

**THE DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR MARSHALL HEIGHTS, A FLEXIBLE PLANNED COMMUNITY,
CRANBERRY TOWNSHIP, BUTLER COUNTY,
COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 10th day of April, 2008, by
MARONDA HOMES, INC., a Pennsylvania corporation, (the "Declarant") as the owner in fee
simple of the respective real estate further herein described.

WITNESSETH

**ARTICLE I
PROPERTY DESCRIPTION AND SUBMISSION**

1.1. Property Ownership and Description. The Declarant is the owner in fee
simple of the real property described and referred to as the Committed Real Estate under Article
1.4 of this Declaration, all of which real property is situate in Cranberry Township, Butler
County, Pennsylvania, as more fully described on Exhibit "A" attached hereto and incorporated
herein by reference (the "Real Estate").

1.2. Intention to Develop Some or All of Real Estate As A Planned
Community. The Declarant intends to develop some portions or all of the Real Estate as part of a
multi-phased planned community known as "Marshall Heights, a flexible planned community"
("Planned Community"). As portions of the Real Estate are committed to the development and
land use described herein, such portions of the Real Estate will become and be made part of the
Planned Community, and an amendment to this Declaration specifying the portions committed to
the Planned Community will be prepared and recorded. All portions of the Real Estate
committed to the Planned Community will be developed in accordance with this Declaration and
in accordance with the provisions of the Act.

1.3. Development of Real Estate. The Real Estate may be developed for
Common Elements and Single Family Units -- consisting of up to 53 lots, together with the
Controlled Facilities, if any, required for each Unit.

As of the date of this Declaration, the Declarant has committed to develop all of
the Real Estate as a planned community or to develop all of the Units described above, and the
Declarant does not reserve the right and option in this Declaration and in accordance with the Act
to convert convertible real estate and withdraw withdrawable real estate (as each is described
herein).

Return TO:

Cranberry Township
c/o Row Henshaw
2525 Rochester Rd.
1 Suite 400
Cranberry Township, PA 16066

1.4. Committed Real Estate. The Declarant has committed to develop and hereby submits to the Planned Community in accordance with and subject to this Declaration that land use plan for the development of 53 Units on that portion of the Real Estate known and referred to as Marshall Heights, as described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (the "Committed Real Estate").

1.5. Convertible/Withdrawable Real Estate. None

1.6. Additional Real Estate. None

ARTICLE II

DEFINED TERMS AND DESCRIPTION OF PLANNED COMMUNITY

2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

2.2 General Definitions:

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.).

(b) "Association" means the Marshall Heights Community Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

(c) "Board of Directors" means the Board of Directors of the Association.

(d) "Building(s)" means any buildings constructed or erected on the Real Estate.

(e) "Bylaws" means the Bylaws of the Association.

(f) "Committed Real Estate" has the meaning described in Article 1.4.

(g) "Common Elements" means Common Facilities and Controlled Facilities.

(h) "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, and including, without limitation, Common Facility Expenses and Controlled Facility Expenses.

(i) "Common Facilities" means all real estate and improvements within the Planned Community which benefit all of the Units in the Planned Community generally, including but not limited to, the following, any of which may or may not be constructed in the sole discretion of the Declarant: storm water detention systems and ponds not dedicated to the public, open space, all streets and roadways located in the Planned Community which are not dedicated to the

Township, and entrance monuments that provide common community services required or desired for the general use and benefit all Owners generally, all as shown on the Plats and Plans now shown or as hereinafter amended.

(j) "Common Facility Expenses" means the expenses of the Common Facilities, which expenses shall include, but not be limited to, expenses of maintenance and liability insurance and to pay wages for Association employees, Association management expenses, legal and accounting fees.

(k) "Controlled Facilities" means all real estate and improvements within the Planned Community which is part of, or benefits solely, a Unit, which is not a Common Facility, but which is maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Association.

(l) "Controlled Facility Expenses" means the expenses of the Controlled Facilities, which are to be assessed against the Owners if incurred by the Association as the result of its responsibility for maintaining, improving, repairing, replacing, regulating, managing, insuring and controlling the Controlled Facilities which are part of, or benefit solely, the Units.

(m) "Convertible Real Estate" None

(n) "Declarant" means the Declarant described in Article 1.1 above and all successors to any of the Declarant's rights.

(o) "Declaration" means this document, as the same may be amended from time to time.

(p) "Improvements" means all of the Buildings and Common Elements described on Exhibits "A" and "" as the same may be amended from time to time.

(q) "Lot" means a lot as described in the Plat(s) or Plan.

(r) "Owner" mean the Owner of a Unit.

(s) "Planned Community" has the meaning as described in Article 1.2.

(t) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the Real Estate and made a part hereof, evidencing the Improvements shown on Exhibits "A" as it may be amended from time to time.

(u) "Real Estate" means the real estate described in Exhibit "A".

(v) "Withdrawable Real Estate" None

(w) "Unit" means that portion of the Planned Community designated for separate ownership or occupancy.

2.3 Identifying Number. Each Unit to be built in the Committed Real Estate shall be identified with a unit number.

2.4 Number of Units. The Planned Community shall be developed in accordance with Articles 1.3 and 1.4. It shall consist of a maximum number of 53 Units.

2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale thereof.

