



60 2010 00015223

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2010-15223

BK-DE VL-14290 PG-561

Recorded On: June 14, 2010

As-Deed Agreement

Parties: NORTHTOWNE ESTATES

To NORTHTOWNE ESTATES

of Pages: ~~35~~ 36

Comment:

***** THIS IS NOT A BILL *****

| | |
|----------------|---------------|
| Deed Agreement | 138.50 |
| Pages > 4 | 30 |
| Names > 4 | 0 |
| Total: | 138.50 |

Realty Transfer Stamp

| | |
|------------------------|--------|
| Affidavit Attached-No | |
| NOT A DEED OF TRANSFER | EXEMPT |
| Value | 0.00 |

Department of Real Estate Stamp

| |
|---------------------------|
| Certified By-> Susan Baum |
| ON 06-14-2010 AT 03:18p |
| CONDO DECLARATION |

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2010-15223
 Receipt Number: 1599284
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Record and Return To:

ROTHMAN - GORDON
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

DRE Certified Certification: 1632
Certified: 14-Jun-2010 03:18P
Int By: Susan Baum

DECLARATION OF PLANNED COMMUNITY
OF
NORTHTOWNE ESTATES, A PLANNED COMMUNITY

**Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S.A. § 5101 et seq., as amended**

Will Call: Rothman-Gordon

DECLARATION
NORTHTOWNE ESTATES, a Planned Community

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Shenot Associates, L.P., a Pennsylvania limited partnership, owner in fee simple of the Real Estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Township of Marshall, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101 *et seq.* (the "Act"), and hereby create with respect to the Property Planned Communities, to be known as "Northtowne Estates " (the "Community").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses, affecting the Real Estate, which are listed on Exhibit "B" attached hereto and incorporated herein by reference, and all easements referenced in Article IV herein.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Additional Real Estate" means those portions of the Property described in Exhibit "E" which Additional Real Estate may be added to the Community, so long as the Declarant's right to add such Additional Real Estate continues to exist.

b. "Association" means the Unit Owners' Association of the Community and shall be known as the "Northtowne Estates Homeowners Association."

c. "Common Elements" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Elements in the Community include, but are not limited to: those portions of the Real Estate located between the Clusters which are not part of a Unit and which serve the adjacent Clusters having rear driveways; the entranceway, including the monument located thereon; Community Walkways; Community Lighting; Community Roadways; and a detention basin, all as shown on the Plats and Plans. The Common Elements are discussed more completely in Article III hereof.

- d. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.
- e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, as herein defined and as defined in the Act.
- f. "Declaration" means this document, as the same may be amended from time to time.
- g. "Executive Board" means the Board of Directors of the Association.
- h. "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community. The Identifying Numbers are set forth on Exhibit "C" attached hereto and incorporated herein, which Exhibit "C" may be changed from time to time upon the addition of all or any of the Additional Real Estate to the Condominium.
- i. "Limited Common Elements" means those entranceways and aisleways serving Clusters with rear driveways. Costs of maintaining, replacing, repairing, improving, regulating, managing, insuring and controlling the Limited Common Elements will be a Limited Common Expense of the Association as hereinafter set forth. The Limited Common Elements are discussed more completely in Article III hereof.
- j. "Limited Common Expenses" means those Common Expenses, together with allocations to reserves, for maintaining, replacing and repairing the Limited Common Elements of the Community.
- k. "Unit" means that portion of the Community designated for separate ownership or occupancy for which an occupancy permit has been issued, the boundaries of which are described in this Declaration and in the Plats and Plans.
- l. "Unit Owner" means Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

1.3.3 The following terms when used herein shall have the meanings set forth below:

- a. "Building(s)" means any building(s) either i) Cluster constructed and containing between 2 and 6 Unit(s); or ii) a building constructed on the Common Elements by or at the direction of the Declarant and/or the Association and included or to be included in the Property.
- b. "Bylaws" means the Bylaws of the Association in effect at any time, as the same may be amended from time to time.

- c. "Cluster" means a Building containing between 2 and 6 Units.
- d. "Community" means the Community described in Section 1.1 above.
- e. "Community Lighting" means the lighting poles, wires, bulbs and related equipment providing lighting along the Community Roadways and to the Common Elements.
- f. "Community Roadways" means those roads traversing the Community and connecting to public streets.
- g. "Community Walkways" means those sidewalks adjacent to the Community Roadways and/or providing access to the Common Elements and Units.
- h. "Development Charge" means the charge assessed by the Developer against the Association for the acquisition and development of the Common Elements, causing the same to be in compliance with all environmental regulations, and maintaining the same prior to transfer to the Association. The Common Elements subject of the Development Charge will be transferred to the Association without charge.
- i. "Member" means a member of the Association.
- j. "Percentage Interest" means the undivided ownership interest of each Unit Owner in the Common Elements appurtenant to each Unit, as set forth in Exhibit "C" attached hereto and incorporated herein by reference, as the same may be amended from time to time, upon the addition of any of the Additional Real Estate to the Condominium.
- k. "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Seller.
- l. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and incorporated herein by reference, as the same may be amended from time to time.
- m. "Property" means the Property described in Section 1.1 above.
- n. "Rules and Regulations" means the Rules and Regulations adopted by the Association from time to time and governing the Property.
- o. "Unit Owner" means the owner of any Unit in the Community, including the Declarant as to Units which have been declared. A Unit Owner shall be bound by the terms of this Declaration applicable to such Property, and shall automatically become, upon becoming a Unit Owner, a member of the Association.

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND
COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES;
MAINTENANCE RESPONSIBILITIES; VOTING RIGHTS

Section 2.1 Percentage Interests/Voting Rights.

