



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

Instrument Number: 2012-25723

BK-DE VL-15023 PG-323

Recorded On: September 28, 2012 As-Deed Agreement

Parties: RIDGE FOREST DEVELOPERS

To RIDGE FOREST DEVELOPERS

of Pages: 21

Comment:

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

Deed Agreement 110.50

Pages > 4 16

Names > 4 0

Total: 110.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

Certified On/By-> 09-28-2012 / B K

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****

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ALAINA BROUSE ESQUIRE

800 CRANBERRY WOODS DRIVE

SUITE 100

CRANBERRY TWP PA 16086



Valerie McDonald Roberts, Manager
 Rich Fitzgerald, County Executive

84120 DRE Certified
28-Sep-2012 03:33P\Int By: B K

**RIDGE FOREST
DECLARATION OF PLANNED COMMUNITY**

RIDGE FOREST DEVELOPERS, a Pennsylvania limited partnership, currently maintaining its principal place of business at 100 Bet-Tech Drive, Aliquippa, Pennsylvania 15001 ("Declarant"), hereby makes this Declaration of Planned Community (the "Declaration") with respect to certain real property owned by Declarant and located in Franklin Park Borough, Allegheny County, Pennsylvania.

PREAMBLE

WHEREAS, Declarant is the owner of the real property located in Franklin Park Borough, Allegheny County, Pennsylvania, known as RIDGE FOREST P.R.D. PLAN OF LOTS, as recorded on April 27, 2012, at Plan Book Volume 274, Page 19 (the "Plan"), being recorded in the Department of Real Estate of Allegheny County, Pennsylvania (the "Real Property"); and

WHEREAS, Declarant desires to create upon the Real Property a planned community to be known as "RIDGE FOREST P.R.D." ("Planned Community"), which Planned Community is to be comprised of 131.95 acres of land consisting of a three-phase development with 112 Townhouses, 107 Garden Apartments, 88 Residential Lots, "Open Space Parcels A-1, A-2, A-3, A-4, A-5, B-1, B-2, B3, 1, 2, 3, 4, and 5," "Conservation Areas" and "Storm Water Management Areas;" and

WHEREAS, Declarant hereby declares that the Planned Community shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose protecting the value and desirability of the Planned Community; which shall run as a covenant with the land as to all real property subject to this Declaration; which shall be binding on all parties having any right, title, or interest in the Planned Community or any part thereof, and their heirs, successors, and assigns; and which shall inure to the benefit of each Owner (as hereinafter defined) and Franklin Park Borough.

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

ARTICLE I
SUBMISSION

Declarant hereby makes the Planned Community subject to the following covenants, conditions, reservations and restrictions. It is the intent of the Declarant that the Planned Community subject to this Declaration shall constitute a "Planned Community," as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §§5101, et seq. (the "Act").

ARTICLE II
DEFINITIONS

As used in this Declaration, the following terms shall have the meaning designated:

2.1 "Association" shall mean the RIDGE FOREST OWNERS ASSOCIATION, a Pennsylvania non-profit corporation, formed solely to own and operate the Common Elements of the Planned Community.

2.2 "Common Elements" shall mean all real and personal property located within the Planned Community to be maintained by the Association for the common use and enjoyment of the Members of the Association, including "Common Facilities" and "Controlled Facilities."

2.3 "Common Facilities" shall mean the "Open Space" as shown on the Plan.

2.4 "Controlled Facilities" shall mean the roof, exterior painting, lawns and mulched areas of each Townhouse Lot that is developed for an attached dwelling unit.

2.5 "Declarant" shall mean RIDGE FOREST DEVELOPERS, L.P., and its successors and assigns. The term "Declarant" does not include Ryan Homes.

2.6 "Declaration" shall mean this Declaration of Planned Community for the Ridge Forest Planned Community.

2.7 "Lot" shall mean each of the individual lots included within the Planned Community and as shown on the Plan.

2.8 "Member" shall have the meaning described in Section 5.1.

2.9 "Mortgage" shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Planned Community or any part thereof.

2.10 "Mortgagees" shall mean and refer to a beneficiary or holder of a Mortgage.

2.11 "Owner" shall mean and refer to any owner of a Lot or Unit in the Planned Community.

2.12 "Plan" shall mean and refer to the Ridge Forest P.R.D. Plan of Lots, as recorded on April 27, 2012, at Plan Book Volume 274, Page 19, in the Department of Real Estate of Allegheny County, Pennsylvania, as the same may be amended from time to time.

2.13 "Residential Lot" shall mean Lots 1 through 88 on the Plan that are to be used for the construction of single-family, detached residences.

2.14 "Townhouse Lot" shall mean the individual townhouse lots to be created on Lots 189 through 210 on the Plan that are to be used for the construction of single-family, attached residences.

