

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
 RESTRICTIONS FOR MARSHALL WOODS P.R.D., A PLANNED COMMUNITY,
 TOWNSHIP OF CRANBERRY, COUNTY OF BUTLER,
 COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 13 day of Nov-, 2001, by **ZOKAITES CONTRACTING, INC.**, a Pennsylvania corporation, as the owner in fee simple of the real estate herein described.

WITNESSETH

ARTICLE I

PROPERTY DESCRIPTION AND SUBMISSION

1.1 Property Ownership and Description. Zokaites Contracting, Inc. is the owner of certain real property situate in Cranberry Township, Butler County, Pennsylvania, which property will be Marshall Woods P.R.D., a Planned Community ("Planned Community"). The description of the property is attached hereto as Exhibit "A" and is incorporated herein.

1.2 Submission. Zokaites Contracting, Inc., a Pennsylvania corporation (the "Declarant"), hereby submits the property described in Section 1.1 above to the following covenants, conditions, reservations and restrictions.

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.

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

(b) "Additional Real Estate" means real estate that may be added to a planned community.

(c) "Association" means the Marshall Woods Community, a Pennsylvania non-profit corporation.

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

- (e) "By-laws" means the By-laws of the Association.
- (f) "Building(s)" means any buildings constructed or erected on the real estate.
- (g) "Common Expenses" mean expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes general common expenses and limited common expenses.
- (h) "Convertible Real Estate" means a portion of the flexible planned community not within a building containing a unit, within which additional units, limited common facilities or limited controlled facilities or any combination thereof may be created.
- (i) "Declarant" or "Developer" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.
- (j) "Declaration" means this document, as the same may be amended from time to time.
- (k) "Common Facilities and Common Spaces" means the storm water detention pond and related facilities as shown on the Plan, the entrance monuments, if any, and any property conveyed to the Association.
- (l) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the real estate and made a part hereof, as the same may be amended from time to time.
- (m) "Real Estate" means the real estate described in Exhibit "A".
- (n) "Lot" means a lot as described in the plats.
- (o) "Lot Owner" or "Owner" means the owner in fee simple of any lot, but shall not include the Declarant or any person or persons purchasing a lot under contract (until such contract is fully performed and legal title conveyed of record).
- (p) "Withdrawable Real Estate" means real estate that may be withdrawn from a flexible planning community.

2.2 Unit Boundaries. The boundaries for each lot are shown on Exhibit "B" attached hereto. Each lot can be separately owned and except as provided in this Declaration or on the Plats or Plans is not subject to any easements or rights of other owners.

2.3 Identifying Number. Each lot shall be identified by the lot number shown on Exhibit "B".

2.4 Number of Lots. The Planned Community may be developed in four (4) phases. Phase I shall consist of twenty-five (25) units as shown on Exhibit "B". The entire Planned Community will consist of ninety-nine (99) units unless Additional Real Estate is added to the Planned Community.

ARTICLE III **USE RESTRICTIONS**

3.1 Use and Occupancy of Lots and Buildings. The occupancy and use of the lots and buildings shall be subject to the following restrictions:

(a) Residential Use. None of the lots shall be used for any primary purpose other than single family residential use except by the Developer.

(b) Nuisance Activities. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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

(d) Accessory Buildings. No structure other than a single family dwelling shall be erected on any of the lots except an architecturally designed bath house if used in connection with a swimming pool, an architecturally designed picnic shelter, an architecturally designed storage building not to exceed eight (8) feet by ten (10) feet by eight (8) feet high or an architecturally designed detached garage. All detached structures must be approved by Developer and be located in the rear yard and as permitted by the municipal government.

(e) Satellite Dishes and Antennas. No exterior television antennas, large satellite dishes or antenna towers are permitted except when located where it is not substantially visible from any street.

(f) Commercial and Recreational Vehicles. No commercial vehicle, boat, boat trailer, mobile home, house trailer or other recreational vehicle shall be permitted to be parked or remain exposed on any lot for more than fourteen consecutive days.