2.1.1 Each Unit Owner shall have a Percentage Interest in the Common Elements which shall be the same as the Percentage Interest for all other Unit Owners. The Percentage Interest is shown on Exhibit "C", which may change from time to time in accordance with the following formula: $100 \text{ divided by } A = B$ where A is the number of Units in the Community and B is the Percentage Interest.

2.1.2 Each Unit Owner shall be required to pay a share of the Common Expenses based on their Percentage Interest. Certain services for which Common Expenses benefit all Units, others services benefit only Units on which a residence has been constructed, although never occupied, and other services benefit only Units containing a residence occupied for the first time.

2.1.3 The Percentage Interest for each Unit Owner of a Unit containing a residence which has been occupied at least once shall determine the share of Common Expenses for which that Unit Owner is liable. Common Expenses for services benefiting less than all Units will be assessed only against the Units benefited (those which have not yet been occupied (as to some services) and/or which do not yet contain a completed residence (as to other services), in accordance with their Percentage Interest. Until sixty-six percent (66%) of all Units have residences located thereof which have been occupied for the first time, the Declarant will pay the difference between the amount thus collected and the actual cost of the expense for which the assessment is made; provided, however, that if any expense is an extraordinary expense not reflected on the current budget of the Association, or if the actual cost of the expense is more than 20% greater than the amount shown on the current budget of the Association, the Association shall assess such cost against all Units in accordance with their Percentage Interest, and the Declarant will not be required to pay such expense except as to Units it owns.

2.1.4 Except as otherwise provided herein or in the Bylaws, such Percentage Interest shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affect thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold Units).

Section 2.2 Voting Rights. Each Unit shall have a single vote in the Association.

Section 2.3 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown, or to be shown, on the Plats and Plans. The interior boundaries of the Unit within its particular Cluster are more particularly described as follows:

2.3.1 Upper and Lower (Horizontal) Boundaries: There are no upper and lower horizontal boundaries for the Unit.

2.3.2 Vertical Boundaries: The vertical boundaries of the Units are the lot lines as shown on the Plats and Plans.

2.3.3. Each Unit shall include all spaces, interior portions, structures, fixtures and improvements within the boundaries as described in Section 3202 of the Act.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein.

2.4.1 The Association shall be responsible for the exterior maintenance, repair and replacement of the roofs, roof drain collectors, soffit, fascia, gutters, windows and siding of the Units, the Community Walkways (other than snow and ice removal from the Community Walkways within and bordering a Unit), Community Lighting, Community Roadways, storm detention basins, and the lawns and all landscaping on a Unit (other than personal plantings by the Unit Owner, which are permitted within twenty-four inches (24") of the exterior of that Unit Owner's Building constructed on the Unit), the repair of any utility lines serving a Cluster and for all maintenance, repair and replacement of the Common Elements. The Unit Owner shall be responsible for all interior work and all other exterior work, including painting the exterior of the Unit, washing the exterior of the windows of the Building constructed on the Unit, and ordinary maintenance, repair and replacement of the patio (if any), doorstep, air conditioner condenser, sidewalk and driveway, and snow and ice removal from the Community Sidewalks within and bordering that Unit and that Unit's driveway. Notwithstanding the foregoing, the Association shall have the right to determine when exterior painting is required, and to establish those colors which can be used for painting the exterior of any Unit.

2.4.2 Each Unit Owner, in addition to those items referenced in Section 2.4.1, shall be responsible for all interior maintenance of the Building constructed on his or her Unit and other portions of the Unit identified in the description of the Unit's boundaries, and for snow and ice removal from the Community Walkways within and bordering that Unit.

2.4.3 Notwithstanding the foregoing, if any maintenance, repair or replacement of a Common Element or exterior of the Building constructed on a Unit or any other portion of the Unit required to be maintained, repaired or replaced by the Association is necessitated by the

negligent or intentional act of the Unit Owner or anyone in the Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner.

2.4.4 If a Unit Owner shall fail to make a repair or perform necessary maintenance on his or her Unit or effect a replacement of any part thereof as required herein or to paint the exterior of the Building constructed on his/her Unit as directed by the Association, within fifteen (15) days of receipt of written notice from the Executive Board demanding the same, or for any work required under Section 2.4.3 to be performed at the expense of the Unit Owner, then the Association shall perform such work and the cost of such repair and/or replacement shall be the responsibility of the Unit Owner, and shall be assessed as a special assessment against that Unit Owner.

Section 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 of all Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §5215 of the Act may not result in fewer than forty-three (43) Units, nor more than fifty-eight (58) Units total.

Section 2.6 Insurance.

2.6.1 Commencing not later than the time of the first conveyance of a Unit to a Unit Owner, the Association shall maintain, to the extent reasonably available, all of the following coverages, the cost of which shall be assessed as Common Expenses, as limited below:

a. Property insurance on the Common Elements, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies (assessed against Units containing a residence occupied at least once).

b. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$3,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements (assessed against all Units).

c. Directors and Officers Liability Insurance insuring the directors and officers of the Association from liability for their acts and omission related to their service as officers and directors of the Association unless such action or inaction is determined to have constituted willful misconduct, self-dealing or recklessness. The coverage amount will be \$250,000 per director and/or officer unless the Board of Directors, after consultation with an insurance agent, determines another coverage amount should be obtained. Costs of this will be assessed against all Units.

2.6.2 The Unit Owner shall maintain the following insurance on his or her Unit:

a. Property insurance insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.

b. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit.

2.6.3 Any portion of the Community for which insurance is required to be maintained by the Association by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

a. The Community is terminated;

b. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

c. 80% of the Unit Owners vote not to rebuild.

The cost of repair or replacement of those portions in excess of insurance proceeds and reserves is a Common Expense.

