

SEWICKLEY
HEIGHTS
MANOR

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

*Declaration Recorded October 17, 1974 in Recorder's Office,
Allegheny County - Document No. 53720*



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SEWICKLEY HEIGHTS MANOR
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION, made this Seventeenth day of October, 1974,
by MINNOCK CONSTRUCTION COMPANY, a Pennsylvania Corporation,
hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, Minnock Construction Company, the Developer, proposes to develop all of that land in the Township of Aleppo, County of Allegheny, State of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto; and

WHEREAS, said land is to be developed as a planned development called Sewickley Heights Manor in several successive stages, and Developer proposes to cause all of said land to be subjected to the covenants, conditions, easements, restrictions, charges, and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing thereon; and

WHEREAS, Developer proposes to undertake immediately the development of that portion of said land legally described in Exhibit "B-1", attached hereto; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Pennsylvania, as a non-profit corporation, the SEWICKLEY HEIGHTS MANOR HOMES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer hereby declares that all of the land described in Exhibit "B-1", and such additional thereto as may be added in accordance with

Exhibit "A", shall be held, sold, and conveyed subject to the following covenants, conditions, easements, restrictions, charges, and liens which shall run with the land and shall be binding upon and shall inure to the benefit of all persons having any right, title, or interest therein or any part thereof and their respective heirs, legatees, personal representatives, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean a not-for-profit corporation named Sewickley Heights Manor Homes Association, its successors and assigns, created for the purpose of administering the property in accordance with the terms hereinafter set forth.

Section 2. Properties shall mean that certain real property described in Exhibit "B-1" and such additions thereto as may hereafter be brought within the jurisdiction of the Association described in Exhibit "A".

Section 3. Common Properties shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Property to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "C-1", attached hereto.

Section 4. Lot shall mean any plot of land used or intended for residential or commercial purposes and shown upon any recorded subdivision map of the Properties, specifically excepting the Common Properties.

Section 5. Residential Areas shall mean all real property consisting of one or more lots.

Section 6. Unit shall mean and refer to any portion of a building situated upon a Lot which is part of the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. Member shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

Section 9. Developer shall mean and refer to Minnock Construction Company, its successors and assigns.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

Section 2. Voting. The Association shall have two classes of Voting Membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Developer and shall be entitled to eight (8) votes for each Lot owned by the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs first:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1981.

ARTICLE III
PROPERTY RIGHTS

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

- (a) the right of the Association to limit the number of guests that may use the common facilities;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property by guests of Owners;
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to members of his family or his tenants.

Section 3. Title to Common Properties. Prior to the conveyance of any Lot in any stage of development of Sewickley Heights Manor, fee simple title to any Common Properties included therein shall be conveyed to the Association, free and clear of all encumbrances and liens, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements, and conditions as the same may

be and appear in prior instruments of record, except current real property taxes, which taxes shall be prorated to the date of conveyance then of record, including those set forth in the aforesaid Declaration, Supplementary Declaration, or similar instrument. The Common Property to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "C-1", attached hereto.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by him within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance be deemed to covenant and agree, to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas and of the homes situated upon the Properties, including but not limited to exterior building maintenance, the payment of common area taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Annual Association Assessments are intended to provide funds for use in relation to the Common Areas and for the conduct of the general affairs of the Association.

Annual Maintenance Assessments are intended to provide funds for use in relation to the Residential Areas.

Special Assessments are intended to provide funds in relation to capital improvements in the Common Areas.

Section 3. Maximum Annual Assessment. Until the year beginning January 1, 1976, the maximum aggregate total in any calendar year (hereinafter called "Maximum

Annual Assessment") of the Annual Association Assessment and the Annual Maintenance Assessment shall be \$360.00 Dollars per Unit. Assessments shall be collected and paid in monthly installments. The Developer shall be assessed one-fourth (1/4) of the Maximum Annual Assessment for any completed Units remaining in his ownership after completion.

- (a) From and after January 1, 1976, the Maximum Annual Assessment may be increased each year not more than ten per cent (10%) above the Annual Assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1976, the Maximum Annual Assessment may be increased above ten per cent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount.
- (d) Any amount accumulated in excess of the amounts required for actual expenses and reserves, shall be credited to each Owner according to the number of months the Owner was assessed in that year and shall be applied to their next monthly installments, until exhausted. Any net shortages shall be added, using the same formula, to the installments due in the succeeding six (6) months.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be delivered or mailed to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Dates. The Annual Association Assessments and the Annual Maintenance Assessments shall commence as to all Units on the first day of the month following the month in which the Developer conveys title to the purchased Unit. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Basis for Estimated Annual Assessment.

- (a) Annual Association Assessments shall be fixed in uniform amounts for all Units. Annual Maintenance Assessments may be fixed in unequal amounts, but shall be uniform in amount as to each classification of Unit. The classification shall reflect such factors affecting cost of maintenance as size, configuration, and replacement materials.
- (b) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

- (c) Written notice of the assessment shall thereupon be sent to every Owner subject thereto.
- (d) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- (e) In the event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Owner shall continue to pay the monthly charges at the then-existing monthly rate established for the previous period until the same shall be determined.

Section 8. Effect of Non-payment of Assessments - Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such Assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment, provided however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE V

INSURANCE

Each Owner shall keep the Unit now or hereafter situated on his Lot insured against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance, under policies issued by the company or companies designated by the Board of Directors and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear, such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses on the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of the Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VII

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property except as provided above.

Section 2. Taxes. The Real Estate Taxes are to be separately taxed to each Unit Owner for his Lot and Unit only. Common Property Taxes shall be treated as part of the Common Expenses.

