maintaining and correcting

drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 2.1(e) expressly includes the right to cut any trees, bushes or shrubbery to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected Common Elements as closely to its original condition as possible.

f. Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Master Association to properly maintain the Common Elements are hereby granted and established. These acts shall include, but shall not be limited to, entry upon, over and under the Units or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment together with all other common and usual activity associated with such activities.

g. Easement for Use of Common Elements. Each Owner and each person lawfully on the Property is hereby granted a non-exclusive, perpetual right and easement of access to and enjoyment in common with others of the Common Elements. The rights and easements of access and enjoyment created hereby shall be subject to right of the Association to adopt Rules and Regulations governing the use of the Common Elements.

h. Easement for Encroachments and Relocation of Boundaries Between Units. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists and the Declarant is hereby released from liability for failure to adhere to the Plan. The Declarant will be afforded the opportunity to file a correction to the plan in order to properly reflect the location of Units and Common Elements. Such amendment and correction may include the relocation of boundaries between adjoining Units without the joinder of the owners of such Units or the joinder of the Master Association in the event such relocation of boundaries affects the Common Elements. The Declarant is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Units and their dimensions and identifying numbers.

i. Easement for Access to Common Elements. Declarant, on its behalf and on behalf of its successors and assigns, including future Members of the Master Planned Community, reserves a non-exclusive perpetual right of access in easement on, over, and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress, and regress to all or any part of the Property, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regrading of landscaped areas of the Common Elements.

j. Easement for Ingress to and Egress from Additional Real Estate and for Utilities and Stormwater Management. In the event any or all of the Additional Real Estate is not added to the Planned Community, such Additional Real Estate shall have a perpetual easement in, across, over and through the roads and driveways of the Planned Community. If the Planned Community roads and driveways are used to access the Additional Real Estate, the owner or owners of the Additional Real Estate shall pay a proportional share of the costs of maintaining such roads and driveways. In addition, Declarant reserves for itself, its successors and assigns, the right to extend and tie into main line utility lines in the Planned Community as permitted by public authority and utility company involved, if any, to extend such lines to the Additional Property to service the same and the right to utilize any stormwater facilities in the Planned Community to service the Additional Real Estate.

ARTICLE III MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

Section 3.1 Master Association's Responsibility. The Master Association created by the Master Declaration for the Master Planned Community known as "Leslie Farms Planned Community" shall be responsible for the maintenance, repair and replacement of all Common Elements located within the Master Planned Community, which Common Elements consist of all entry monuments located within the Master Planned Community, Parcel 1-A as shown on the Plan, all storm water facilities located within the Master Planned Community until such time, if ever, such facilities are dedicated to and accepted by Connoquenessing Borough, and all streets located within the Master Planned Community until such time, if ever, such streets are

dedicated to and accepted by Connoquenessing Borough.

ARTICLE IV
THE LESLIE FARMS UNIT OWNER'S ASSOCIATION

Section 4.1 **Establishment of Association.** The Unit Owners Association will be formed under the name of Leslie Farms Unit Owners Association, to be organized as either a non-profit corporation, or an unincorporated association formed under the laws of the Commonwealth of Pennsylvania.

Section 4.2. **Membership.** The Declarant and every person or entity who is a record Unit Owner of a fee or undivided fee interest in any Unit shall automatically be a Member of the Master Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member and provided further that no voting or other privileges and no assessments or charges hereinafter provided for shall be effective for any Unit until settlement after the initial sale thereof by Declarant has occurred or until such Unit has first been occupied, whichever shall first occur; thereafter, all voting and other privileges and assessments and charges shall be fully effective whether such Unit is occupied or not. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind or nature required or desired within the Master Planned Community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for a Unit in the Property, agrees to and shall be subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Master Association.

Section 4.3. **Voting Rights.** Each Unit Owner shall have one vote.

Section 4.4. **Succession.** Upon the transfer of Declarant's control of the Master Association in accordance with Article XI, the Master Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Master Association."

Section 4.5. **Powers of the Master Association.** The Master Association shall have the following powers:

- a. To adopt and amend Bylaws, Rules and Regulations; provided, however, the Master Association may amend the foregoing only after expiration of a period of seven (7) years after the date of recording of this Declaration, unless Declarant otherwise consents.
- b. To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- c. To hire and terminate managing agents and other employees, agents and independent contractors.
- d. To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Master Association or the Planned Community;
- e. To make contracts or incur liabilities
- f. To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- g. To cause additional improvements to be made to the Common Elements.
- h. To acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of Section 5318 of the Act.

- i. To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- j. To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- k. To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the Bylaws and Rules and Regulations of the Master Association.
- l. To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- m. To provide for the indemnification of its officers and executive board and to maintain director's and officers' liability insurance.
- n. To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Master Association.
- o. To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type of the Master Association.
- p. To exercise any other powers necessary and proper for the governance and operation of the Master Association.

Section 4.6. Executive Board. The Executive Board shall be comprised of three (3) natural persons either appointed by Declarant during the period of Declarant control or elected at large by Members of the Master Association. Executive Board members named by Declarant need not be Unit Owners.

Section 4.7. Elections. In all elections for Executive Board Members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election one (1) vote per Unit owned by such Unit Owner. Those candidates for election receiving the greatest number of votes cast in such election shall be elected.

Section 4.8 Staggering of Terms. The terms of the three members shall be staggered so that the terms of one-third of the members will expire and successors be elected at each annual meeting of the Association. Notwithstanding the following, the members, by the vote of members exercising not less than a majority of the voting power of the members, may, from time to time, change the number and terms of members of the Executive Board.

Section 4.9. Removal of Representative. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

Section 4.10. Bylaws. The Bylaws of the Master Association shall provide for all of the following:

- a. The number of members of the Executive Board and the titles of the officers of the Master Association.
- b. The election by the Executive Board of a President, Treasurer, Secretary and any other officers of the Master Association the Bylaws specify.
- c. The qualifications, powers and duties, terms of office and manner of electing and removing members of the executive board and officers in filling vacancies.
- d. Which, if any, of its powers the Executive Board or officers may delegate to other

persons or to a managing agent.