2.6.4 Any portion of the Community for which insurance is required to be retained by the Unit Owner by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless:

a. The Community is terminated;

b. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

c. The Unit Owner(s) affected elect not to rebuild, in which case such Unit Owner shall be required, within sixty (60) days of the event causing the damage or destruction, to reclaim the Unit to a natural state, including reseeding the land and removing all elements of damage. The failure to rebuild improvements on a Unit shall not relieve that Unit Owner from continued liability for Common Expenses thereafter.

The cost of repair or replacement of these portions of the Units in excess of insurance proceeds is the Unit Owner's expense. The Unit Owner's insurance shall list the Association as an additional insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been sent to the Association. If the Unit Owner does not

promptly repair or replace the Unit or reclaim the Unit to a natural state within the time specified above, the Association may demand that the proceeds of the insurance be paid to the Association to enable it to perform such work.

ARTICLE III
DESCRIPTION, ALLOCATION OF COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. The Limited Common Elements shall mean and include:

3.1.1. All plumbing fixtures servicing one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.2. All electrical equipment and wiring serving one (1) or more but less than all Units and located partially inside and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.3. The air conditioning, heating and ventilating ducts and compressor serving one (1) or more but less than all Units and located partially inside and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.4. The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving one (1) or more but less than all Units and located partially within and partially outside the title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.5. All other parts of each Cluster and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.6. The entranceway to and aisleway between all rear-entry garages in each Cluster having rear entry garages.

Section 3.2. Common Elements, Percentage Interest of Unit Owners. The Common Elements shall mean and include:

3.2.1. The land not included within the Units.

3.2.2. The detention basin, Community lighting, Community Walkways not included within the Units and Community Roadways serving the Community.

3.2.3. Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements.

3.2.4. The entranceway and monument located thereon, as shown on the Plats and Plans.

3.2.5. Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements.

3.2.6. Parking areas.

3.2.7. All portions or other parts or elements of the Property necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Plats and Plans made a part of a Unit or designated as Limited Common Elements, and such facilities as are designed herein and in the Bylaws as Common Elements.

3.2.8. Common Elements lighting, signage and landscaping.

3.2.9. All other apparatus and installations existing for common use.

Section 3.3. Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, as defined herein, consistent with the Unit's Percentage Interest and the provisions of this Declaration. Common Expenses shall be defined as:

3.3.1. Expenses of administration, utility bills for the Common Elements and Limited Common Elements, maintenance, repair and replacement of the Common Elements and Limited Common Elements, including landscaping (assessed against Units containing a residence occupied at least once);

3.3.2. Expenses agreed upon as common by 67% of the Unit Owners (assessed against Units as benefit is derived);

3.3.3. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association (assessed against Units as benefit is derived);

3.3.4. Insurance premiums for any insurance coverage as set forth in this Declaration, the Public Offering Statement, the Bylaws and any Rules and Regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association (assessed as noted above);

3.3.5. Reserves for repair or replacement (assessed against Units containing a residence occupied at least once);

3.3.6. Costs of maintaining (other than snow and ice removal, which are the responsibility of the adjacent Unit Owner) of the Community Walkways (assessed against Units containing a residence occupied at least once); and

3.3.7. The Development Charge (assessed against Units containing a residence occupied at least once).

ARTICLE IV EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§5216, 5217 and 5218 of the Act and as set forth on Exhibit "B", the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to assign to any builder constructing a Building on the Property the right to maintain sales offices, management offices and models throughout the Property, on its Unit(s). Declarant reserves the right to place one or more management offices and sales offices on any portion of the Common Elements, and/or on any Unit owned by Declarant, in such manner, of such size and in such locations as Declarant deems appropriate. Declarant or its assignee may from time to time relocate models, management offices and sales offices to different locations within the Common Elements and Units owned by any builder constructing a residence on a Unit for resale. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements and/or Units at any time up to thirty (30) days after Declarant or its assignee, as appropriate, ceases to be a Unit Owner.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, 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 Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of 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 and equipment servicing the same, 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 Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first

conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit or the use or occupancy of the Unit by its owner.

4.1.3 Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Elements and portions of any Unit not within the buildable space 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 Section 4.1.3 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 Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

4.1.4 Easements for Encroachment. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, 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 Element, including gutters and downspouts, a valid easement for the storm water exists.

4.1.5. Easement for Use of Common Elements. Each Unit Owner and his or her lessee are hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and recreational facilities constituting the Common Elements of the Community. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements, including a rule setting fees for such use.

4.1.6. Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board (i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

4.1.7. Easements for Maintenance and Repair. The Common Elements shall be and are hereby made subject to the following easements (in addition to any other easements set forth herein) in favor of any Unit or Units for which such easements are necessary: (a) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the Common Elements; and (b) in favor of the Executive Board for inspection of the Units for the purpose of verifying performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection and maintenance of the Common Elements situated in and or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Units and for any of the purposes set forth herein. The Executive Board shall take reasonable steps to minimize the interference with the Unit Owners use of his or her Unit resulting from the

Association's exercise of rights granted to it pursuant to this Section or any other provision of this Declaration; and (c) in favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units.

4.1.8. Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in the same Cluster and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit and each Cluster.

4.1.9. Easement for Party Walls. For those Buildings constructed in a Cluster on adjacent Units, the owners of adjoining Buildings in the same Cluster shall have the continued use of the party walls between the Buildings on those adjacent Units for the benefit and support of their Units; provided, however, that such use shall not injure any adjoining Unit or the Building constructed thereon and shall not impair the party wall benefits and support to which such adjoining Unit is entitled. This easement for party walls shall include the right of any Unit to affect such party wall as necessary: (a) for the installation, repair, maintenance, use, removal and/or replacement of any recess cabinet in the bathroom of such Unit; and (b) for the installation, repair, maintenance, use, removal and/or replacement of lighting, fixtures, electrical receptacles and the like which are located in a portion of the party wall; provided that, the installation, repair, maintenance, use, removal or replacement of such recess cabinet, fixtures, receptacles and the like will not interfere with any part of the adjacent Unit or impair or structurally weaken the Cluster or adjacent Unit; and (c) for driving and removing nails, screws and bolts into the party walls; providing, that such action will not unreasonably interfere with the use of any part of the adjacent Unit or impair or structurally weaken the Cluster or adjacent Unit; and (d) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the party walls

4.1.10. Easement for Plumbing. The owners of adjoining Units shall have the continued use of plumbing lines and conduits traversing in the ground belonging to their respective Units in the same Cluster.