ARTICLE III **EASEMENTS**

3.1 Easements. The Declarant hereby creates the following easements:

(a) Easement for Sales Offices, Management Offices and Models. The Declarant shall have the right to maintain sales offices, management offices and models on the Real Estate and to relocate such models, management offices and sales offices from time to time anywhere within the Real Estate. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales offices, management offices and models shall be limited to sales activities of the Declarant, its agents, employees, representatives, partners, associates and assigns. The Declarant reserves the right to place models, management offices and sales offices on any residential building lot and only on residential building lots in such manner, of such size and in such locations as the Declarant deem appropriate. The Declarant may from time to time relocate models, management offices and sales offices to different locations within the Real Estate. Upon the relocation of a model, management office or sales office on any residential building lot, the Declarant may remove all personal property and fixtures there from. Any fixtures not so removed shall be deemed part of the open spaces and any personal property not so removed shall be deemed the property of the Association.

(b) Easement for Advertising Signs. The Declarant shall have the right to maintain on the Real Estate such advertising signs as the Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. The Declarant may from time to time relocate such advertising signs.

(c) Termination of Easements. The easements created by Article 3.1 hereof shall terminate upon the conveyance by the Declarant of all of the Lots on the plats embracing all of the Real Estate.

3.2 General Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and

governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Article 3.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, 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 and equipment and ducts and vents over, under, through, along and on the Lots, street rights of way and common spaces.

3.3 Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the drainage easement as shown on the Plan for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Article 3.3 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 property as closely to its original condition as practicable.

3.4 Easements for Encroachment. To the extent that any Unit or Common Facility encroaches on any other Unit or Common Facility, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Facility, including gutters and downspouts, a valid easement for the storm water exists.

3.5 Unit Utility Easement. Each Unit shall be subject to a blanket easement over, across each Unit to install, repair, replace, and maintain all utilities, including, without limitation, water, sanitary sewer, gas, storm sewer, telephone, electricity, telecommunications and internet services and cable TV.

3.6 Maintenance Easement. The Controlled Facilities, and to the extent necessary, the Units themselves, shall be subject to a non-exclusive right and easement in the Association, including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate for the performance of the duties and functions which the Association is permitted or obligated to perform under this Declaration, if any, and for providing maintenance and repairs.

3.7 Easement for Governmental, Health, Water, Sewage Disposal, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Elements. The Declarant further reserves an easement over the Common Elements as needed for the installation, maintenance and operation of any central water and sewage disposal systems which may serve the Planned Community.

3.8 Environmental Easements. The Declarant reserves for its benefit and the Association and their respective agents and employees an easement on, over and across any and all

unimproved areas in the Planned Community for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, procedures promulgated or instituted by the Board of Directors or by a governmental entity.

3.9 Additional Easements. The Planned Community and Lots shall be subject to all easements and licenses shown on Exhibit "A" as it may be amended from time to time.

3.10 Recorded Easements. A current listing of all recorded easements and rights of way are attached hereto as listed on the attachment identified in Section 3.9 of this Declaration.

ARTICLE IV COMMON ELEMENTS

4.1 Maintenance and Responsibility of Common Elements. It shall be the obligation of the Association to maintain the Common Elements, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Elements once they are deeded to the Association. The Association shall be responsible for all costs associated with liability insurance on any Common Elements once they are deeded to the Association. The Developer shall be responsible for the maintenance, repair, reconstruction or replacement of any of the Common Elements prior to the conveyance of the Common elements to the Association. The revised drainage areas not shown on one of the 53 building lots are part of the open space for the development. The entrance way to the culverts (not the culverts themselves) for the drainage areas must be maintained and kept clear by the Association.

4.1 (a) Declarant shall convey the Common Area to the HOA free and clear of all monetary liens and encumbrances. Conveyance shall be completed no later than 90 days after the last home is transferred to a purchaser.

4.2 Maintenance and Responsibility of Units; Right of Entry. Except as otherwise provided herein, the Owner of each Unit shall be responsible for the care, maintenance and repair of his or her Unit. In the event the Owner shall fail to maintain any Unit in a manner satisfactory to the Board of Directors consistent with this Declaration and Bylaws, and such failure shall have an adverse impact on other Owners or the Association, the Board of Directors shall have the right to enter said Unit and to repair, maintain and/or restore the Unit. Such right of entry and repair shall be exercisable only upon fifteen (15) days written notice given to the Owner thereof, unless, in the discretion of the Board of Directors, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added and become part of the Assessment to which said Unit is subject.

4.3 Owners' Enjoyment of Common Elements.

(a) Owner's Easement of Enjoyment. Upon the sale of a Unit, every Owner shall have a right and easement of enjoyment in and to the Common Facilities and Controlled Facilities applicable to that Unit, which right and easement shall be appurtenant to and shall pass with the title to every Unit, and shall be subject to the provisions of this Declaration including the rights of the Association as set forth herein and in the Bylaws.

(b) Delegation of Use. Any Owner may delegate in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Facilities to the members of his or her family, tenants and up to two (2) social invitees without the prior approval of the Association. Notwithstanding the foregoing, every Owner and its invitees (without limit in number) shall have the right to ingress and egress over, upon and across all streets and roadways located in the Planned Community as necessary for access to his or her Unit and shall have the right to lateral support, and such rights shall be appurtenant to and pass with the title to the Unit.

ARTICLE V USE RESTRICTIONS

5.1 Use and Occupancy of Lots and Buildings. The occupancy and use of the Units, Lots and buildings shall be subject to the following restrictions.

(A) None of the Units or Lots set forth above shall be used for any purpose other than residential uses.

(B) No structure shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on said Plan as recorded.