- e. Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Master Association.
- f. The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Master Association deems necessary and appropriate.

ARTICLE V BUDGETS, EXPENSES, ASSESSMENTS, AND ENFORCEMENT

Section 5.1. Quarterly Assessments. All Common Expense assessments made in order to meet the requirements of the Master Association's annual budget shall be deemed to be adopted and assessed on an annual basis payable in quarterly installments, and shall be due and payable in advance on the first day of each quarter. Each Unit created within the Master Planned Community shall be responsible for its pro-rata share of the Common Expense assessments determined by dividing the number 100 by the number of Units that have individual separate ownership existing within the Master Planned Community from time to time (which share will be adjusted with the creation of any Unit within the Additional Real Estate). Declarant shall be responsible for all costs of the Master Association until such time as the Executive Board of the Master Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created and thus subject to the payment of assessments at the time that the Unit Owner became a Member of the Master Association. Declarant shall not be assessed on unsold Units that have not yet been created, but shall only be responsible for any actual costs incurred by the Master Association with respect to such Units to which Declarant holds title upon an equal basis with Units that are sold and occupied.

Section 5.2. Special Assessments. The Executive Board may adopt special assessments relating to each subassociation or relating to the Planned Community in its entirety. Special Assessments shall be due and payable within thirty days (30) of the receipt of such special assessment or as otherwise directed by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

Section 5.3. Lien for Assessments, Fines and Interest. The Master Association shall have a lien against each Unit for any Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 4.5(j), 4.5(k), or 4.5(l) and the reasonable costs and expenses of the Master Association, including legal fees, incurred in connection with collection of any sums due to the Master Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules and Regulations of the Master Association against a Member are collectable as assessments under this Section.

Section 5.4. Subordination of Certain Charges. Any assessments, fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302 (a)(10), (11) and (12) of the Act or this Declaration, shall be subordinate to the lien of any first lien Mortgage on a Unit. The sale or transfer of the Unit pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment that becomes due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Unit from the obligation or liability for any assessments thereafter coming due or from the lien of any such subsequent assessments.

Section 5.5. Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Unit Owner in proportion to the share of Common Expenses payable by such member, said credits to be applied to the next quarterly assessments of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 5.6. Budgets; Capital Expenditures. The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually. It shall be the duty of the Executive Board to prepare and deliver to all Unit Owners copies of each budget approved by the Executive Board and notice of any capital

expenditure approved by the Executive Board promptly after such approval. The Unit Owners, by affirmative vote of two-thirds (2/3) of all Unit Owners (including Units owned by Declarant), pursuant to procedures applicable to voting by members of the Master Association as set forth in the bylaws of the Master Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Executive Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 5.7. Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. In addition, the Master Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Master Association shall also the right to apply any reserve amounts to Common Expenses as the Executive Board deems appropriate.

Section 5.8. Master Association Records. The Master Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act (relating to resales of Units). All financial and other records shall be made reasonably available for examination by any Unit Owner and authorized agents. Within 180 days after the close of its fiscal year, the Master Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Master Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Master Association, within thirty (30) days after submitting a written request to the Master Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Master Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

Section 5.9. Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or Common Expense assessments for sixty (60) days, the Executive Board may, in addition to all other remedies set forth in this Declaration, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

Section 5.10. Interest and Charges. All sums assessed by the Master Association against any Unit that remains unpaid shall bear interest thereon at a rate determined by the Executive Board (but no more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due day for payment. Initially, the interest rate on unpaid assessed amounts shall be eight (8%) percent per annum. Any delinquent Owner shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such. The Executive Board shall have the right to assess late charges.

Section 5.11. Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or the Executive Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

Section 5.12. Implementation. The Master Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article V, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

Section 5.13. Further Assessments. If any annual budget proves inadequate for any reason, including

nonpayment of any Member's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further quarterly assessments. The Executive Board shall service notice of such further assessments on all Units by a statement in writing giving the amount and reasons therefore, and such further assessments shall become effective as determined by the Executive Board. Such further assessments shall be payable over such period of time as the Executive Board may determine.

Section 5.14. Violations and Assessments. If a Member violates any of the terms of this Declaration the Declarant and/or the Master Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Master Association in correcting such violation shall be immediately due and payable by the Member in the form of an assessment.

Section 5.15. Limitation on Expenditures. All expenses charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Master Association may incur or expend pursuant to hereto, shall be approved by the Executive Board, in a written memorandum thereof, prepared and signed by the Treasurer of the Master Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes or repairing, removing, replacing or restoring portions of the Common Elements) requiring an expenditure in excess of \$25,000.00 without the prior approval of 50% of the Unit Owners.

ARTICLE VI INSURANCE

Section 6.1. Insurance to be Carried by the Master Association. The Master Association shall maintain, to the extent reasonably available, all of the following:

a. Property insurance on the Common Elements, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

b. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements.

c. Each Unit Owner shall be an insured person under such policies with respect to liability arising out of membership in the Master Association. If such insurance is not maintained by the Master Association, the Master Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to Unit Owners.

Section 6.2. Other Insurance Carried by the Master Association. The Master Association may carry any other insurance the Executive Board may deem appropriate to protect the Master Association.