Section 3. Utilities. Each Unit Owner shall pay for his own telephone, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

ARTICLE VIII
UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots within the Properties with respect to utility service connections, including sanitary and storm sewer, water, electric, and telephone lines and related facilities, shall be governed by the following:

- (a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot owned by other than the Owner of a Lot served by the connections, the Owner of any Lot served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots in or upon which the connections, or any portion thereof, lie in order to repair, replace, and generally maintain said connections to the full extent necessary for such purposes.
- (b) Whenever utility service connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot and shall have the same license and right as are provided immediately hereinabove with respect to portions lying in or upon Lots owned by other Owners.
- (c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE IX

ENCROACHMENTS

Each lot within the Properties is hereby declared to have an easement over all adjoining lots for the purpose of ingress, egress, and regress to and from the living quarters erected on said lot, and for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage or rainwater from roofs, or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners. In the event a structure on any lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each lot agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. No building addition, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration, or change has been commenced prior to the completion thereof, approval shall not be required, and this Article will be deemed to have been fully complied with. This Article shall not apply to dwelling units constructed as new dwelling units at their inception.

Section 2. Owners may plant flowers on their own Lot provided they assume the responsibility for their maintenance and provided the plan is submitted to and approved by the Board of Directors or its designated committee.

ARTICLE XI

USE RESTRICTIONS - GENERAL REGULATIONS

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

- (a) Unit Restrictions. No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred. Notwithstanding anything contained herein, the Developer has the right to use any Units owned by it for models and for sales offices and administrative offices.
- (b) Use of Common Properties. The Common Properties and facilities may be used by all Unit Owners and/or residents, their families, guests, and invitees, subject to such rules and regulations as may be established by the Association.
- (c) Unit Maintenance. Each Unit Owner shall furnish and be responsible, at his own expense, all of the maintenance, repairs, and replacements within his own unit.
- (d) Prohibited Use. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Properties without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Areas which violates the law or which will increase the rate of insurance on the Building or contents thereof.
- (e) Exterior Attachments. Owners shall not cause or permit anything to be placed on the outside walls of the Building, and no awning canopy, shutter, radio, or TV antenna shall be affixed to or placed upon the exterior walls or roofs without the prior written consent of the Board of Directors.
- (f) Balconies. No rugs, clothes, sheets, blankets, laundry of any

kind, or other articles shall be hung from the balconies. Balconies shall be kept free and clear of rubbish, debris, and other unsightly materials.

- (g) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (h) Temporary Structures. No structure of a temporary character, dog house, trailer, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently except by the Developer in completing the Development.
- (i) Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period.
- (j) Pets. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit on any Lot or in the Common Areas, except that dogs, cats, or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be kept leashed when outside the Unit.
- (k) Garbage and Refuse Disposal. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations by the Association.
- (l) Laundry Lines. Laundry poles and lines outside of Units are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear of each unit on days other than Sundays and legal holidays, and such dryer shall be removed from the outside when not in actual use.

Section 2. Additional Rules and Regulations. The Board of Directors may adopt

such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Properties, and for the health, comfort, safety, and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Lot Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years after the date upon which this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument executed and acknowledged by the Owners of not less than seventy-five per cent (75%) of the Lots. Any such amendment shall be effective upon recordation in the office of the Recorder of Deeds of the County in which the property is situated. The recital in any such amendment that has been executed and acknowledged by not less than the specified percentage of Lot Owners shall be conclusive and binding on all persons.

Section 4. Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association members.

Section 5. Liability of the Board. The Members of the Board and its officers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers against all contractual liability to others arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Additional Properties. Developer shall cause each successive stage of Sewickley Heights Manor to be subjected to the covenants, conditions, easements, restrictions, charges, and liens herein provided in accordance with the following terms and provisions:

- (a) The development of each successive stage within Sewickley Heights Manor shall be in accordance with the General Plan of Development attached hereto as Exhibit "A".
- (b) There shall be recorded with respect to the land included in each successive stage a Declaration or Supplementary Declaration or similar instrument subjecting such land to the scheme of this Declaration, including all of the covenants, conditions, easements, restrictions, charges, and liens appropriate thereto.
- (c) Prior to the conveyance of any Lot in any successive stage of development of Sewickley Heights Manor, fee simple title to any Common Properties included therein shall be conveyed to the Association, free and clear of all encumbrances and liens, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements, and conditions as same may be and appear in prior instruments of record, except current real property taxes, which taxes shall be prorated to the date of conveyance then of record,

including those set forth in the aforesaid Declaration,
Supplementary Declaration, or similar instrument.

- (d) Unless otherwise stated therein, such General Plan of
Development as described in Exhibit "A" shall not bind
the Developer, its successors and assigns, to make the
proposed additions or to adhere to the Plan in any subsequent
development of the land shown thereon.

*Declaration Recorded October 17, 1974 in Records Office,
Allegheny County - Document No. 53720*

This Declaration is made under and by virtue of a Resolution of the Board of Directors of the party of the first part duly passed at a regular meeting thereof, held on the 17th day of October, 1974, a full quorum being present, authorizing and directing the same to be made and done.

IN WITNESS WHEREOF, The said Corporation, party of the first part, has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, the day and year first above written.

MINNOCK CONSTRUCTION COMPANY

By Patrick Minnock
PATRICK MINNOCK PRESIDENT

ATTEST:

Sarah A. Minnock
SECRETARY



COMMONWEALTH OF PENNSYLVANIA -)
COUNTY OF ALLEGHENY) SS:

On this 17th day of October, A.D. 1974, before me, a notary public, the undersigned officer, personally appeared Patrick Minnock, who acknowledged himself to be the President of Minnock Construction Company, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

John L. Chappo
NOTARY PUBLIC TITLE OF OFFICER

JOHN L. CHAPPO, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
September 22, 1975