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

(D) No trailer or tent shall be placed on any building plot, except for a home builders construction trailer. No garage or any structure other than the Unit for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently. No Unit in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(E) Easements are shown on the recorded plans and reserved for sewers, drainage and utility installations, and maintenance and for such purposes and uses as may be shown on said Plans as recorded. All Lots are subject to such easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the directions or flow of drainage channels in the easements.

(F) The owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the owners of adjoining Lots and their successors and assigns, which easements shall be a covenant running with the property. Any owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

(G) No fence shall be erected on any building plot or along line thereof nearer to the road upon which said plot fronts than the main front wall of the Unit erected thereon, or built to a greater height than six (6) feet.

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

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

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

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

(L) The Owner shall agree to accept the responsibility and transfer from the Declarant, Declarant and/or co-permittee of the required Pennsylvania General NPDES Permit for the discharges of storm water from construction activities as issued by the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau, of Land and Water Conservation.

(M) The open space, as identified on the Plans, shall be perpetually preserved as open space and shall not be utilized for residential or commercial purposes. No encroachment or construction shall be permitted in the open space except as identified on the plan as recorded.

These covenants are made for the common benefit of all Owners in said Planned Community who by acquisition of their respective Lots, shall be conclusively deemed to have accepted and agreed to these covenants or restrictions herein contained, it shall be lawful for any person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses, and attorney's fees incidental to such action.

Subject to any required governmental approvals, any of these covenants may be modified in their applications and/or their terms, at the discretion of the undersigned.

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

ARTICLE VI **ARCHITECTURAL CONTROL**

6.1 Declarant's Right to Control Improvements. For the purpose of further insuring the development of the premises as an area of high standards, and subject to any required governmental approvals, the Declarant reserves the power to control the buildings, structures and other improvements placed on each Unit and Lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as the Declarant shall deem necessary and proper, including, but not limited to the following:

(a) No building or other structure shall be commenced, erected or altered on any Lot until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to the Declarant and the Declarant shall have approved the plans, in writing, as to the harmony of external design and location in relation to the surrounding structures and improvements and the topography of the property. The plans required under this subsection shall be submitted to the Declarant prior to any mortgage application or any submission to any governmental body for approval.

(b) No building or other structure shall be erected, constructed or altered on any Lot of any external building material except stone, brick, finished stucco, cedar wood siding, vinyl, aluminum, tongue/groove siding or ship-lap siding. In the event new exterior products are developed, the Declarant will consider the same for approval but shall not be obligated to approve any particular material.

6.2 Subdivision of Lots. None of the Lots shall at any time be subdivided, except the Declarant shall, subject to any required governmental approvals, have the right to further subdivide any Lot.

ARTICLE VII **ASSOCIATION**

7.1 Membership. For the purpose of ownership and maintenance of open spaces and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all Owners, each and every Owner in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws of the Association, a non-profit corporation.

7.2 Succession. Upon the sale by the Declarant of all of the Units provided in the plats embracing all of the Real Estate, the 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 "Association".

7.3 Rules and Regulations. The Association shall have the right to promulgate rules and regulations governing the used and operation of the common facilities and to set fees for the use of those facilities.

7.4 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(a) Delegation of Authority. To appoint committees of the Board of Directors (which need consist of only one member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

(b) Contracting for Services. To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the common facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

7.5 Allocation of Interest for Voting. Each Unit shall have one vote in the Association.

7.6 Additional Association Responsibilities.

(a) The Developer agrees that sidewalks will be owned and maintained (including repair, reconstruction, and replacement and winter maintenance/snow removal) by the Homeowner's Association. If such Homeowner's Association does not exist at the time of occupancy of the first unit in the Development, the Developer agrees to own and maintain the sidewalks until such time that the Association is formed.

(b) All or a portion of the open space will be transferred to the Homeowner's Association if the Township does not take ownership of all or a portion of the open space.

(c) The Developer agrees that the landscaping for the common areas will be preserved, maintained and replaced in kind by the Homeowner's Association, in the event of removal, destruction or death.

(d) Marshall Heights Homeowner's Association and/or assigns shall be responsible for all maintenance of the pedestrian easement in the Marshall Woods, Phase 1 open space 1-C behind lot 110 and connecting to North Boundary Road.

ARTICLE VIII

BUDGETS; COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

8.1 Budget. There shall be an annual budget for Common Expenses (the "Assessment").

8.2 Monthly Assessments. The Assessments made in order to meet the requirements of the Association's annual budget for each shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Such Assessments shall be Twenty-Three dollars and 00/100 (\$23.00) per month, per unit, subject to increases as determined by the Association. Further assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors (Declarant shall be exempt from all Assessments).

8.3 Assessments for Common Expenses. The budget for the Common Expenses shall not include any amount for the expenses of a Common Facility if the Declarant has retained and not transferred to the Association the responsibility for the maintenance and repair of that Common Facility, and no Unit shall be subject to an assessment for a Common Facility Expense for a particular Common Facility until the responsibility for the maintenance and repair of that Common Facility is transferred from the Declarant to the Association. Notwithstanding anything herein to the contrary, the budget for the Common Expenses shall not include any amount for the expenses of a Controlled Facility on any Unit unless and until a dwelling designed for multiple family residential purposes has been fully erected to completion thereon.

8.4 Allocation of Interest for Common Expenses The percentage of Common Expenses shall be allocated on all Units in equal amounts on a pro rata basis by dividing the Common Expenses by the number of Units. The initial percentage of Common Expenses for each Unit is the estimated budget for the Common Expenses divided by the total number of Units.

8.5 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinate to the lien of a prior recorded mortgage on a Lot.