ARTICLE VII USE RESTRICTIONS

Section 7.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. Units shall be used only as a residence for a single Family.
- b. No industry, business, trade, occupation or profession of any kind

shall be conducted, maintained, or permitted on any part of the Property; provided, however, that nothing contained herein shall limit or restrict any Unit Owner from maintaining within a Unit a personal professional library, storing personal business or professional records or accounts, handling personal business or professional telephone calls or on an incidental basis, conferring with business or professional associates, clients or customers within a Unit.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board.

d. Except for (i) street or monument signs installed by Declarant or a municipality and (ii) any temporary signs installed by Declarant to facilitate the sale and marketing of Units, no sign of any character shall be erected, placed, permitted, maintained or displayed upon the Property or any Unit except for one (1) "For Rent" or "For Sale" sign, no greater than six (6) square feet in size, referring only to the Unit on which displaced. No sign of any other character shall be erected, placed, permitted, maintained or displayed on the Property or be visible from the exterior of any Unit and any sign placed in violation thereof may be removed by the Declarant or the Association.

e. Except in connection with development or construction activities, no commercial vehicles, construction, or like equipment or mobile trailers, stationary trailers, boats, boat trailers, recreational vehicles, motor homes, campers or motorcycles of any kind shall be stored or parked on the Property except while parked in a garage completely enclosed. Automobile parking is permitted in driveways provided the vehicle is operational. Vehicles shall be subject to such reasonable rules and regulations as the Declarant or the Master Association may adopt.

f. Each and every Unit and any improvement erected thereon is to be maintained in a clean and sanitary condition and in accordance with the standards generally prevailing throughout the Plan. No Unit Owner is to place any garbage, trash or rubbish in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for. No clotheslines or drying yards shall be permitted on the Property. No Unit shall be used in whole or in part for the storage of rubbish of any character, whatsoever, nor for the storage of any property or thing that will cause such Unit to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

g. No permanent tent, carport or satellite dish exceeding thirty-nine and 37/100 (39.37") inches in diameter shall be used, constructed or erected in or on the Property.

h. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board and the written agreement of the Unit Owner of such Unit to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

i. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.

j. No Unit Owner, shall (i) make any installation which extends beyond the boundaries of the Unit Owner's Unit, nor install any window air conditioners, exhaust fans or any other item which protrudes through a window serving a Unit, nor shall any awning or canopy be placed or maintained upon any exterior door, window or any outside wall of any Building without the prior written consent of the Executive Board which shall not be unreasonably withheld; or (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit, without the prior written consent of the Executive Board which shall not be unreasonably withheld.

k. Not more than two (2) non-hoofed household pets may be kept by a Unit Owner in any Unit. A Unit Owner may keep up to two (2) non-hoofed household pets in a Unit Owner provided that such animal(s) (i) are not kept for any commercial purposes, (ii) are kept in strict accordance with any Rules and

Regulations relating to household pets from time to time adopted or approved by the Executive Board, and (iii) do not in the judgment of the Executive Board constitute a nuisance to others. All dogs and cats must be kept on leashes (not longer than six feet in length) when outside a Unit. Dog houses and dog runs are not permitted.

l. No hooved animals of any type may be kept on the Property or in a Unit. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish, or any litter born to a permitted pet prior to the time that the animals in such litter are three months old. However, those pets which are permitted to roam free, or, in the sole discretion of the Master Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. The Executive Board also shall have the authority to restrict or prohibit the keeping of breeds of dogs with a known history of dangerous or vicious behavior.

m.. No outdoor sheds or storage facilities or above-ground swimming pools are permitted on the Property. In-ground pools and spas are permitted provided that they are located in the rear of the residence on the Property.

n. No Unit Owner shall do any work or any other act which would violate the terms, covenants or conditions of this Declaration, the By-laws, the Rules and Regulations, or any law, order, rule, regulation or requirement of any governmental agency having jurisdiction over any portion of the Property.

o. The Declarant reserves to itself the right during the first seven (7) years of the initial term to prepare and record further covenants and restrictions without joinder of any Unit Owner which are not inconsistent herewith, as it may be advisable for the maintenance, use, conservation and beautification of the Units in the plan and for the health, comfort, safety and general welfare of the Owners of said Units.

Section 7.2. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Elements, may be promulgated from time to time by the Executive Board. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 7.3. Powers of the Executive Board to Enforce. The Executive Board shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Master Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in this Declaration.

ARTICLE VIII MORTGAGES

Section 8.1 Mortgages Generally. A Unit Owner may encumber or subject his or her Unit to the lien of a Mortgage. Whether or not they expressly so state, all Mortgages encumbering any Unit and the obligations secured thereby shall be deemed to provide, generally, that the Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration.

Section 8.2 Rights of Mortgagees. Upon the specific written request of a holder of a Mortgage on a Unit or its servicer to the Executive Board, the Mortgagee shall, at the expense of the Unit Owner, be entitled to receive some or all of the following as designated in the request:

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

b. Any audited or unaudited financial statements of the Master Association which are prepared for the Master Association and distributed to the Unit

Owners;

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

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

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

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

g. Notice of any default by the Owner of the Unit that is subject to the Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Master Association to the Unit Owner of the existence of the default;

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

Section 8.3. Production of Documents. The request of a Mortgagee or its servicer shall specify which of the items detailed in Section 8.2 it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the authority for or validity of any request made by a Mortgagee hereunder. Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Master Association or the Executive Board.

Section 8.4. Books and Records. Any Mortgagee shall have the right (exercisable by written notice to the Master Association and at such Mortgagee's sole cost and expense) to examine the books and records of the Master Association, to have prepared an audited financial statement of the Master Association and to require that it be provided with a copy of each annual report of the Master Association.

Section 8.5. Existing Mortgages. The Property is currently subject to a mortgage in favor of Fifth Third Bank ("Fifth Third") as the same may be amended from time to time. For purposes of this Declaration, Fifth Third shall be entitled to all the rights and privileges granted Mortgagees generally under this Declaration, provided, however, such shall not be construed to be a limitation on the Fifth Third Mortgage or any specific rights granted Fifth Third under this Declaration. In the event that Fifth Third shall obtain title to any Unit prior to the sale thereof by Declarant by the exercise of any rights or remedies contained in the Fifth Third Mortgage, then Fifth Third shall also succeed, at its option, to all or some of the rights of Declarant hereunder or under the By-Laws or the Act, as provided in Section 5304 of the Act with respect to the transfer of Special Declarant Rights.