4.1.11 Easement for Driveways. Each of the Unit Owners sharing a common entranceway and/or aisleway to a rear driveway shall have an easement to use that entranceway and/or aisleway, provided that no Unit Owner sharing such entranceway and/or aisleway may interfere with the use of the driveway, entranceway and/or aisleway by the other Unit Owner(s) sharing such entranceway and/or aisleway.

4.1.12 Miscellaneous.

a. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units and Common Elements, perpetually in

full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

b. The Units and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to favor other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in §5219 of the Act, the other Sections of the Act referred to in §5219 thereof and the express provisions of this Declaration. Notwithstanding any such procedures, any amendment of the Declaration affecting the rights of Unit Owners shall require the approval of sixty-seven percent (67%) of the Unit Owners.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by §5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Elements. The construction on Units, and the occupancy and use of the Units on which construction has been completed, and the occupancy and use of Common Elements shall be subject to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any

amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations are as follows:

6.1.1 No part of the Property shall be used for anything other than housing for residential purposes for which the Property was designated except as otherwise provided.

6.1.2 No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association. The Common Elements may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Elements, or any woodlands thereon.

6.1.3 No structure may be erected or maintained on any Unit other than an attached townhouse which is part of a Cluster and its appurtenant garage. Swimming pools, whether above or in-ground, are prohibited. Notwithstanding the foregoing, the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices on any Units.

6.1.4 No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

6.1.5 Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

6.1.6 Except as to the Declarant and its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election and are not installed sooner than twenty-one (21) days before the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit which is no larger than permitted under local zoning ordinances.

6.1.7 No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a committee comprised of James C. Rumbaugh, Marcia Gill and Jill Allan, or by a representative designated by a

majority of the members of said committee. Such approval shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above-mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such Building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on the earlier of seven years from the date hereof or the date all Units are owned by Unit Owners other than Declarant; provided, however, that the Declarant may request the Executive Board at any time to appoint a committee, or itself serve as such committee, to be a successor to the committee appointed by the Declarant, and upon appointment of such committee by the Executive Board, a written instrument shall be duly recorded evidencing the transfer of responsibility for such review to the Association.

6.1.8 No trailer or tent shall be placed on any Unit, other than trailers placed on the Property by Declarant or its agents during the period when construction is occurring in the Community. No shed or storage building may be erected on any Unit without the prior written consent of the committee named in paragraph 6.1.7 or its successor, as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Unit nearer to a street on which said Unit abuts than the nearest wall of the Building erected thereon.

6.1.9 There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive Board, except as herein expressly provided, and other than obstructions created or placed by Declarant or its agents during the period when construction is occurring in the Community.

6.1.10 No fence shall be erected on any Unit without the written consent of the committee named in paragraph 6.1.7 or its successor Association and no fence shall be built to a height greater than four feet (4') unless required by the ordinances of Marshall Township and/or Allegheny County, and approved as to aesthetics by that same committee or its successor.

6.1.11 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

6.1.12 No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Elements.

6.1.13 No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

6.1.14 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Elements. The Common Elements and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

6.1.15 No Unit Owner, nor anyone in a Unit with the permission of the Unit Owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

6.1.16 The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements.

6.1.17 No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the committee named in paragraph 6.1.7 or its successor. The Association may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

6.1.18 No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in any Unit without prior written consent of the committee named in paragraph 6.1.7 or its successor.

6.1.19 No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.

6.1.20 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.

6.1.21 The committee named in paragraph 6.1.7 above and its successor shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in those paragraphs of this Section 6.1 over which it has authority in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to the earlier of seven years from the date hereof or the ownership of all units by Unit Owners and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

6.1.22 All Units shall be maintained in good condition. If the Unit Owner plants personal plantings on its Units, all shall be planted within twenty-four inches (24") of the exterior of the Cluster in which the Unit is located, must be properly maintained, and no weeds permitted to grow unchecked.

6.1.23 No Unit Owner shall permit any dumping to occur on his or her Unit.

6.1.24 No Unit Owner shall permit any unlicensed and/or uninsured vehicle to be stored on his or her Unit unless it is stored at all times in the Unit Owner's garage.

6.1.25 If a Unit or any portion thereof or any of the Common Elements is damaged or destroyed by fire or other calamity and the Unit Owner and/or Association, as appropriate, is not required to rebuild the same under the Act or the rules and regulations of the Association, the Unit Owner or Association, as appropriate, shall be required to remove the damaged area and restore the land to its pre-construction condition to the extent possible.

6.1.26 Only household domestic pets, such as cats, dogs, song birds and fish in aquariums, not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than two (2) such non-aquatic pets are permitted per Unit. In no event shall any pet be permitted in any outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements. No lines, chains, doghouse or other pet shelters shall be permitted on any Unit and/or portion of the Common Elements. All pets must be properly licensed and vaccinated. No Unit owner shall permit his animal to disturb any other Unit Owner. If any pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board by any Member of the Association, a hearing shall be held and, if a majority of the Executive Board shall so vote, the Unit Owner shall be required to remove the pet permanently from the Property within fifteen (15) days after written notice of the decision of the Executive Board, if so ordered. . No chickens, ducks, geese, turkeys, pigs, other farm animals, snakes

and other reptiles and/or insects such as bees may be kept on the Property. Pet waste deposited anywhere in the Community must be disposed of immediately and properly.