8.6 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the common facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty Five Percent (25%) of the annual budget for Common Expenses (including reserves) without the prior approval of the Owners entitled to cast two-thirds (2/3) of the votes of all Owners. The foregoing shall not apply to any Common Expenses that are a result of any Convertible Real Estate being added pursuant to Article 1.5.

8.7 Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to Two Hundred and 00/100 Dollars (\$200.00) and shall remit such amount to the Association. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the 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 Board of Directors deems appropriate.

8.8 Accounting. Fifty five (55) days before each calendar or fiscal year, the Association shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

8.9 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Owner's monthly assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further monthly assessments according to each Owner's membership in the Association. Such further monthly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Owners by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Board of Directors.

8.10 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the open spaces to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Owner, said credits to be applied to the next monthly assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter, until exhausted.

8.11 Acceleration. If an Owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

8.12 Interest and Charges. All sums assessed by the Association against any Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth day following default in payment of any monthly assessment when due. Any delinquent owner shall also be obligated to pay (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, subject to Article 8.2 above.

8.13 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VIII and to otherwise provide for the efficient fiscal operation and management of the open spaces.

8.14 Assessments Pro Rata. The Association in imposing any assessments under this Article VIII shall impose such assessments on a pro rata basis.

ARTICLE IX **EFFECT AND ENFORCEMENT**

9.1 Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations and servitudes set forth herein shall run with the land and each Owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

9.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner and the reversionary owner shall have a lien upon such Unit or Lot to secure payment of all such accounts.

(b) Should the Owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty days, the Declarant or Owner in whose favor said lien has arisen, their respective heirs, successors and assigns shall have the right to interest on such liens at the rate of fifteen (15%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Unit or Lot or portions of Units or Lots, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure or otherwise.

(d) No delay or omission on the part of the Declarant or the Owners in the Real Estate in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

9.3 Severability. Each and every of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.4 Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

ARTICLE X

DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS AND SERVITUDES

10.1 Duration. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any Unit in such premises, regardless of how he acquired title, perpetually unless terminated by a vote of not less than two-thirds (2/3) of the members of the Association.

ARTICLE XI DECLARANT'S RIGHTS

11.1. Declarant Control: The Declarant has created the Association and will retain control of said Association as provided for in Section 5303 of the PA Uniform Planned Community Act (68 Pa. C.S.A. §5303(c)). During the period of Declarant Control set forth below, the Declarant may appoint and remove officers and Board of Director members or designate a person to make such appointments or removals. The Declarant may voluntarily surrender the right to appoint and remove officers and Board of Director members before the period of Declarant Control set forth below has terminated. In that event the Declarant may require, for the duration of the period of Declarant Control, that specified actions of the Association or Board of Directors as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

11.2 Period of Declarant Control The period of Declarant Control shall run from the date of the first conveyance of a Unit to a person other than the Declarant for a period of not more than seven (7) years; provided, however, that the period of Declarant Control will terminate no later than the earlier of the following:

- (a) Sixty (60) days after conveyance of 75% of the Units to Owners; or
- (b) Two years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

11.3 Election of Members to Board during Declarant Control Not later than 60 days after conveyance of 25% of the units which may be created to Owners other than a Declarant, at least one member and not less than 25% of the members of the Board of Directors shall be elected by Owners other than the Declarant. Not later than 60 days after conveyance of 50% of the units that may be created to Owners other than a Declarant, not less than 33% of the members of the Board of Directors shall be elected by Owners other than the Declarant.

ARTICLE XII LIMITATION OF LIABILITY

12.1 Standard of Conduct. In the performance of their duties, the officers and members of the Board of Directors shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board of Directors upon which they may serve, in good faith, in a manner they reasonably believe to be in the best

interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(a) In discharging the duties of their respective positions, the Board of Directors members and officers may, in considering the best interests of the Association, consider the effects of any action upon suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(b) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Board of Director member or officer or any failure to take any action shall be presumed be in the best interest of the Association.

12.2 Good Faith Reliance. In performing his duties, an officer or Board of Director member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more of the officer(s) or employee(s) of the Association whom the officer(s) or Board of Director member(s) reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Board of Director member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Board of Directors upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Board of Director member reasonably believes to merit confidence.

(d) An officer, of Board of Director Member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

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

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

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

12.5 Reservations, Special Declarant Rights. The Declarant reserves the following Special Declarant Rights to:

- (a) Complete improvements indicated on plats and plans, including but not limited to Convertible Real Estate, under Section 5210 of the Act.
- (b) Convert Convertible Real Estate under Section 5211 of the Act.
- (c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.
- (d) Convert a Unit into two or more Units, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.
- (e) Maintain offices, signs and models under Section 5217 of the Act.
- (f) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Convertible Real Estate under Section 5218 of the Act.
- (g) Appoint or remove an officer of the Association or an Board of Directors member during any period of Declarant Control under Section 5303 of the Act.