ARTICLE IV
COMMON FACILITIES AND COMMON SPACES

4.1 Common Facilities and Common Spaces. The Master Plan for Marshall Woods P.R.D. approved by Cranberry Township contains multiple parcels that are Common Spaces. These areas include the entrance monuments, if any, storm water detention ponds and open space. Cranberry Township is contemplating the creation of a land trust which would assume ownership of the open space but not the Common Spaces containing the entrance monument, if any, or the storm water detention ponds. If Cranberry Township does not assume ownership, then all open spaces shall be conveyed to the Association.

4.2 Maintenance and Responsibility. The Association shall be responsible for maintaining the common facilities and common space, including but not limited to the maintenance, repair, reconstruction or replacement of any of the common facilities. The Association shall be responsible for all costs associated with liability insurance on any common facilities and common spaces.

4.3 Limited Common Facilities. There are no limited common facilities in the Planned Community.

4.4 Completion and Conveyance of Common Facilities. All of the Common Facilities are expected to be completed as part of the construction and development of the first phase of the Plan. Declarant will own the Common Facilities until completion and upon completion shall convey the Common Facilities by Bill of Sale for One Dollar (\$1.00). The obligation in this Section 4.4 shall be binding on Declarant and the Association. The Declarant shall not convey the Common Facilities to the Association until they are completed unless Declarant has provided a third party guarantee, bond, escrow, letter of credit or other mechanism assuring completion. Until the Common Facilities are conveyed to the Association, the Declarant shall maintain the Common Facilities and pay all separate tax assessments on the Common Facilities.

4.5 Restrictions on Use of Common Facilities and Spaces. The open space 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.

ARTICLE V
EASEMENTS

5.1 Easements. Each lot within the plan 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 the original construction, settlement of the structure, roof

(d) All driveways must be paved within six (6) months from occupancy of the building with asphalt, concrete or other material of comparable appearance and service approved by the Declarant.

(e) The owner of any lot on which a building has been constructed shall also construct and maintain a concrete sidewalk parallel to the curb of the streets bounding said lot in accordance with the requirements of the local municipality.

6.3 Subdivision of Lots. None of the lots shall at any time be subdivided except by the Developer. A single lot, together with contiguous portion or portions of one or more lots, may be used for one building site.

6.4 Construction Activities. During construction, each Owner shall comply with the following restrictions and advise their agents and contractors of these restrictions:

(a) All debris resulting from clearing, excavation, construction and/or grading of each lot must be promptly removed by the builder or the owner of the lot. No debris, rubbish or scrap material may be placed or dumped on any lot in said plan.

(b) Owner agrees to protect the asphalt street paving and the curbs from damage during dwelling construction. If any damage is done to these improvements and Developer is required to replace or repair said damage, the cost will be assessed the lot owner whose lot abuts said curbs or the paving that has been damaged.

ARTICLE VII HOMEOWNERS' 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 lot owners, each and every lot owner in accepting a deed or contract for any lot in the real estate, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of the Homeowners Association, a non-profit corporation.

7.2 Succession. Upon the sale by Declarant of all of the lots 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 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

8.4 Reserve. Each annual budget for quarterly 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 Seventy-Five Dollars (\$75.00) 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.

8.5 Accounting. On or before the first day of April of each calendar year commencing in 2002, the Association shall supply to all lot 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 quarterly 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.

8.6 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any lot owner's quarterly 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 quarterly assessments according to each lot owner's membership in the Association. Such further quarterly 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 lot owners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

8.7 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 lot owner paying a share of such common expenses in proportion to the share of such common expenses paid by each such lot owner, said credits to be applied to the next quarterly assessments of common expenses due from said lot owners under the current fiscal year's budget, and thereafter, until exhausted.

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

8.9 Interest and Charges. All sums assessed by the Association against any lot 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 quarterly 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 Section 8.2 above.

8.10 Confession of Judgment. In order to expedite the Association's collection of any delinquent assessment, each lot owner, by the acceptance of the deed to his lot, shall be deemed to have appointed any one or more members of the Board of Directors the attorney-in-fact for such lot owner to confess judgment against such lot owner in any court of competent jurisdiction in Pennsylvania, for any such unpaid assessments, which appointment (being for security) shall be irrevocable; and for so doing a copy of this Article VIII and said deed, both verified by affidavit, shall be a sufficient warrant. The authority granted herein to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until the declaration shall be terminated.