ARTICLE IX LEASING

Section 9.1. Leasing. A Unit Owner may lease or sublease his or her Unit; provided, however,

a. No Unit may be leased or subleased for transient or hotel purposes or for a term of less than six (6) months;

b. No Unit may be leased or subleased without a written lease or sublease;

c. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and

d. A breach of this Declaration, By-Laws or Rules and Regulations of the Master Planned

Community shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Master Planned Community.

ARTICLE X
ANNEXATION OF ADDITIONAL REAL ESTATE

Section. 10.1. **Additional Real Estate.** The additional real estate shall consist of all or any portion of Lot 4R, Parcel D-R, Parcel C-R, Parcel 1-C, Parcel 1-B, Lots 118-128, Cameron Square Drive, Sutton Drive, and Lot 6 as shown on the Plan that may be added to the Master Planned Community in accordance with the Act and the provisions thereof. With respect to the Additional Real Estate, the Declarant makes the following representations in accordance with the Act:

- a. The Declaration reserves the option to create Units, Common Elements, Limited Common Elements and all of the foregoing within the Additional Real Estate.
- b. The option reserved in subparagraph (a) will expire seven (7) years after the recording of the Declaration. There are no other circumstances that will terminate this option before the expiration of the time limit.
- c. The only limitations on the option reserved under subparagraph (a) are the limitations created by or imposed by the Act; otherwise, there are no limitations.
- d. The interest in the Master Association appurtenant to each Unit, the relative voting strength in the Master Association appurtenant to each Unit, and a share of Common Expense assessments appurtenant to each Unit in the Additional Real Estate is based upon a formula of "A" equals 100 divided by "B" with "A" equal to the interest in the Master Association relative voting strength and share of Common Expense assessments appurtenant to each Unit and "B" equal to the number of total Units created both originally and in the Additional Real Estate.
- e. Any portion of the Additional Real Estate may be added and there are no assurances with respect to order or portions that may be added.
- f. The maximum number of Units that may be added within the Additional Real Estate is 250.
- g. All of the Units in the Additional Real Estate when created will be restricted exclusively to residential use.
- h. The maximum density of Units in the Additional Real Estate is 2.6 lots per acre.
- i. There are no assurances made with respect to the compatibility of the Units created in the Additional Real Estate or with respect to the architectural style, quality of construction, principal materials employed in construction or size of Units that may be created in the Additional Real Estate.
- j. In the event that Units are created in the Additional Real Estate and added to the Master Planned Community the same restrictions affecting the use, occupancy and alienation of the Units that apply to the Units originally created will apply to those Units created within the Additional Real Estate.
- k. There are no assurances made with respect to the general description of the other improvements and Common Elements and Limited Common Elements may be made or created within the Additional Real Estate.
- l. There are no limitations as to the locations of any buildings or other improvements that may be made within the Additional Real Estate.

- m. There are no assurances that any of the Common Elements and Limited Common Elements created within the Additional Real Estate will be of the same general types and sizes as those contained within other parts of the Planned Community.
- n. There are no assurances that the proportion of the Common Elements and Limited Common Element appurtenant to the Units created within the Additional Real Estate will be approximately equal to the portion existing in other parts of the first phase. Any assurances made herein will not apply in the event the Additional Real Estate is not added to Master Planned Community

ARTICLE XI DECLARANT'S RIGHTS AND RESPONSIBILITIES

Section 11.1. Special Rights and Obligations. Any and all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation or enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the Public Records of Butler County, Pennsylvania. Declarant reserves the special right, if needed, to merge or consolidate the planned community pursuant to Section 5223 of the Act.

Section 11.2. Control. Subject to Section 5303 of the Act, Declarant shall have the right to be represented on the Executive Board and to cast the votes allocated to any Unit owned by Declarant.

Section 11.3. Orderly Transfer of Control. Control may be transferred in the following ways:

Section 11.3.1. Appointment and Removal.

a. Subject to this Article, for a period of seven (7) years from the date of the recording of this Declaration, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the Master Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Executive Board.

b. This period of Declarant's control will terminate no later than the earlier of: (i) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Units to Owners other than a Declarant; (ii) two (2) years after a Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Units in additional phases of development was last exercised.

Section 10.3.2. Further Requirements. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots (including Units created in the Additional Real Estate) to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units (including Lots created in the Additional Real Estate) to Members, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by the Members.

Section 11.4. Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Master Association in accordance with this Article, the Declarant shall grant and convey to the Master Association title to the Common Elements by special warranty deed. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Master Association until all improvements to the Common Elements as may be required by the Borough of Connoquenessing (pursuant to any development approvals) have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. Except as provided to the contrary in Section 5303(a) of the Act, the Master Association, the members of the Master Association, the Executive Board, and its members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Master Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Master Association in the performance of the Executive Board members' duties;

c. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss of damage caused by theft of or damage to personal property left by such Unit Owner or his or her tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

d. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties;

e. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence; and

f. Shall have no liability by reason of being an officer, director, agent, employee or affiliate of Declarant.

Section 12.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Master Association against all expenses and liabilities, including reasonable attorney's fees, incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases where such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Master Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Master Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

Section 12.4. Limitation of Liability of Declarant. From and after the Declarant's transfer of control of the Master Association in accordance with Article XI the Declarant its successors, administrators, executors, assigns, members, officers and employees (i) shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property however and wheresoever, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers, or employees, (ii) shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence, and (iii) shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the plan and shall have no liability arising out of the use, misuse, or condition of the Common Elements except for the Declarant's willful misconduct. The Declarant and its principals and officers shall be indemnified by the Master Association against all expenses and liabilities including attorney fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant.

ARTICLE XIII AMENDMENT OF DECLARATION

Section 13.1. Declarant's Rights. Until the expiration of Declarant's rights to control the Master Association pursuant to Article XI, Declarant shall have the unilateral right to amend this Declaration, as Declarant deems necessary, so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse affect upon the development of the Planned Community. No amendment requirement by a state or local government unit or authority will be deemed material. So long as the Declarant has not transferred control as envisioned in Article XI, no amendment to this Declaration shall be effective or recorded without Declarant's review and written consent.