12.6 Reservation to Convert Convertible Real Estate. None

12.7 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn. Said option to add Additional Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

12.8 Assurance. At such time as the Planned Community is expanded, if at all, the maximum number of Units on the Convertible Real Estate in aggregate will be no more than 0 Units and the maximum number of Units on the Real Estate in the aggregate will be no more than 53 Units. Any buildings to be constructed on the Convertible Real Estate and Units therein shall be compatible in quality, materials and architectural style with the Buildings and Units in the Planned Community except that no assurance is made as to size of buildings or Units. All Units would be restricted to residential use. The Declarant makes no assurance (i) as to location of Buildings or Units or other improvements and Common Elements within the Convertible Real Estate or the extent thereof, or (ii) that any Common Elements created within any Convertible Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (iii) that the proportion Common Elements to Units created within any Convertible Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. The Declarant expressly reserves the right to designate Common Elements in the Convertible Real Estate and to make improvements. The Declarant makes no assurances as to such improvements or Common Elements. If Units are created in the Convertible Real Estate each Owner therein shall be a member of the Association, each new Unit shall have one vote in the Association and each Unit shall have equal Common Expense liability with all other Units for Common Expenses (and each Unit shall have liability for Special Allocations under Section 5314 of the Act). The percentage of Common Expense liability of each Unit shall be determined by dividing the total of the previously existing and any newly created number of Units into 100, and the quotient is the percentage of Common Expense liability of each Unit for Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Convertible Real Estate. In the event that the Declarant shall not add, or adds and then subsequently withdraws, any portion of the Convertible Real Estate the Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described in Exhibits "A" as they may be amended from time to time and operates the same without restriction.

12.9 Reservations to Withdraw Real Estate. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If Real Estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn real estate. Each remaining Unit shall have one vote in the Association and each remaining Unit shall have equal Common Expense liability with all other remaining Units for Common Expenses (and each Unit shall have the liability for Special Allocations under Section 5314 of the Act). The percentage of

Common Expense liability shall be determined by dividing the number of remaining Units into 100 and the quotient will be the percentage of Common Expense liability of each Unit for Common Expenses. In the event that the Declarant withdraws any portion of the Withdrawable Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community. Said option to withdraw Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

**ARTICLE XIII
AMENDMENT**

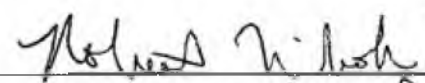
13.1 Amendments. Subject to the Declarant's rights under Article 11, this Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Owners at a meeting of all Owners after written notice of the meeting is given to all Owners. The Amended Declaration shall be signed by the President of the Association recorded at the Recorder of Deeds Office of Butler County and indexed against all record owners.

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed to these presents on the day and year first above written.

WITNESS:

DECLARANT: Maronda Homes, Inc.





vice president of land

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
 } s.s.
COUNTY OF *Allegheny* }


On this 10th day of April A.D., 2008, before me, a Notary Public in and for said County and Commonwealth, the undersigned officer, personally appeared ROBERT MIHOK who acknowledged himself to be the Vice President of Land for MARONDA HOMES, INC., a Pennsylvania corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Vice President of Land for Maronda Homes, Inc.

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


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kelly A. Campbell, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Jan. 20, 2010
Member, Pennsylvania Association of Notaries