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

8.12 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 lot owner, by accepting a deed to any lot, 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 lot 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 lot 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 lot owner and the reversionary owner shall have a lien upon such lot or lots 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 lot 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 lot or lots or portions of 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 lot 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

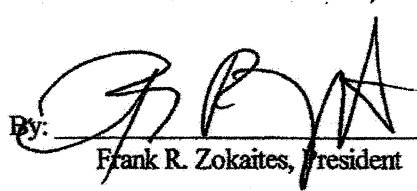
11.5 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent 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 Declarant of an amendment to this Declaration. 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; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" 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 add Additional real Estate to the Planned Community.

11.6 Assurance. The maximum number of Units that may be created within the Additional Real Estate is 200 (excluding Development Units). At such time as the Planned Community is expanded, the maximum number of Units per acre on the Additional Real Estate an aggregate will be no more than two (2) Units per acre. Any buildings to be constructed on the Additional 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 are restricted to residential Use. Declarant makes no assurance (i) as to location of buildings or Units or other improvements and Limited common Element within the Additional Real Estate or the extent thereof, or (ii) that any Limited Common Elements created within any Additional 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 of Limited Common Elements to Units created within any Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. Declarant expressly reserves the right to designate Limited Common Elements in the Additional Real Estate and to make improvements. Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units are created in the Additional Real Estate, each Unit Owner 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 General Common Expenses (and each Unit shall have inability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4. 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 General Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described in Exhibit "C" and operate the same without restriction. No assurance given herein

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

ATTEST



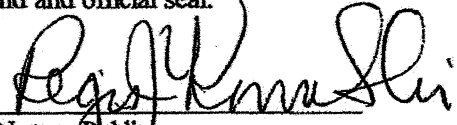
ZOKAITES CONTRACTING, INC.
By: 
Frank R. Zokaites, President

ACKNOWLEDGMENT

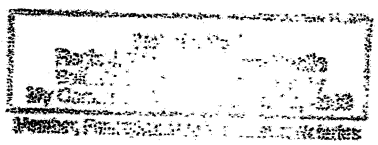
STATE OF PENNSYLVANIA :
COUNTY OF Allegheny : S.S.

On this 13th day of November, A.D. 2001, before me, a notary public, the undersigned officer, personally appeared **Frank R. Zokaites** known to me, or satisfactorily proven, to be the President of **Zokaites Contracting, Inc.**, and as such officer, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

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


Notary Public


My Commission Expires:

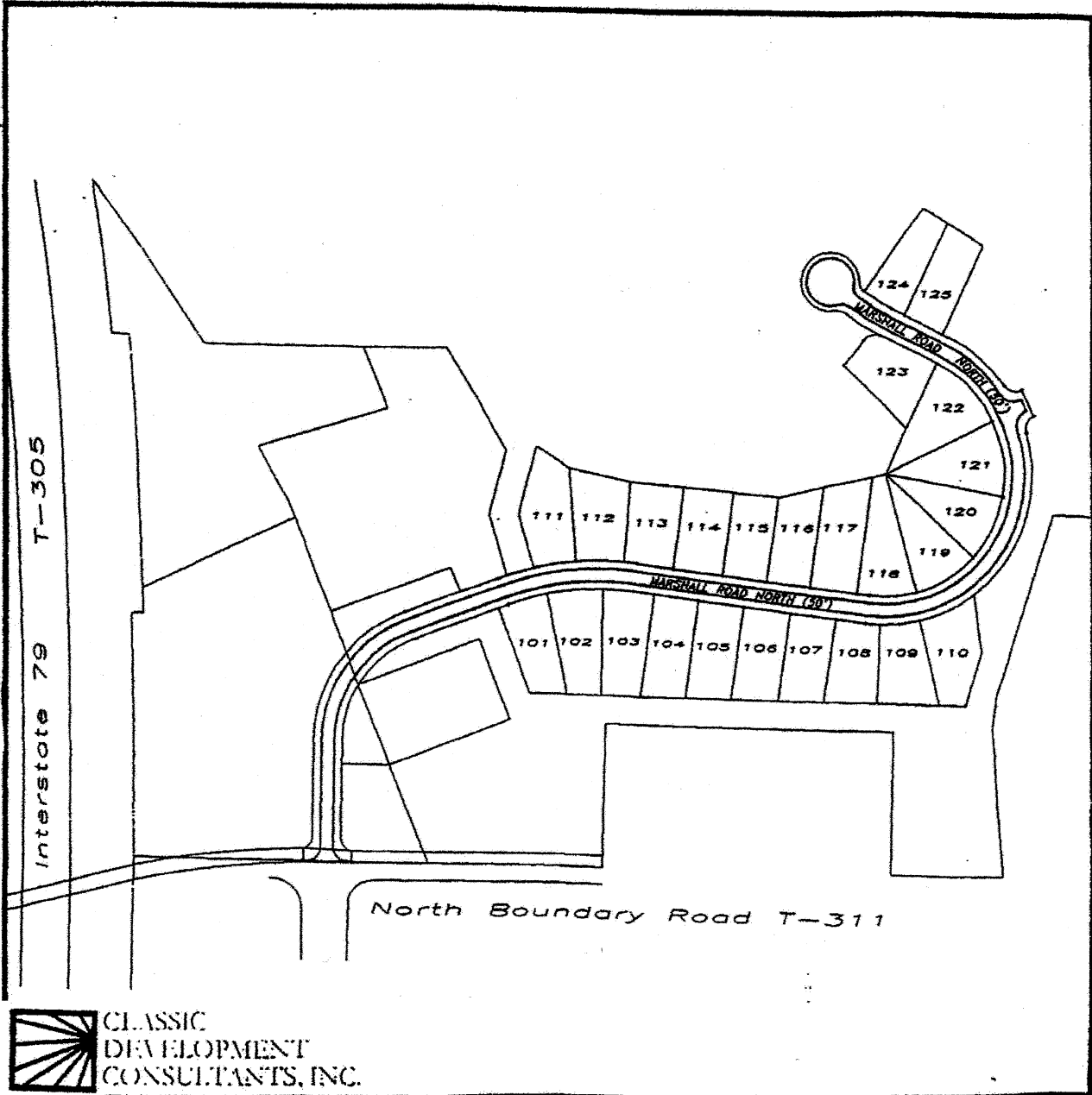


All those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Lots number 101 through number 125, open space parcels 1-B and 1-C, and parcel "A" in the Marshall Woods, Phase 1 Plan as recorded in the Recorders Office in Butler County in Plan Book Volume 244, Pages 46 thru 52.

EXHIBIT "A"

To the Declaration of Covenants, Conditions, Reservations and Restrictions for Marshall Woods P.R.D., a planned community, Township of Cranberry, County of Butler, Commonwealth of Pennsylvania.