6.1.27 Only mailboxes, newspaper receptacles, house numbers and lampposts approved by the committee named in paragraph 6.1.7 or its successor as to aesthetics and location may be installed on a Unit.

6.1.28 Only white or off-white draperies, sheers or mini-blinds may be visible in any window from the exterior of the Unit.

6.1.29 The Association and each Member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions within the Property at a proceeding at law or in equity to prevent such violation or continuation of such violation.

6.1.30 The committee named in paragraph 6.1.7. above and its successor shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in those paragraphs of this Section 6.1 over which it has authority in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2020 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

6.1.31 If a Unit and/or any portion thereof or any of the Common Elements are damaged or destroyed by fire or other casualty and the Unit Owner and/or Association, as appropriate, is not required to rebuild the same under the Act or the rules and regulations of the Association, the Unit Owner or Association, as appropriate, shall be required to remove the damaged area and restore the land to its pre-construction condition to the extent possible.

Section 6.2 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII LEASING

Section 7.1 A Unit Owner may lease any Building constructed on a Unit (but not less than the entire Unit) at any time and from time to time provided that (except for a lease made by (i) Declarant or (ii) a mortgagee which is either in possession or is a purchaser at judicial sale):
(1) no Building constructed on a Unit may be leased for transient or hotel purposes or for an

initial term of less than one (1) year; (2) no Building constructed on a Unit may be leased without a written lease; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof, but in any event prior to occupancy of the Unit under said lease; and (4) the rights of any lessee of the Building constructed on a Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Building constructed on a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. The tenant under a lease with Declarant and/or a Unit Owner may sublease that portion of the Community subject of his or her lease subject to these same conditions, rights and obligations.

ARTICLE VIII
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Common Expenses. Common Expenses shall be assessed against all Unit Owners, in accordance with their Percentage Interests, subject to the restrictions noted above.

Section 8.2 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be assessed annually but shall be payable in equal monthly installments in advance on the first day of each month, or in such other periodic payments as the Executive Board shall elect. Special 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 Executive Board.

Section 8.3 Reserve Fund. A Reserve Fund shall be created by the collection, at closing on each sale of a Unit of a capital contribution in an amount determined by the Executive Board. The initial capital contribution may not be increased by the Executive Board by more than ten percent (10%) from the amount collected in the prior year. Additions to the Reserve Fund shall be assessed in such amounts and at such times as are determined by the Executive Board against all Units containing residences which have been occupied at least once.

Section 8.4 Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

Section 8.5 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses may be held by the Association as reserves for future Common Expenses.

Section 8.6 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure

any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 8.7 Designation of Common Expenses. The following shall be Common Expenses:

8.7.1 Expenses of administration, maintenance, repair and replacement of the Common Elements;

8.7.2. Expenses agreed upon as common by 67% of the Unit Owners;

8.7.3. Expenses declared common by the provisions of the Uniform Planned Community Act, or by this Declaration or the Bylaws or the Rules and Regulations adopted by the Association;

8.7.4. Insurance premiums for any insurance coverage to be maintained by the Association as set forth in the Public Offering Statement and the Bylaws and Rules and Regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association;

8.7.5. Reserves for repair or replacement; and

8.7.6. The Development Charge.

Section 8.8. Development Charge. The Association shall be required to pay a Development Charge to Declarant or its assigns. The Development Charge will be equal to Ten Dollars (\$10.00) per Unit (including Units created in Additional Real Estate) for two hundred forty (240) months (\$2,400.00 per Unit total), and shall be paid by the Association to the Declarant quarterly, on the first day of each calendar quarter. The purpose of the Development Charge is to reimburse Declarant for the cost of acquiring and/or developing the Common Elements, and causing the same to comply with all environmental regulations prior to transfer to the Association. The Development Charge may be collected by the Association in any manner deemed appropriate by the Association.

Section 8.9. Delegation of Authority; Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Costs incurred under such management contract shall be

a Common Expense. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

ARTICLE IX DECLARANT'S RIGHTS

Section 9.1. Association.

9.1.1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' Association for the Community. At the recording of this Declaration, the Declarant is the sole member of the Association.

9.1.2. Membership. Membership in the Association shall be limited to the Unit Owners, and every person or entity who is or becomes a Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

9.1.3. Voting Rights. Each Unit shall entitle its owner to one vote in the Association. If a Unit is owned by more than one person, or by an entity which is not a natural person, the Association Bylaws shall determine how such vote may be cast.

9.1.4. Executive Board. The Executive Board initially shall be those persons named as the initial members or such other person or persons as may be from time to time be substituted by the Declarant. The Executive Board shall consist of five (5) members until such time as all members of the Executive Board are elected by Unit Owners. At that time, the members of the Association shall have the right to increase or decrease the membership of the Executive Board by amendment of the Bylaws.

9.1.5. Authority. The Executive Board shall have all authority provided in the Act, including, without limitation, to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and to all things, and exercise all rights provided by the Community organizational documents, that are not specifically reserved to Unit Owners.

Section 9.2 Control.

9.2.1 Until the 60th day after conveyance of twenty-five percent (25%) of Units to Unit Owners other than Declarant (including Units to be created in Additional Real Estate), Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

9.2.2 Not later than 60 days after conveyance of twenty-five percent (25%) of the Units have been conveyed to Unit Owners other than Declarant (including Units to be created

in Additional Real Estate), two (2) of the five (5) members of the Executive Board shall be elected by a group comprised of the Members of the Association other than Declarant.