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

Cranberry Township

Butler County, PA

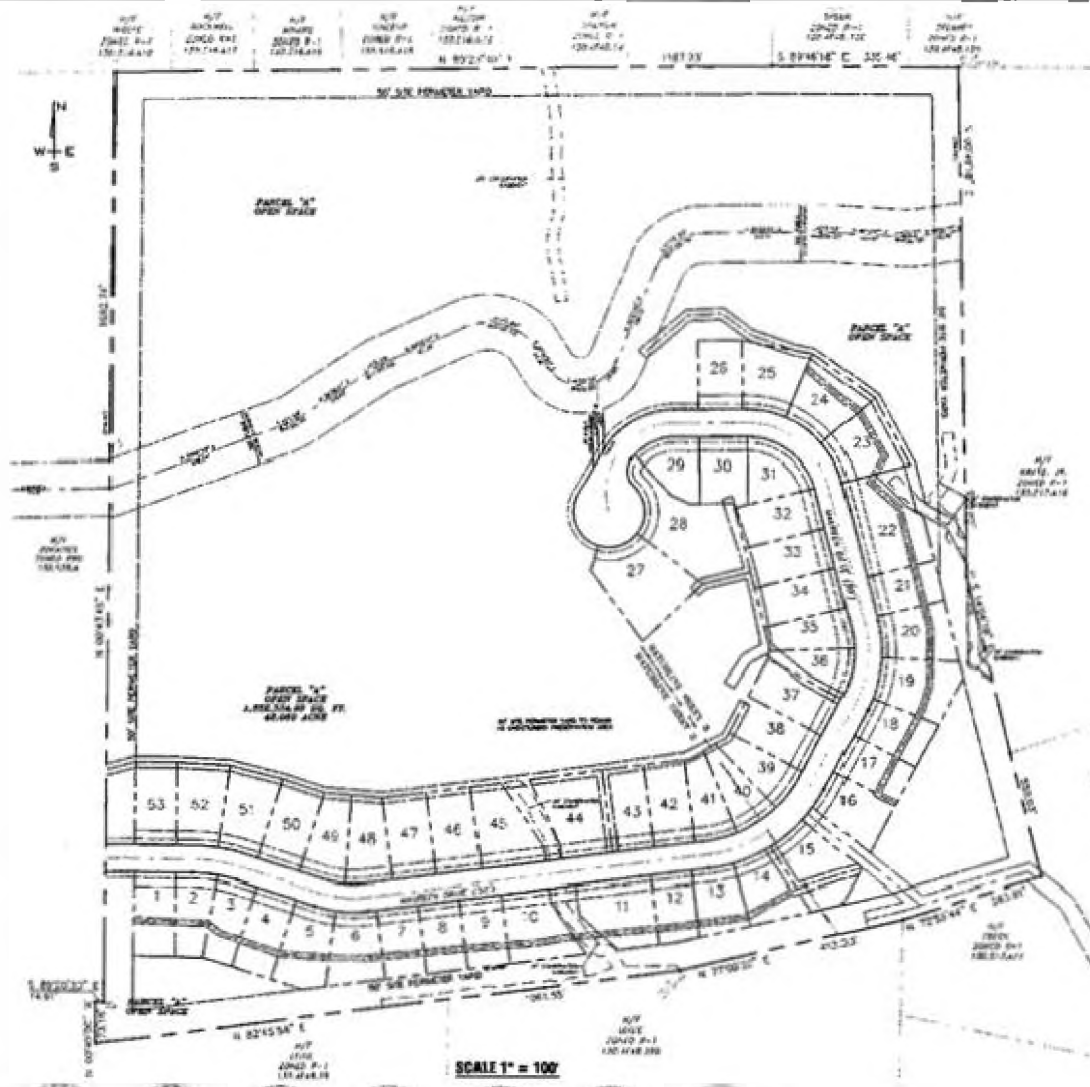
EXHIBIT A

**Committed Real Estate
Recorded Plan
Marshall Heights**

Book # 307

Page # 10, 11, 12

Inst. # 200804230008750



SCALE 1" = 100'

PROJECT DATA
 Zoned: Residential, R-7
 Total Acreage: 58.48 acres
 Minimum Lot Width: 75.00 feet
 Minimum Lot Area: 0.199 acres

LAND OWNER'S CERTIFICATION - COMPLETION

I, the undersigned, owner of the above described property, do hereby certify that the same is as shown on the attached plat and that the same is not subject to any other claim or interest of any kind and that the same is not subject to any other lien or claim of any kind and that the same is not subject to any other claim or interest of any kind.

ADVERSE CLAIMS - CERTIFICATION

I, the undersigned, owner of the above described property, do hereby certify that the same is not subject to any other claim or interest of any kind and that the same is not subject to any other lien or claim of any kind and that the same is not subject to any other claim or interest of any kind.

PLAT CLAUSES AND NOTICES

This plat is subject to the provisions of the Planning Commission's Ordinance No. 211 of 1971, and the provisions of the Board of Supervisors' Ordinance No. 101 of 1971, and the provisions of the Board of Supervisors' Ordinance No. 102 of 1971.

LAND SURVEYOR'S CERTIFICATION

I, the undersigned, a duly licensed and sworn land surveyor, do hereby certify that the above described property is as shown on the attached plat and that the same is not subject to any other claim or interest of any kind and that the same is not subject to any other lien or claim of any kind and that the same is not subject to any other claim or interest of any kind.

NOTES

1. TOTAL PLAT AREA IS 58.48 ACRES.
2. ALL ROAD RIGHTS SHALL BE 20' WIDE WITH 10' FOOT EASEMENTS.
3. ALL UTILITIES SHALL BE 6" MINIMUM.
4. THERE IS NO OPEN FLOOD PLAIN SHOWN ON THIS PROPERTY.
5. ALL UTILITIES SHOWN ARE TO BE CONSTRUCTED UNDERGROUND.
6. ALL UTILITIES SHALL BE LINED AND STREET FRONT EASEMENTS SHALL BE 20' WIDE WITH 10' FOOT EASEMENTS.
7. ALL OPEN SPACE SHALL BE MAINTAINED AS OPEN SPACE WITH A MINIMUM OF 10% OF THE TOTAL PLAT AREA.
8. ALL UTILITIES SHALL BE MAINTAINED AS OPEN SPACE WITH A MINIMUM OF 10% OF THE TOTAL PLAT AREA.

• Circle Center Provisions by An Ordinance of the County

CRANBERRY TOWNSHIP BOARD OF SUPERVISORS

RESOLVED, THAT THE BOARD OF SUPERVISORS OF CRANBERRY TOWNSHIP, PENNSYLVANIA, DO HEREBY APPROVE THE ABOVE DESCRIBED PLAT AND THE PROJECT THEREON, AND THE SAME IS HEREBY RECORDED IN THE OFFICE OF THE COUNTY OF BUTLER, PENNSYLVANIA.