Section 13.2. Amendment Procedure. Following the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of two-thirds (2/3) of the Unit Owners unless unanimous consent of the Unit Owners is required by the Act. Any amendment to be effective must be recorded in the public records of Butler County, Pennsylvania. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 13.3 Rights of Mortgagees. Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would (i) be a material amendment as defined by the Federal National Mortgage Association or have the effect of (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. In any event, a Mortgagee shall be conclusively deemed to have approved an amendment if the Mortgagee fails to submit a written response to the Association within thirty (30) days after the Mortgagee receives notice of a proposed amendment..

Section 13.4. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or to that effect Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans or an opinion from independent counsel to the effect that the proposed amendment is permitted by Section 5219(f) of the Act. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

ARTICLE XIV WARRANTIES

Section 14.1 Declarant's Warranty. Declarant warrants against structural defects in structures constructed by or on behalf of Declarant for two (2) years from the date each Unit is conveyed to a bona fide purchaser. Declarant further warrants against structural defects in the Common Elements (except those which have been dedicated to a governmental unit) for two (2) years, which period shall begin as to each of the Common Elements whenever such Common Element has been completed or, if later, at the time that first Unit in the Planned Community has been conveyed to a bona fide purchaser. The term "structural defects" means those defects in components constituting any Unit or Common Element which would require repair, renovation, alteration or replacement and either (a) reduce the stability or safety of the structure below acceptable standards or (B) restrict the normal intended use of all or any part of the structure. No action to enforce the warranty set forth herein shall be commenced later than six (6) years after the warranty begins. Except as set forth herein, the Units and Common Elements are being sold as is without warranty or representation of any kind, expressed or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or habitability.

Section 14.1 No Warranty on Units Not Constructed by Declarant. **DECLARANT SHALL NOT BE HELD TO MAKE OR HAVE MADE ANY WARRANTIES, REPRESENTATIONS OR COVENANTS WHATSOEVER WITH RESPECT TO UNITS OR OTHER IMPROVEMENTS CONSTRUCTED IN THE PLANNED COMMUNITY BY A PERSONS OR ENTITIES OTHER THAN DECLARANT.**

ARTICLE XV ARCHITECTURAL CONTROL

Section 15.1. Guidelines and Procedures. The Declarant shall have the right to control and approve the construction of buildings, structures, and other improvements placed on each lot and prepare initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Planned Community. The Design Guidelines may contain general provisions applicable to all of the Planned Community, as well as specific provisions which vary from one portion of the Planned Community to another depending upon the location, unique characteristics and intended use thereof. The Declarant shall make the Design Guidelines available to Unit Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Planned Community and all such person shall conduct their activities in strict accordance with such design guidelines. Any Design Guidelines established by Declarant shall apply to construction and modifications commenced after the date of the adoption of such guidelines only.

Section 15.2. Architectural Review Committee. The Declarant shall have the right to create an architectural review committee to review all applications for construction and modification of Units and to administer Design Guidelines. The Committee, acting on behalf of the Declarant, shall have the authority to adopt design guidelines, if Declarant has not adopted any such guidelines, and to amend them from time to time, without the consent of the Unit Owners. The Committee shall make the Design Guidelines available to Unit Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Planned Community and all such person shall conduct their activities in strict accordance with such design guidelines. Any guidelines established by such a committee shall apply to construction and modifications commenced after the date of adoption of such guidelines only. Until 100% of the Planned Community has been developed and conveyed to Owners other than builders, the Declarant retains the right to appoint all Members of the committee. The members of the Committee need not be Members of the Master Association and may, but need not, include architects, engineers or similar professionals whose compensation, if any, shall be established from time to time by Declarant. Declarant may establish reasonable fees to be charged by the Committee for review of applications hereunder and may require such fees to be paid in full prior to any review of any application.

Section 15.3. Approval. The approval of either the Declarant or the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposal, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 15.4. Variance. The Declarant or the Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or esthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations.

Section 15.5. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of esthetic considerations only and neither the Declarant nor the Committee shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements. Neither the Declarant nor the Committee shall be held liable for any injury, damages or loss arising out of the manner or quality of construction of or modifications to any Unit.

Section 15.6. Square Footage Requirements. Declarant reserves the right to require that certain buildings to be constructed on the Property must contain a minimum of square footage living space, as calculated by Declarant or Declarant's assignee, as the case may be, excluding any porches basement area, whether finished or unfinished, and garage. Any limitation in any lot purchase agreement or construction contract shall not limit the application of such restrictions as contained herein.

- a. Ranch Homes or Split-Level Homes. All ranch homes or split-entry homes have a minimum of 1,200 square feet of living space.
- b. Two-Story Homes. All two-story homes shall have a minimum of 1,600 square feet of living space.

Section 15.7. Enforcement. Any construction, alteration or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, Owner shall at their own cost and expenses remove such construction, alteration or other work and shall restore the land to substantially the same condition as existed prior to the construction alteration or other work. Should any owner fail to remove and restore as required hereunder, Declarant or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a special Assessment pursuant to this Declaration.

ARTICLE XVI MISCELLANEOUS

Section 16.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Property. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 16.2. Applicability of Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration and the covenants, conditions and restrictions set forth in the deed to such Unit. The acceptance of a deed or mortgage to any Unit, or the entering into a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration and the covenants, conditions and restrictions set forth in Section 1.2 hereof and in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 16.3. Eminent Domain. In the event that all or any portion of the Property is acquired by any governmental entity pursuant to the exercise of the power of eminent domain, then the Master Association shall represent all Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such condemnation. By acceptance of a deed for any Unit, each Unit owner shall be conclusively presumed to have appointed the Master Association his or her attorney-in-fact for all matters concerning condemnation of all or any portion of the Property. Any proceeds or damages paid to the Master Association pursuant to any

condemnation shall be disposed of pursuant to Section 5107 of the Act.