MARSHALL WOODS PHASE I



LOCATION MAP

SCALE: NTS

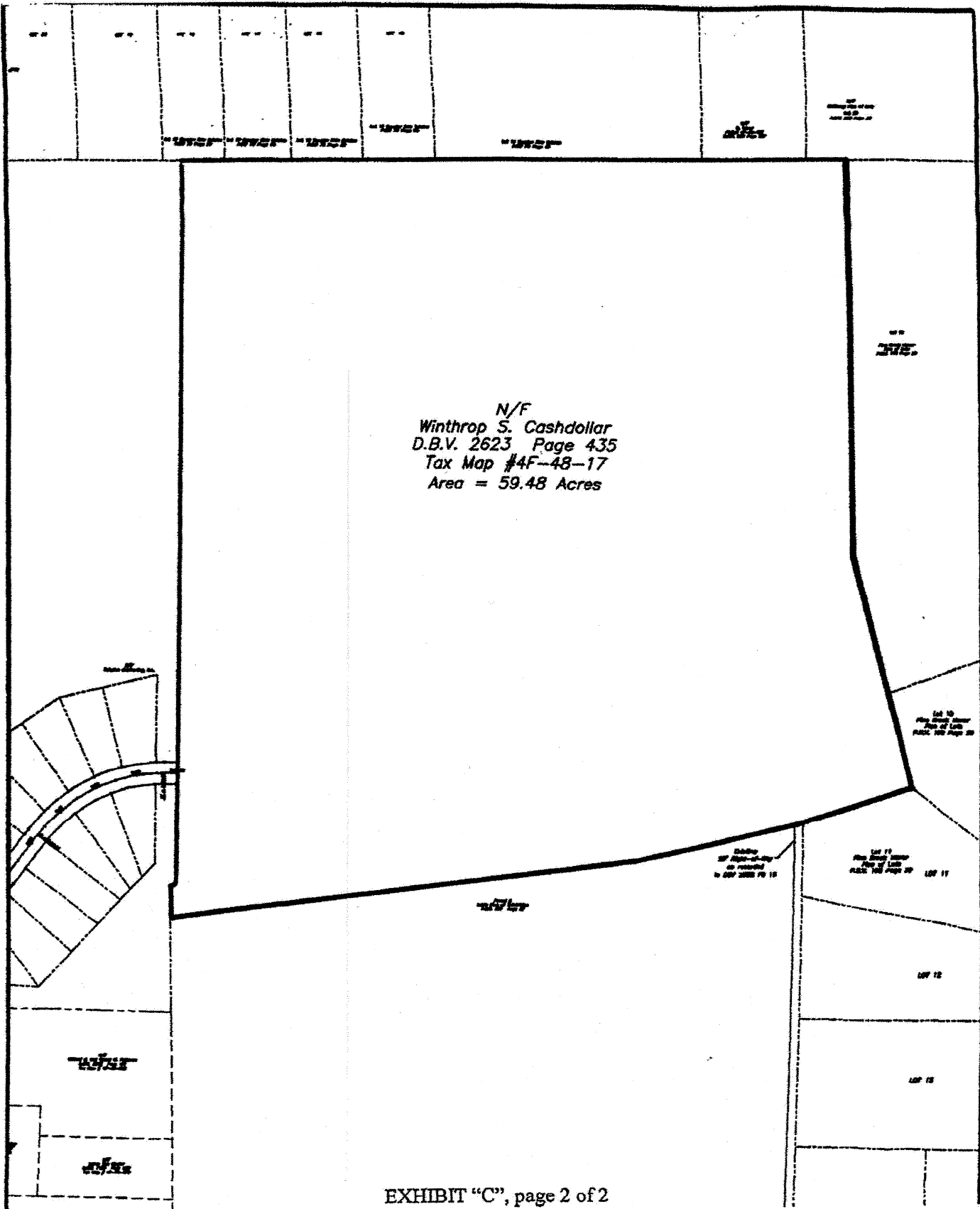
EXHIBIT "B"

To the Declaration of Covenants, Conditions, Reservations and Restrictions for Marshall Woods P.R.D., a planned community, Township of Cranberry, County of Butler, Commonwealth of Pennsylvania.

All those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Parcel "B, C and D" in the Thomas R Murrey Jr. Plan of Lots as recorded in the Recorders Office in Butler County in Plan Book Volume 244, Page 44.

EXHIBIT "C", page 1 of 2

To the Declaration of Covenants, Conditions, Reservations and Restrictions for Marshall Woods P.R.D., a planned community, Township of Cranberry, County of Butler, Commonwealth of Pennsylvania.



To the Declaration of Covenants, Conditions, Reservations and Restrictions for Marshall Woods P.R.D., a planned community, Township of Cranberry, County of Butler, Commonwealth of Pennsylvania.

Mail to.

Ren Henshaw
2525 Rochester Rd. Ste 400
Cranberry Twp, PA 16066-6499

NONE



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

Michelle M. Musella
Michelle M. Musella - Recorder of Deeds

EXHIBIT "D"
Page 1 of 1

To the Declaration of Covenants, Conditions, Reservations and Restrictions for Marshall Woods P.R.D., a planned community, Township of Cranberry, County of Butler, Commonwealth of Pennsylvania.

Instr: 200210180035110 10/18/2002 11:31AM
Pages: 3 F: \$20.50 T20020034353
Michele Mustello MEPZOKAITE
Butler County Recorder

A

AMENDMENT NO. 1
to the
**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR MARSHALL WOODS P.R.D., A PLANNED
COMMUNITY, TOWNSHIP OF CRANBERRY, COUNTY OF BUTLER,
COMMONWEALTH OF PENNSYLVANIA**

As is recorded in Butler County as Instrument no. 200202050004435

This amendment is made the 15 of OCTOBER 2002 by Frank R. Zokaites as the President of the Marshall Woods Community Association, a PA non-profit corporation and is consented to by Zokaites Contracting Inc., a PA Corporation, the Declarant.