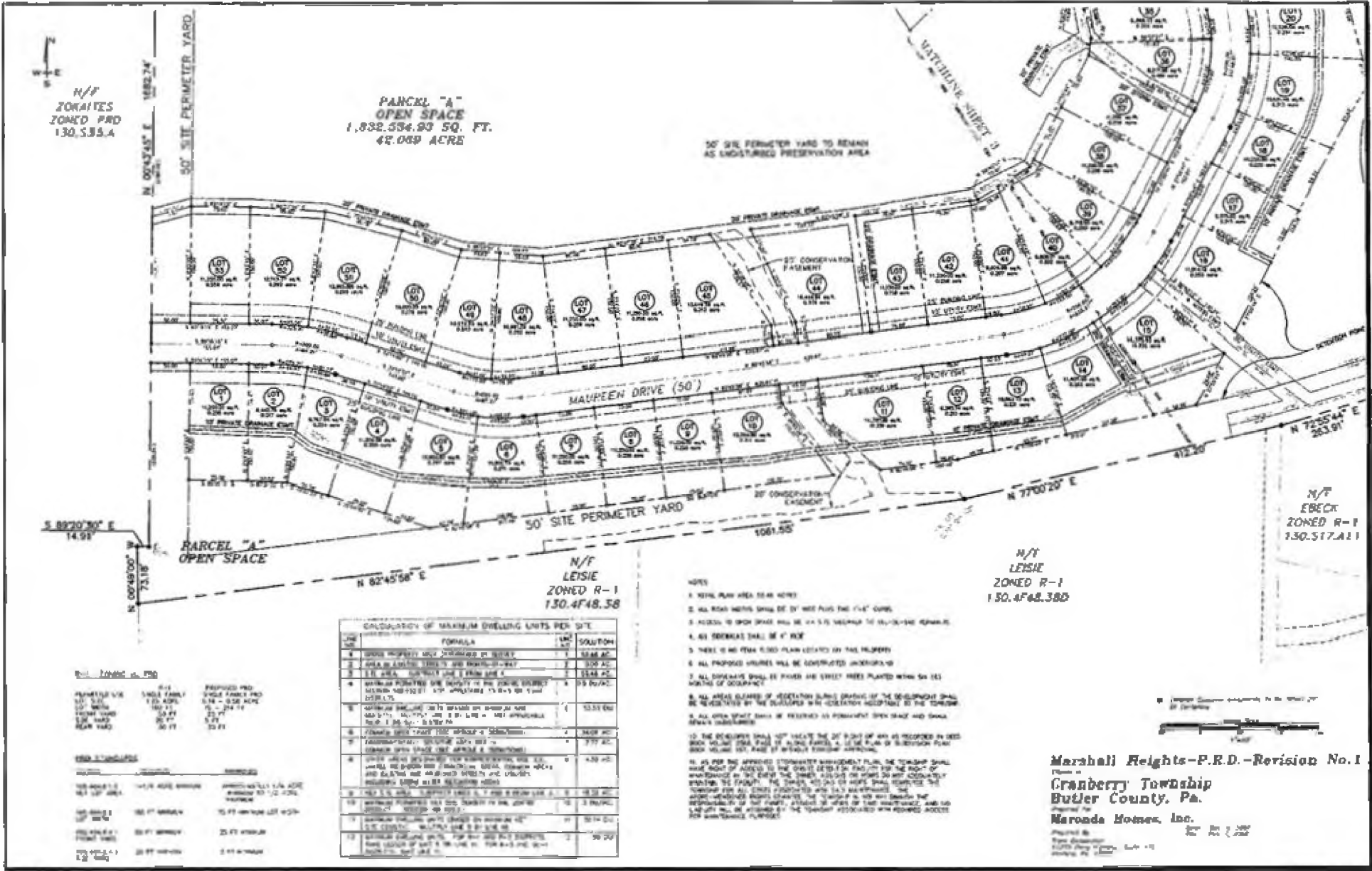
PLANNING COMMISSION

RESOLVED, THAT THE PLANNING COMMISSION OF CRANBERRY TOWNSHIP, PENNSYLVANIA, DO HEREBY APPROVE THE ABOVE DESCRIBED PLAT AND THE PROJECT THEREON.



Marshall Heights - P.R.D. - Revision No. 1
 South of
Cranberry Township
Butler County, Pa.
 Prepared for:
Maronda Homes, Inc.

Approved by:
 Mayor, Cranberry
 127th Main Highway, P.O. #12
 Cranberry, Pa. 15004



N/F
ZONAKTES
ZONED PRD
130.535.A

PANCEL "A"
OPEN SPACE
1,832,534.93 SQ. FT.
42.069 ACRE

50' SITE PERIMETER YARD TO REMAIN
AS UNDISTURBED PRESERVATION AREA

PANCEL "A"
OPEN SPACE

N/F
LEISIE
ZONED R-1
130.4F48.58

N/F
LEISIE
ZONED R-1
130.4F48.38D

N/F
EBECK
ZONED R-1
130.517.A.1

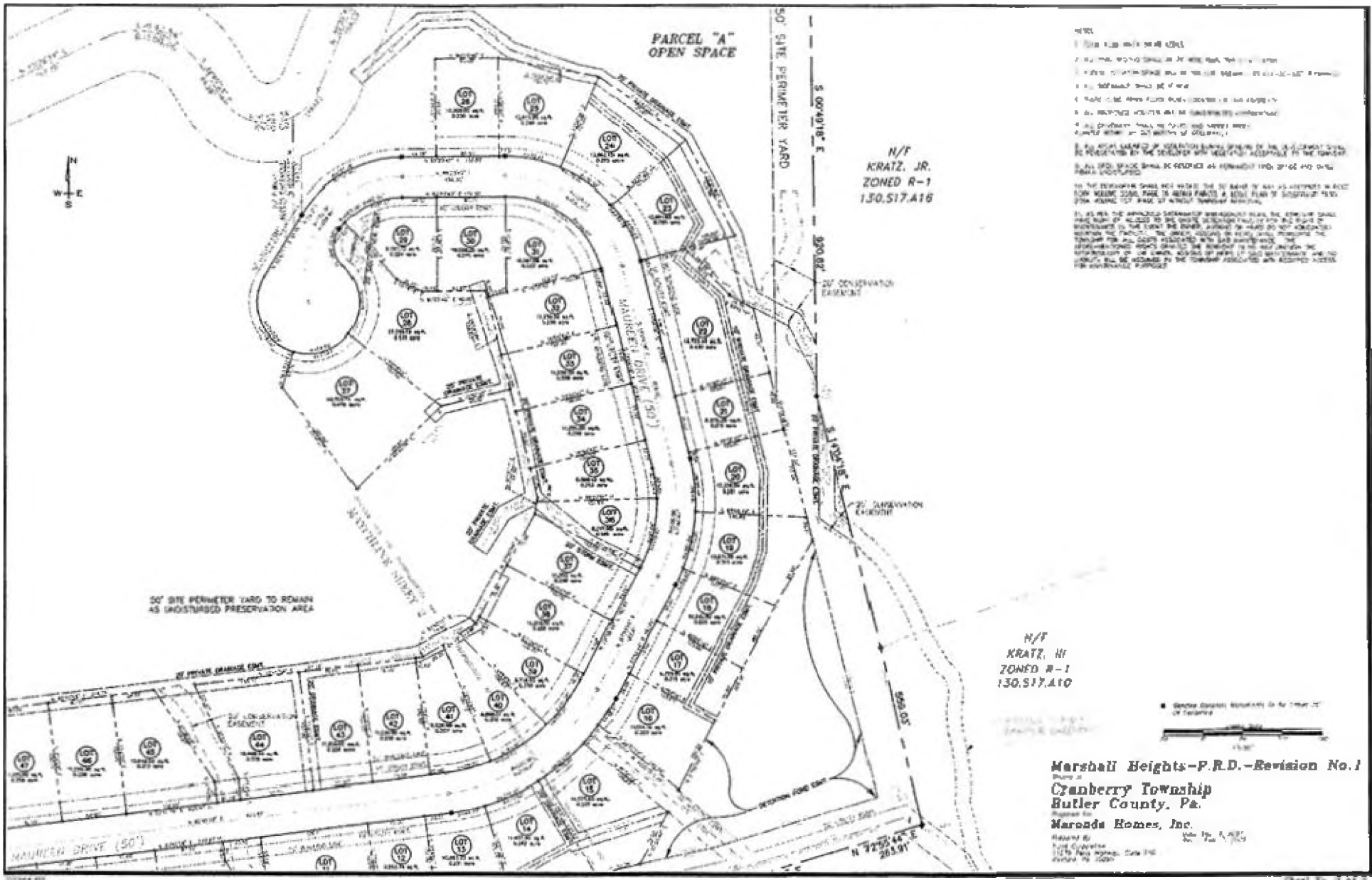
CALCULATION OF MAXIMUM DRILLING UNITS PER SITE