Section 16.4. Mechanics' Liens. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the General Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Master Association, shall be paid by the Master Association and shall be a Common Expense.

Section 16.5. Enforcement. The Master Association (and Declarant so long as Declarant is a Unit Owner), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or Declarant to enforce shall in no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Master Association hereunder shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act.

Section 16.6 Arbitration. To the extent permitted by the Act, any controversy or dispute involving the interpretation of this Declaration shall be settled by an arbitrator, in Pittsburgh, Pennsylvania in accordance with the Commercial Rules of Arbitration then followed by the American Arbitration Association, or any successor to the functions thereof. The arbitrator shall have the right and authority to determine how its decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final and conclusive on the Unit Owners and may be entered in and enforced by any Court having jurisdiction thereof. There shall be no appeal from any decision or award of the arbitrator other than for gross negligence or willful misconduct.

Section 16.7. Reassessment of Uncollectible Assessments. In all cases where all or part of any assessments for Common Expenses and Limited Common Expenses cannot be promptly collected from the persons or entities liable therefore, the Executive Board may reassess the same as a Common Expense without prejudice to its rights of collection.

Section 16.8. Capital Improvement Fee Upon Resale. In accordance with and subject to Section 5302 (12) of the Act, upon any transfer of a Unit by any owner other than Declarant, a contribution shall be made by on behalf of the purchaser to the Capital Improvement fund of the Master Association in an amount equal to one-fourth (1/4) of the annual Assessments for that Unit for that year as determined by the Executive Board. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. Funds so collected and deposited in the Master Association's Capital Improvement fund shall be maintained by the Master Association in a separate capital account and may be expended only for new Common Elements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. The contribution to the Capital Improvement fund shall be collected at the closing on any resale of a Unit and shall constitute a lien against the Unit until collected and paid over to the Master Association.

Section 16.9. Effective Date: Severability. This Declaration shall become effective when it has been recorded. In the event that any provision of this Declaration is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between this Declaration and the Act, the Act shall control except in those instance where *the* Act by its terms permits variations.

Section 16.10. Use of Words "Leslie Farms" and "Shelton Place at Leslie Farms". No person shall use the words "Leslie Farms" or "Shelton Place at Leslie Farms", or any derivative thereof of any printed or promotional material without the prior written consent of the Declarant.

Section 16.11. Incorporation of Recitals. The recitals set forth in the preamble section of this document are hereby incorporated herein as is fully set forth and repeated herein.

Section 16.12. Conflicts with Connoquenessing Borough Ordinances. In the event that any of the

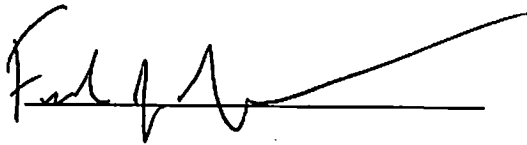
provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Borough of Connoquenessing, any Borough approvals, the applicable provisions, terms and conditions of the Borough requirements shall prevail for all matters involved in any conflicts.

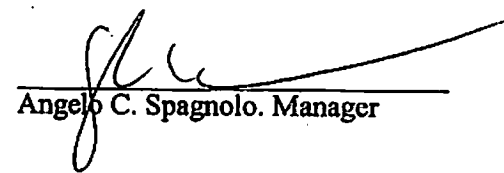
Section 16.13. Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniformed Planned Community Act shall prevail.

IN WITNESS WHEREOF, Declarant have caused this Declaration to be duly executed on this 30th day of October, 2008.

WITNESS: **LESLIE FARMS, L.P., a Pennsylvania limited partnership**

By: Manor Development Group, LLC, a Pennsylvania limited liability company
General Partner



By: 
Angelo C. Spagnolo, Manager

Commonwealth of Pennsylvania)
County of Allegheny) ss.

On this the 30th day of October, 2008, before me, a Notary Public, the undersigned officer, personally appeared Angelo C. Spagnolo, who acknowledged himself to be the Manager of Manor Development, LLC, a Pennsylvania limited liability company, general partner of LESLIE FARMS, L.P., a Pennsylvania limited partnership, and as such Manager, being authorized to do so, acknowledged the foregoing declaration to be the act and deed of Manor Development, LLC, general partner of Leslie Farms, L.P., and desires that the same be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires

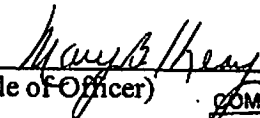

(Title of Officer)

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary B. Keay, Notary Public
Pine Twp., Allegheny County
My Commission Expires May 25, 2012
Member, Pennsylvania Association of Notaries

ALL THOSE CERTAIN pieces, parcels, or lots of land situate in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania being known and designated as Lots 101-117, Lots 129-141, Parcel 1-A, Parcel 1-D, Lloydmont Boulevard, Shelton Place Drive, Essex Court, and Leslie Farms Drive in the Leslie Farms PRD Phase I as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania in Plan Book Volume 304, Pages 1 to 12.