The property that is subject to the within Amendment is all those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Lots number 101 through number 125, open space parcels 1-B and 1-C, and parcel "A" in the Marshall Woods, Phase 1 Plan as recorded in the Records Office in Butler County in Plan Book Volume 244, Pages 46 through 52.

Paragraph 4.5 of the Declaration is hereby deleted and replaced in its entirety with:

"The open space 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 that the Board of Directors may elect to construct common facilities that may be used by the Owners, including but not limited to trails, sports facilities, signs, monuments, playgrounds, pavilions, or etc."

A new paragraph 8.13 is hereby inserted:

"Assessments for each Lot commence at the time of the first occupancy of a structure on the Lot."

IN WITNESS WHEREOF, the said Marshall Woods Community Association has caused its name to be signed to these presents on the day and year of the date first above written.

ATTEST:

**MARSHALL WOODS COMMUNITY
ASSOCIATION**

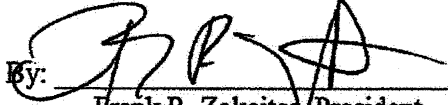
Rud L. Ziegler

BY: FRANK R. ZOKAITES
Frank R. Zokaites, President

IN WITNESS WHEREOF, the said Zokaites Contracting, Inc. has caused its name to be signed to these presents on the day and year of date first above written.

ATTEST:


ZOKAITES CONTRACTING INC.

By: 
_____ Frank R. Zokaites, President

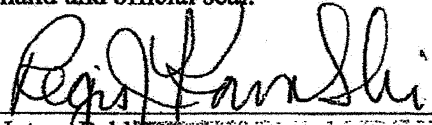
ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
: S.S.
COUNTY OF Allegheny :

On this 15th day of October, A.D. 2002, before me, a notary public, the undersigned officer, personally appeared **Frank R. Zokaites**, known to me, or satisfactorily proven, to be the President of **Marshall Woods Community Association**, and as such officer, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

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





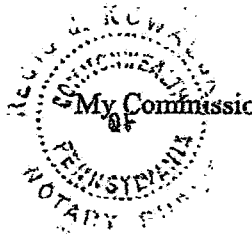
Notary Public
Regis J. Kowalski
My Comm. Expires: Dec. 30, 2003

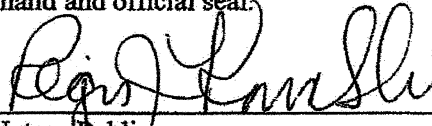
ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
: S.S.
COUNTY OF Allegheny :

On this 15th day of October, A.D. 2002, before me, a notary public, the undersigned officer, personally appeared **Frank R. Zokaites**, known to me, or satisfactorily proven, to be the President of **Zokaites Contracting Inc.**, and as such officer, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

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





Notary Public
Regis J. Kowalski
My Comm. Expires: Dec. 30, 2003

AMENDMENT NO. 1

TO:
Declaration of Covenants,
Conditions, Reservations and
Restrictions

MARSHALL WOODS P.R.D.

Cranberry Township, Butler County
Commonwealth of Pennsylvania

Mail To:

Zokaite Contracting, Inc.
375 Golfside Drive
Wexford, PA 15090

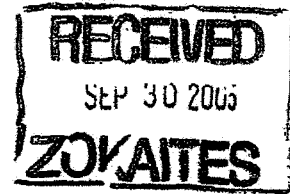


I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Muscatella

Michele M. Muscatella - Recorder of Deeds

1str: 200509190026652 09/19/2005
Pages: 3 F: \$10.50 1:12PM
Lohela Mustello T20050030130
Butler County Recorder MEPZOKAITE



AMENDMENT NO. 2
to the
**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
COMMUNITY, TOWNSHIP OF CRANBERRY, COUNTY OF BUTLER,
COMMONWEALTH OF PENNSYLVANIA**

As is recorded in Butler County as Instruments no 200202050004435 and 20020034353.

This amendment is made the 14th of September 2005 by Frank R. Zokaites as the President of Zokaites Contracting Inc., a PA Corporation, the Declarant.