9.2.3 Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, (ii) 180 days after seventy-five percent (75%) of the Units (including Units which may be created in Additional Real Estate) have been conveyed to Members other than Declarant, or (iii) two (2) years after Declarant has ceased offering Units for sale, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

ARTICLE X MORTGAGES

Section 10.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Community or determination not to restore or replace the affected Unit. The Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE XI. RIGHTS OF PERMITTED MORTGAGEES

Section 11.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

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

11.1.2. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

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

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

11.1.5. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$5,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

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

11.1.7. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

11.1.8. The right to examine the books and records of the Executive Board at any reasonable time; or

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

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.1 Standard of Conduct. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board 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.

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

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

Section 12.2 Good Faith Reliance. In performing his or her duties, an officer or Executive Board 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:

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

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

12.2.3 A committee of the Executive Board 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 Executive Board member reasonably believes to merit confidence.

An officer or Executive Board 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.

Section 12.3 Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 12.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 12.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he may become involved by reason of his or her being or having been a member and/or

officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 12.5 Directors and Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.4 above, if and to the extent available at reasonable cost.

ARTICLE XIII OPTION TO ADD REAL ESTATE

Section 13.1 Reservation of Option. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community from time to time in compliance with §5211 of the Act, without the consent of any Unit Owner and/or Permitted Mortgagee. This option to add real estate may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. 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 withdrawn, added or converted, except as set forth in §5211 of the Act; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to add the Additional Real Estate to the Property.

IN WITNESS WHEREOF, the said Shenot Associates, L.P. has caused its name to be signed to these presents by its authorized representative on this 26th day of May, 2010.

Shenot Associates, L.P.

By: The Meritage Group, Inc., general partner

S.T.H./E
Witness

By: J.C. Rumbaugh
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Jill Allan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Shenot Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 26th day of May, 2010.

Jill Allan
Notary Public

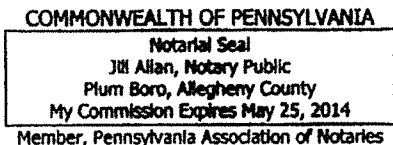


EXHIBIT A

REAL ESTATE

EXHIBIT B

EASEMENTS AND LICENSES

EXHIBIT C

IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS OF EACH UNIT

EXHIBIT D

PLATS AND PLANS

EXHIBIT E

ADDITIONAL REAL ESTATE

**Northtowne Estates
Multi-Family Lots
Exhibit A**

All those certain Multi Family Lots located in the Township of Marshall, County of Allegheny and Commonwealth of Pennsylvania, said Lots being designated as:

Lots 4A-E, 5A-E, 6 A-C and 7A-C.

On the Plats & Plans for Northtowne Estates , recorded in Plan Book Volume 268, page 151 in the Department of Real Estate of Allegheny County, Pennsylvania.

EXHIBIT "B"

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

1. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, SHORTAGE IN AREA AND ANY OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
2. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
4. REAL ESTATE TAXES FOR THE CURRENT AND PRIOR TAX YEARS WHICH MAY BE HEREAFTER ASSESSED, NOT YET DUE AND PAYABLE.
5. COAL AND COAL BED METHANE GAS AND MINING RIGHTS AND ALL RIGHTS INCIDENT TO THE EXTRACTION OR DEVELOPMENT OF COAL OR COAL BED METHANE GAS HERETOFORE CONVEYED, EXCEPTED AND RESERVED BY INSTRUMENTS OF RECORD; THE RIGHT OF SURFACE, LATERAL OR SUBJACENT SUPPORT; OR ANY SURFACE SUBSIDENCE.

NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND." [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

6. OIL AND GAS AND MINERALS AND ALL RIGHTS INCIDENT TO THE EXTRACTION OR DEVELOPMENT OF OIL AND GAS OR MINERALS HERETOFORE CONVEYED, LEASED, EXCEPTED OR RESERVED BY INSTRUMENTS OF RECORD.
7. OPEN-END MORTGAGE AND SECURITY AGREEMENT FROM SHENOT ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP TO S&T BANK, ITS SUCCESSORS AND/OR ASSIGNS, DATED MARCH 31, 2010 AND RECORDED IN THE DEPARTMENT OF REAL ESTATE RECORDS OF ALLEGHENY COUNTY, PENNSYLVANIA, IN MORTGAGE BOOK VOLUME 37869, PAGE 311, IN THE AMOUNT OF \$725,000.00.
8. Water and sewer rents, not yet due and payable.
9. Property Owner's Consent dated February 23, 2010 and recorded February 24, 2010 in Deed Book Volume 14185, page 54.

PARCEL A:

10. Easement from Reelco, Inc. to North Pittsburgh Telephone Company dated August 26, 1993 and recorded in Deed Book Volume 9072, page 382.
11. Matters as shown in the Northtowne Estates Reelco, Inc. Plan of Lots recorded in Plan Book Volume 234, page 43.
12. Matters as shown in the Northtowne Estates Revision 1 Plan for Recording recorded in Plan Book Volume 268, page 32.
13. Matters as shown in the Phase 1 Northtowne Estates Condominiums recorded in Plan Book Volume 249, page 149.
14. Declaration of Condominium for Northtowne Estates Condominium dated April 8, 2005 and recorded in Deed Book Volume 12412, page 194. Amendment to the Declaration of Condominium for Northtowne Estates Condominium dated January 8, 2010 and recorded in Deed Book Volume 14197, page 432. Limited to Bldg No. 3.
15. Easement Encroachment Exception Agreement from Reelco, Inc. to Marshall Township Municipal Sanitary Authority dated November 2003 and recorded in Deed Book Volume 11922, page 296 for extension of sewer line.
16. Oil and Gas Lease from John H. Fowler to William Munhall dated July 9, 1887 and recorded in Oil and Gas Book 4, page 590.
17. Oil and Gas Lease from John H. Fowler to Forest Oil Company dated December 31, 1890 and recorded in Oil and Gas Book 9, page 425.
18. Oil and Gas Lease from John H. Fowler to A. K. Klingensmith dated November 28, 1898 and recorded in Oil and Gas Book 16, page 487.
19. Right of Way from Fanny Fowler et al to Central District Printing and Telegraph Company recorded August 11, 1910 in Deed Book Volume 1735, page 68.
20. Right of Way from Fanny Fowler et al to Central District Printing and Telegraph Company recorded August 10, 1910 in Deed Book Volume 1735, page 69.
21. Right of Way for sewers from Frank J. Smith et ux to Marshall Township Sanitary Authority dated September 30, 1978 and recorded in Deed Book Volume 6030, page 337.
22. Right of way from Robert A. Smith et ux, et al to Warrendale Oil and Gas Company and J. D. Fowler and Company dated May 9, 1947 and recorded in Deed Book Volume 2949, page 516.