**AMENDMENT TO
MASTER DECLARATION OF PLANNED COMMUNITY**

for

LESLIE FARMS - A PLANNED COMMUNITY

This Amendment to Master Declaration of Planned Community for Leslie Farms - A Planned Community is made this 31st day of August, 2011, by LESLIE FARMS, L.P., a Pennsylvania limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, pursuant to a certain Master Declaration of Planned Community dated October 30, 2008, recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania, at Instrument Number 200811030024502 (the "Master Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S § 5101 et seq. (the "Act"), certain real property located in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania as described in the Master Declaration and shown on the Leslie Farms PRD Phase I Plan recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania at Plan Book Volume 304, Pages 7 to 12 (the "Phase I Plan"), and created a Master Planned Community known as Leslie Farms (the "Master Planned Community"); and

WHEREAS, pursuant to Article X of the Master Declaration, Declarant reserved an option to convert into Units (Lots), Common Elements, Limited Common Elements, or any combination thereof, all or any portions of the Additional Real Estate as described in the Master Declaration; and

WHEREAS, Declarant desires to convert into Units (Lots), Common Elements and Limited Common Elements that portion of the Additional Real Estate known as Lots 118 to 145 inclusive, and Parcel 1-B, as shown on the Leslie Farms PRD Phase I - Revised Plan, which Plan is recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 316, Pages 44 to 47 (the "Phase I - Revised Plan"), as well as the streets as shown on the Phase I - Revised Plan until such time as such streets are accepted for dedication by Connoquenessing Borough or Forward Township, and to ratify the conversion into Units (Lots), Common Elements and Limited Common Elements of the aforesaid Lots (collectively, the "Property"); and

WHEREAS, pursuant to Article XIII of the Declaration, Declarant has the right to amend the Master Declaration prior to the transfer of Declarant control as described in the Declaration; and

WHEREAS, Declarant desires to make certain amendments to the Master Declaration.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Master Declaration as set forth below

1. All capitalized terms used herein which are not defined herein shall have the meanings specified in Article I of the Master Declaration.

2. Pursuant to the provisions of Article X of the Master Declaration and of § 5211 of the Act, Declarant hereby declares and ratifies that the Property, including all of the buildings and improvements erected and to be erected thereon henceforth, are Units (Lots), Common Elements or Limited Common Elements and shall be held, improved, maintained, and sold and conveyed subject to the covenants, conditions and restrictions set forth in the Master Declaration. The Master Declaration is hereby amended to provide that the Lots 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, and 145 as shown on the Phase I – Revised Plan shall be converted within the Additional Real Estate and added as Units to the Master Planned Community. The Master Declaration is hereby further amended to provide that Parcel 1 – B as shown on the Phase I – Revised Plan shall be converted within the Additional Real Estate and added as Common Elements to the Master Planned Community. The Master Declaration is hereby further amended to provide that the streets as shown on Phase I - Revised Plan shall be converted within the Additional Real Estate and added as Common Elements to the Master Planned Community until such time as such streets are accepted for dedication by Connoquenessing Borough or Forward Township.

3. The following definitions shall be added to Article II of the Master Declaration:

“Leslie Farms PRD Phase I – Revised Plan” shall mean and refer to the Leslie Farms PRD Phase 1 - Revised Plan as recorded on October 31, 2009 in the Recorder of Deeds Office of and for Butler County, Pennsylvania at Plan Book Volume 316, Pages 44-47.

“Plan” shall collectively mean and refer to the Leslie Farms PRD Phase I Plan, as revised, and the Leslie Farms PRD Phase I – Revised Plan, as amended.

4. With the recording of this Amendment, there are now a total of 97 Units created in the Master Planned Community, including quadraplex units individually.

5. Article 1.2 of the Master Declaration, titled “Easements” is hereby amended in relevant part to read as follows:

1.2 Easements and Leases. The following recorded easements and lease agreements may affect the Property:

b. The following rights of way:

ix. All rights of way and other matters as shown on the Leslie Farms Plan No. 1 recorded on November 15, 2007 in Plan Book Volume 304, pages 5 and 6, as amended, the Leslie Farms PRD Phase I Plan recorded on November 15, 2007 at Plan Book Volume 304, pages 7-12, as amended, and the

Leslie Farms PRD Phase I – Revised Plan as recorded on October 30, 2009 at Plan Book Volume 316, pages 44-47, as amended.

- d. The certain Oil and Gas Lease from Leslie Farms LP to Phillips Production Company dated July 6, 2010 and recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania on September 1, 2010 at Instrument No. 201009010019579.

The remaining portions of Article 1.2 not amended by this amendment remain in full force and effect.

- 6. Except as specifically amended hereby, the Master Declaration, as amended, remains in full force and effect in accordance with its terms.

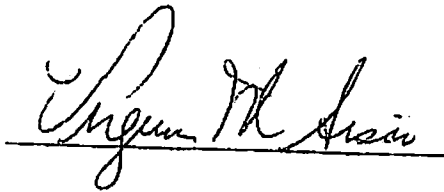
THIS AMENDMENT TO MASTER DECLARATION is being executed by Dominic Gigliotti as Manager and Member of Manor Development Group, LLC, a Pennsylvania limited liability company, which is the general partner of the Declarant, as authorized agent of the Declarant.

IN WITNESS WHEREOF the Declarant has executed this Amendment the day and year first above written.

ATTEST:

LESLIE FARMS, L.P., a Pennsylvania limited partnership

By: Manor Development Group, LLC, a Pennsylvania limited liability company
General Partner



BY: _____
Name: Dominic Gigliotti
Title: Manager and Member

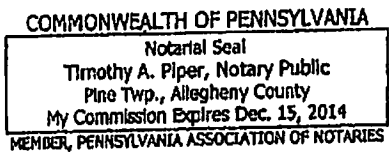
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

AND NOW, to-wit, this 31st day of August, 2011, before me, the undersigned officer, a notary public, personally appeared DOMINIC GIGLIOTTI, an individual, and who, being duly sworn according to law, deposes and says that he is the manager and member of MANOR DEVELOPMENT GROUP, LLC, a Pennsylvania limited liability company, sole general partner of LESLIE FARMS, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such limited liability company, as general partner of Leslie Farms LP.

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

Timothy A. Piper
Notary Public

My Commission Expires:



CERTIFICATE OF RESIDENCE

I, VIRGINIA M. SISCO, the Undersigned, do hereby certify that the precise residence of Grantee(s) is 11279 PERRY HIGHWAY, SUITE 509 WEXFORD PA 15090

Witness my hand this 31st day of August, 2011.