PROPERTY DESCRIPTION AND SUBMISSION

1.1 Property Ownership and Description. Zokaites Contracting, Inc. (the "Declarant") is the owner or former owner of certain real property situate in Cranberry Township, Butler County, Pennsylvania, which property is to be a part of the Marshall Woods P.R.D., a Planned Community ("Planned Community"). The description of the property is:

All those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Lots number 226 through number 263, and open space parcels 2-B and 2-C in the Marshall Woods, Phase II Plan as recorded in the Recorders Office in Butler County in Plan Book Volume 267, Pages 1 through 8, and

All those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Lots number 364 through number 384, and open space parcel 3A in the Marshall Woods, Phase III Plan as recorded in the Recorders Office in Butler County in Plan Book Volume 276, Pages 49 through 50, and

All those certain lots and parcels of ground situated in Cranberry Township, County of Butler and Commonwealth of Pennsylvania being Lots number 485 through number 499, and open space parcels 4A and 4B in the Marshall Woods, Phase IV Plan as recorded in the Recorders Office in Butler County in Plan Book Volume 277, Pages 1 through 3.

1.2 Submission. The Declarant hereby submits the property described in Section 1.1 above to the following covenants, conditions, reservations and restrictions.

IN WITNESS WHEREOF, the said Zokaites Contracting, Inc. has caused its name to be signed to these presents on the day and year of date first above written.

ATTEST:

ZOKAITES CONTRACTING INC.

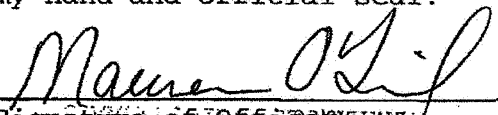
By:

COMMONWEALTH of PENNSYLVANIA)
) ss.
COUNTY of ALLEGHENY)

On this 14th day of September, 2005, before me, the undersigned officer, personally appeared Frank R. Zokaites, known to me, and acknowledged that he as President of Zokaites Contracting, Inc., being authorized to do so, executed the same for the purposes therein contained.

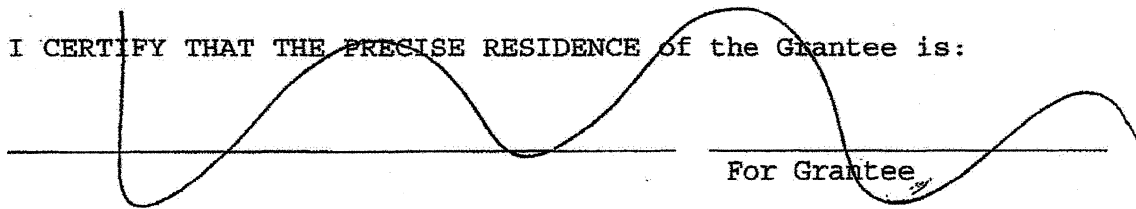
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

seal


Signature of Officer PENNSYLVANIA
Notary Seal
Matthew J. G. Notary Public
Butler County
PA, Commission Expires June 30, 2007
Notary Seal of Notaries

Stamp

I CERTIFY THAT THE PRECISE RESIDENCE of the Grantee is:


For Grantee

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ~~ALLEGHENY~~ BUTLER)

Recorded on this ____ day of _____, 20____,
in the Recorder's Office of the said County, in Deed Book
Volume _____, Page _____.

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

Recorder

AMENDMENT NO. 2

TO:

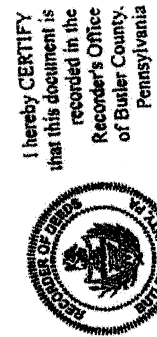
Declaration of Covenants,
Conditions, Reservations and
Restrictions

MARSHALL WOODS P.R.D.

Cranberry Township, Butler County
Commonwealth of Pennsylvania

Mail To:

Zokaite Contracting, Inc.
375 Golfside Drive
Wexford, PA 15090



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

COMMONWEALTH of PENNSYLVANIA)
) ss.
COUNTY of ALLEGHENY)

On this 14th day of September , 2005 , before me, the undersigned officer, personally appeared Frank R. Zokaites, known to me, and acknowledged that he as President of Zokaites Contracting, Inc., being authorized to do so, executed the same for the purposes therein contained.

AMENDMENT NO. 2

TO:

Declaration of Covenants,
Conditions, Reservations and
Restrictions

MARSHALL WOODS P.R.D.

Cranberry Township, Butler County
Commonwealth of Pennsylvania

Mail To:

Zokaite Contracting, Inc.
375 Golfside Drive
Wexford, PA 15090

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