PARCEL B:

23. Right of Way from the Estate of Katherine Frey a/k/a Katherine Fry by Harriet Frey sole heir to Marshall Township Municipal Sanitary Authority dated December 16, 1979 and recorded in Deed Book Volume 6060, page 567.
24. Amended Notice of Declaration of Taking for sewers by The Marshall Township Sanitary Authority to Estate of Katherine Frey et al dated January 9, 1979 and filed at GD-78-26566 and recorded in Deed Book Volume 6055, page 859.
25. Private road as set forth in Deed from David D. Klingensmith to Orrel M. Baker dated September 16, 1912 and recorded in Deed Book Volume 1754, page 119.
26. Oil and Gas Lease from Robert A. Smith, et ux to J. D. Fowler dated December 21, 1918 and recorded in Deed Book Volume 1982, page 147.
27. Right of way from Frank W. Frey and Katherine Frey to Warrendale Oil and Gas Company and J. D. Fowler & Company dated May 9, 1947 and recorded in Deed Book Volume 2949, page 521.
28. Right of Way from D. D. Klingensmith to South West Pennsylvania Pipe Lines dated May 13, 1912 and recorded in Oil and Gas Book 21, page 343.

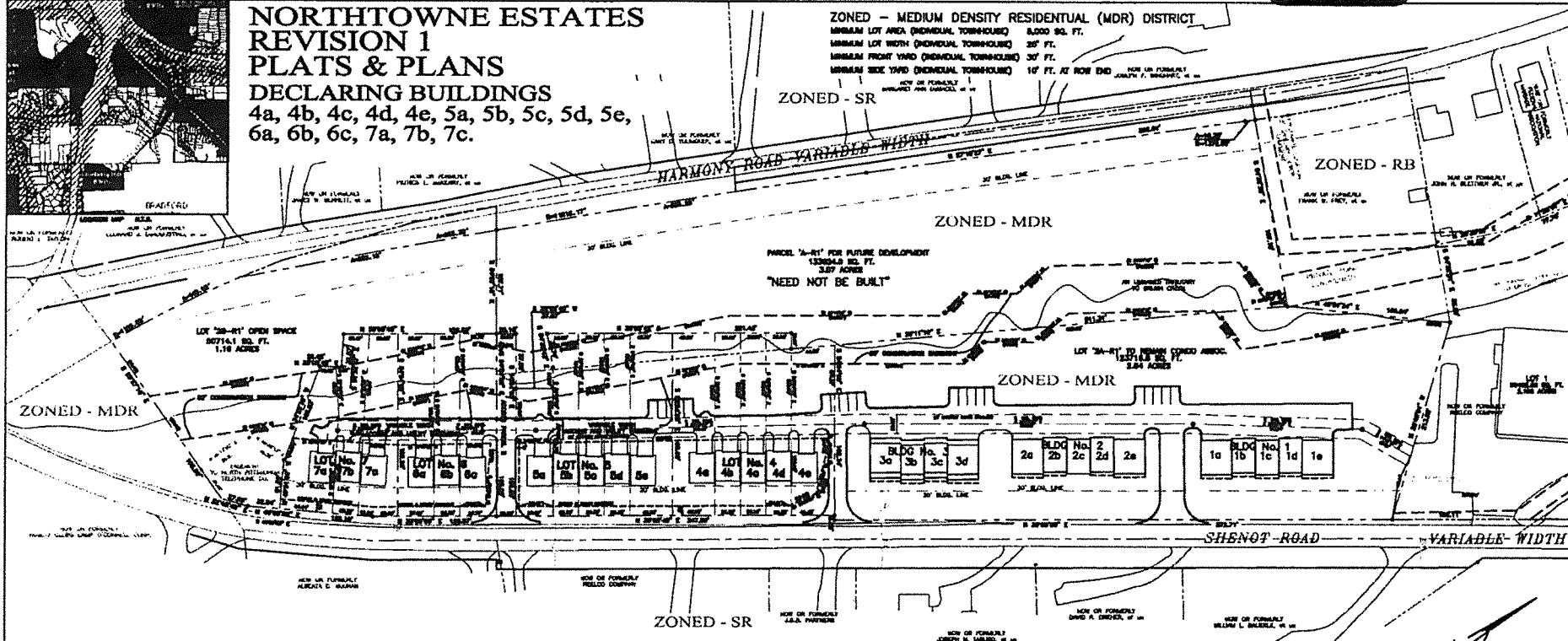
EXHIBIT C
IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

| <u>Lot</u> | <u>Address</u> | <u>Percent</u> |
|------------|---------------------------------------|----------------|
| 4E | 107 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 4D | 109 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 4C | 111 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 4B | 113 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 4A | 115 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 5E | 117 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 5D | 119 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 5C | 121 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 5B | 123 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 5A | 125 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 6C | 127 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 6B | 129 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 6A | 130 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 7C | 133 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 7B | 135 Shenot Road, Warrendale, PA 15086 | 6.25% |
| 7A | 137 Shenot Road, Warrendale, PA 15086 | 6.25% |

EXHIBIT D

PHSADV 800-631-6989

NORTHTOWNE ESTATES REVISION 1 PLATS & PLANS DECLARING BUILDINGS 4a, 4b, 4c, 4d, 4e, 5a, 5b, 5c, 5d, 5e, 6a, 6b, 6c, 7a, 7b, 7c.