LINE	DESCRIPTION	FORMULA	AREA	SOLUTION
1	GRASSY WOODLAND		1.00 AC	1.00 AC
2	WOODS		1.00 AC	1.00 AC
3	WATER		1.00 AC	1.00 AC
4	ROADS		1.00 AC	1.00 AC
5	UTILITIES		1.00 AC	1.00 AC
6	CONSERVATION		1.00 AC	1.00 AC
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49	CONSERVATION		1.00 AC	1.00 AC
50	CONSERVATION		1.00 AC	1.00 AC

- NOTES
1. SITE PLAN AREA SHALL BE 100 AC.
 2. ALL ROAD WIDTHS SHALL BE 20' WIDE PLUS THE 14" CURB.
 3. ACCESS TO OPEN SPACE SHALL BE ON A 5' WIDE WALKWAY TO EACH SIDE OF ROADWAY.
 4. ALL SIDEWALKS SHALL BE 4' WIDE.
 5. THERE IS NO YEAR ROUNDED PLAN LOCATED BY THE PLANNERS.
 6. ALL PROPOSED UTILITIES SHALL BE CONSIDERED UNDERGROUND.
 7. ALL SIDEWALKS SHALL BE FINISHED AND STREET TREES PLANTED WITHIN 90 DAYS OF OCCUPANCY.
 8. ALL AREAS CLASSIFIED AS VEGETATION SHALL BE MAINTAINED BY THE DEVELOPER SHALL BE MAINTAINED BY THE DEVELOPER WITH VEGETATION ACCEPTABLE TO THE TOWNSHIP.
 9. ALL OPEN SPACE SHALL BE MAINTAINED AS OPEN SPACE WITH GRASS AND SMALL TREES MAINTAINED.
 10. THE DEVELOPER SHALL NOT EXCEED THE 20' BOUNDARY OF ANY AS REQUIRED BY THE ZONING ORDINANCE AND SHALL BE ALIGNED WITH THE PLAN OF SUBDIVISION PLAN BOOK VOLUME 101, PAGE 27 OF THE ZONING ORDINANCE.
 11. AS PER THE APPROVED CONSERVATION MANAGEMENT PLAN, THE DEVELOPER SHALL MAINTAIN THE RIGHT OF ACCESS TO THE OPEN SPACE AND SHALL NOT OCCUPY OR IMPROVE THE OPEN SPACE WITH ANY STRUCTURE OR OTHER IMPROVEMENTS UNLESS THE TOWNSHIP COMMISSIONER SHALL APPROVE THE SAME. THE DEVELOPER SHALL MAINTAIN THE OPEN SPACE WITH GRASS AND SMALL TREES MAINTAINED. THE DEVELOPER SHALL MAINTAIN THE OPEN SPACE WITH GRASS AND SMALL TREES MAINTAINED.



Marshall Heights-P.R.D.-Revision No. 1
Cranberry Township
Butler County, Pa.
Prepared by
Maronda Homes, Inc.

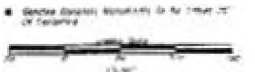


**PARCEL "A"
OPEN SPACE**

N/T
KRATZ, JR.
ZONED R-1
130.517.416

N/T
KRATZ, III
ZONED R-1
130.517.410

- NOTES
1. THIS PLAN SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE.
 2. ALL LOTS SHALL BE 48' WIDE.
 3. ALL LOTS SHALL BE 100' DEEP.
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 48. ALL LOTS SHALL BE 100' DEEP.



Marshall Heights—P.R.D.—Revision No. 1
 Prepared by
Cranberry Township
Butler County, Pa.
 Prepared for
Maronda Homes, Inc.
 Revised by
 [Signature]
 Date
 [Date]
 [Additional details]