Virginia M. Sisco

Recorded _____

_____ Number

**AMENDMENT TO MASTER
DECLARATION OF PLANNED COMMUNITY**

Vol.

for

LESLIE FARMS -- A Planned Community

Page _____

By

**LESLIE FARMS, L.P.
a Pennsylvania limited partnership**

Fees, \$ _____

Mail To:
Leslie Farms, LP
Manor Development, LLC
11279 Perry Highway, Suite 509
Wexford, PA 15090

Commonwealth of Pennsylvania)
)
County of Butler)

SS:

Recorded on this _____ day of _____ A.D. 2011, in the Recorder of Deeds Office of the said County, in Deed Book Vol. _____, page _____.

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

Recorder



Michele Mustello

Butler

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20110029545
Date/Time: 09/08/2011 13:54:25
Method Received: Walk-In
Clerk: BRearick

Customer Name : GIGLIOTTI HOLDINGS

MAILING LABEL
LESLIE FARMS LP
MANOR DEV LLC
11279 PERRY HWY STE 509
WEXFORD PA 15090

Transaction Detail

| Instrument Number | Instrument Type | Record Fees | Equip Fee | State Tax | Transfer Tax | CJEA | ATJ | Copy | Cert Copy | Copy Fee | Total | Subtotal |
|-------------------|-----------------|-------------|-----------|-----------|--------------|---------|---------|------|-----------|----------|---------|----------|
| 201109080021423 | MODIFICATI | \$ 17.50 | \$ 5.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | N | N | \$ 0.00 | \$ 0.00 | \$22.50 |

First Party Name
LESLIE FARMS LP

Second Party Name
LESLIE FARMS

Payment Information

Method of Payment: Check
Payment Control ID: 7932
Authorized Agent

| | |
|------------------|---------|
| AMOUNT PAID: | Amount |
| LESS AMOUNT DUE: | \$22.50 |
| CHANGE RECEIVED: | \$22.50 |
| | \$0.00 |



SECOND AMENDMENT TO DECLARATION OF LESLIE FARMS A PLANNED COMMUNITY

WHEREAS, Leslie Farms, a Planned Community, is located in the Borough of Connoquenessing Borough and Forward Township, Butler County, Pennsylvania, and was created by the recording of a Master Declaration of Planned Community at the Butler County Recorder of Deeds office on November 3, 2008 at Instrument No. 200811030024502.

WHEREAS, the First Amendment to the Declaration was prepared on August 31, 2011, and

WHEREAS, pursuant to Article XIII, Section 13.2 of the Declaration recorded with the Butler County Recorder of Deeds, on November 3, 2008, the Declaration may be amended only by the affirmative vote of two-thirds (2/3) of the Unit Owners. Any such Amendment shall take effect upon recording the Amendment as set forth in 68 Pa. C.S.A. §5219(c). All such Amendments shall only become effective upon recording; and

NOW THEREFORE, after obtaining an affirmative vote of the Unit Owners representing at least sixty-seven (67%) of the Unit Owners, the Master Declaration of Leslie Farms, a Planned Community, is hereby amended as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: The Declaration is hereby amended to revise Article VII(m), which currently reads as follows:

(m) No outdoor sheds or storage facilities or above-ground swimming pools are permitted on the Property. In-ground pools and spas are permitted provided that they are located in the rear of the residence on the property.

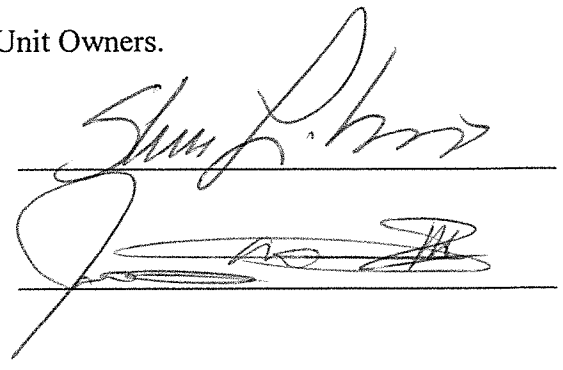
THIRD: From and after the date of recording this Amendment, Article VII(m) of the Declaration shall read as follows:

(m) One shed per single family home lot may be permitted in the rear yard only. The shed must be approved in writing by the Leslie Farms Board prior to installation. No above-ground swimming pools are permitted on the Property. In-ground pools and spas are permitted provided that they are located in the rear of the residence on the property.

This Amendment is intended to be limited in scope. Except as set forth herein, the remaining portions of the Master Declaration and any properly recorded Amendment thereto shall remain in effect.

CERTIFICATION

We, the President and Secretary of Leslie Farm, a Planned Community, certify that the foregoing Second Amendment to the Declaration of Community was approved by an instrument signed by at least sixty-seven (67%) percent of all Unit Owners.



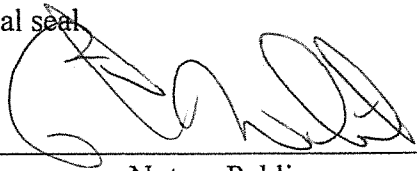
The image shows two handwritten signatures in black ink, each written over a horizontal line. The top signature is larger and more stylized, while the bottom signature is smaller and more compact. The lines are solid black and extend across the width of the signatures.

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY *Butler*)

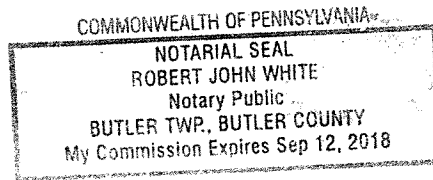
7/27/18 ^{RSW}

Before me, a Notary Public, personally appeared *Sherrice J. Libecco* + as
President of Leslie Farms, a Planned Community, and *John H. Albert III*, as
Secretary of Leslie Farms, a Planned Community, and acknowledged that they signed the
foregoing instrument for the purposes therein contained.

In witness whereof, I have set my hand and notarial seal



Notary Public



Mail To:
Fred C. Jug, Jr.
Brandt Milnes + Rea, P.C.
310 Grant Street, Suite 1109
Pittsburgh, PA 15219