ZONED - MEDIUM DENSITY RESIDENTIAL (MDR) DISTRICT
MINIMUM LOT AREA (INDIVIDUAL TOWNHOUSE) 6,000 SQ. FT.
MINIMUM LOT WIDTH (INDIVIDUAL TOWNHOUSE) 30' FT.
MINIMUM FRONT YARD (INDIVIDUAL TOWNHOUSE) 30' FT.
MINIMUM SIDE YARD (INDIVIDUAL TOWNHOUSE) 10' FT. AT ROW END

ZONED - SR

ZONED - RB

ZONED - MDR

ZONED - MDR

ZONED - SR

UNIT LOT AREA TABLE

| | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|
| 8200.0 SF 0.19 Ac. | 8203.1 SF 0.17 Ac. | 8203.1 SF 0.17 Ac. | 7900.0 SF 0.18 Ac. |
| 8200.0 SF 0.18 Ac. | 8108.3 SF 0.12 Ac. | 8203.1 SF 0.17 Ac. | 8200.0 SF 0.18 Ac. |
| 7900.0 SF 0.18 Ac. | 8006.8 SF 0.18 Ac. | 7174.4 SF 0.16 Ac. | 8006.8 SF 0.18 Ac. |
| 8200.0 SF 0.18 Ac. | 8200.0 SF 0.18 Ac. | 8006.8 SF 0.18 Ac. | |
| 3767.8 SF 0.08 Ac. | | | |

OVERALL SITE AREA

| | | |
|-----------------|------------|---------------------|
| LOT 2A-R1 | 2.54 ACRES | EXISTING CONDO PLAN |
| LOT 2B-R1 | 1.16 ACRES | OPEN SPACE |
| PARCEL A-R1 | 3.07 ACRES | FUTURE DEVELOPMENT |
| PARCEL B | 0.08 ACRES | ACCESS PARCEL |
| LOTS 4a THRU 6a | 1.37 ACRES | PRE-SAMPLE LOTS |
| LOT 6a THRU 7a | 0.88 ACRES | PRE-SAMPLE LOTS |
| TOTAL | 8.40 ACRES | |

PROPERTY KEY



SHENOY ASSOCIATES, L.P., THE MENTAGE GROUP INC., GENERAL PARTNER, JAMES RAMBAUGH, PRESIDENT, DECLARES THAT:

- IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LIKE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON OWNED OR CONTROLLED BY SHENOY ASSOCIATES, L.P., AND THE GARANTEES, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM COMMONWEALTH ACT 68 PA. C.S.A. § 1201
- IT DEEMED THIS DECLARATION PLAT AND PLAN TO BE RECORDED IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS WHEREOF, I, PRESIDENT OF THE MENTAGE GROUP, INC., GENERAL PARTNER OF SHENOY ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS _____ DAY OF _____, 2010.

ATTEST: _____ PRESIDENT

COMMONWEALTH OF PENNSYLVANIA } S.S.
COUNTY OF ALLEGHENY }

ON THIS _____ DAY OF _____, 2010, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RAMBAUGH, PRESIDENT OF THE MENTAGE GROUP, INC. GENERAL PARTNER OF SHENOY ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SAID OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE MENTAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF SHENOY ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



NOTARY PUBLIC

MY COMMISSION EXPIRES: _____, 20____.

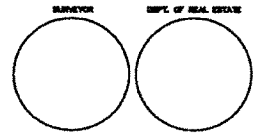
I, ROBERT R. BEHAR, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (d)(1)-(3), 6, 7, 8, 12 & 13 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 PA. C.S.A. § 3101 (THE "ACT"), SUBSECTIONS (d) 4, 8, 9, 10, & 11 AND SUBSECTION (a) OF SECTION 3210 OF THE ACT ARE APPLICABLE TO NORTHTOWNE ESTATES AND HARMONY ESTATES HOMEOWNERS ASSOCIATION.

DATE: _____
THE MENTAGE GROUP, L.P.
ROBERT R. BEHAR - AGENT
REGISTRATION NO. BA-08043-E

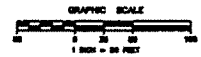
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE DEPARTMENT OF REAL ESTATE OFFICE - IN SAID COUNTY, PLAN BOOK VOLUME _____ PAGE(S) _____

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.



RECORDED



1 of 1

MG-NT04

NORTHTOWNE ESTATES
REVISION 1
PLATS AND PLANS

The Mentage Group, L.P.
772 Fox Valley Drive
Pittsburgh, PA 15228
Tel: 724-387-0700
Fax: 724-387-0700

THE MENTAGE GROUP, L.P.

NORTHTOWNE ESTATES HOMEOWNERS ASSOCIATION
Exhibit "E"

"ADDITIONAL REAL ESTATE"

Being all those certain Lots or Parcels of land situate in the Township of Marshall, County of Allegheny and Commonwealth of Pennsylvania, being more particularly described as follows:

Being all of Parcel 2B-R1 and Parcel A-R1 in the Northtowne Estates Revision 1 plan recorded in plan book volume 268, page 32 in the Department of Real Estate of Allegheny County, Pennsylvania, said lots being designated as "additional real estate" in the Plats and Plans for Northtowne Estates Homeowners Association, recorded in plan book volume 268, page 151 in said Department of Real Estate.