2.15 "Unit" or "Units" shall mean any one or more of the condominium units to be created on Lots 211 through 221 of the Plan that are to be used for construction of the Garden Apartments to be known as Ridge Forest Condominium. The term Unit is a Lot under this Declaration.

ARTICLE III **EASEMENTS**

3.1 **Utility Easements.** The Planned Community shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits, equipment, ducts and vents, over, under, through, along and on the Planned Community. Notwithstanding the foregoing provision of this Section 3.1, unless approved in writing by the Owners affected thereby, any such easement shall be located so as not to materially interfere with the use or occupancy of the Planned Community by its occupants. Declarant grants Ryan Homes the right to use such easements as necessary for the construction of improvements on Residential Lots or Townhouse Lots.

All lots within the Planned Community are subject to a Utility Easement along the property frontage of each individual Lot as shown on the Plan.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Plan without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to Franklin Park Borough, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

3.2 **Easement for Access to Planned Community.** Declarant, on behalf of itself, its successors and assigns, reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular

ingress, egress and regress to all or any part of the Planned Community, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or re-grading of landscaped areas of the Common Elements.

3.3 Declarant's Easement to Maintain and Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 3.3 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected Planned Community as closely to its original condition as possible. Declarant grants the foregoing easement to correct drainage to Ryan Homes with respect to Lots as required for maintaining and correcting drainage of surface water on Lots. This Easement to Maintain and Correct Drainage is shown on the Plan as a "10' Public Drainage Easement" and, in some instances, also includes a 5' Maintenance Easement. These easements are to allow the proper maintenance, repair and replacement of drainage facilities including, but not limited to, swales, pipes, inlets and conduits.

3.4 Declarant's Easement for Development of Planned Community. Declarant, for itself, its successors and assigns, including Ryan Homes, reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements on the Planned Community. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs. Declarant grants the rights to maintain models, sales offices and signs under Section 5217 of the Act to Ryan Homes, subject to the limitations and protections afforded to Ryan Homes pursuant to the provisions of Section 5304(e)(3) of the Act.

3.5 Easement for Use of Common Elements.

A. Grant of Easement. Each Owner and each person lawfully on the Planned Community is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements

B. Extent of Easement. 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.

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

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

3.8 Conservation Easement on Open Space Parcels A-1, A-3, A-4 and B-2. Open Space Parcels A-1, A-3, A-4 and B-2 are subject to a "Conservation Easement." Declarant will grant the Conservation Easement in favor of the Borough of Franklin Park. The Open Space Parcels shall be preserved except to the extent shown on the Plans.

3.9 Pond Access Easement. As shown on the Plan, Lots T-2, 41 and 42 shall be subject to that certain easement labeled as "Pond Access Easement," which easement is for the benefit of the Association, for the purpose of access to the retention ponds to maintain and correct drainage of surface water in order to maintain a reasonable standard of health, safety and appearance within the Community. Some portion or all of the easement may be paved, and the remainder will be seeded with grass. The easement created by this Section 3.9 expressly includes the right to cut any trees, shrubs or bushes, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected Lots as closely to their original condition as possible. This easement shall continue in perpetuity and shall be binding upon and inure to the benefit of the Lot Owners as specified above. The Pond Access Easement shall be maintained, improved, repaired, replaced, regulated, insured, controlled and managed by the Association. Lot Owners are not permitted to modify or interfere with this easement. No change or modification of this Pond Access Easement may occur without the express approval of the Association and Franklin Park Borough.

ARTICLE IV
MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

4.1 Association's Responsibility.

A. Common Elements. The Association shall maintain and keep in good repair the Common Elements as required by the terms hereof. Specifically, the Association shall be responsible for:

- (i) Maintenance, repair and snow and ice removal from private open space easement for utilities and access;
- (ii) Maintenance, repair and replacement of all storm sewers located within the Common Elements and outside of the public street rights of way;
- (iii) Maintenance of street signs, lawn cutting of Common Elements and general landscaping and maintenance of the Entry Area of the Community; and
- (iv) Maintenance, repair and replacement of all recreational facilities, walking trails and improvements on the Common Areas.

B. Controlled Facilities and Private Roads. The Association shall be responsible for maintenance, repair and replacement on the Controlled Facilities and Private Roads in the Townhouse Lots, specifically:

- (i) Maintenance, repair and replacement of the landscaping, mulch and lawns on the Townhouse Lots; and
- (ii) Maintenance, repair, replacement and snow removal on the private roads that abut the Townhouse Lots; and
- (iii) Maintenance, repair and replacement of the roof and all exterior painting for the Townhouse Lots.

Otherwise, the repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner.

ARTICLE V
RIDGE FOREST OWNERS ASSOCIATION

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind or nature required or desired within the Planned Community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for a Lot or Unit in the Planned Community, agrees to and shall be

subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Association. The Members of the Association shall be the Declarant and all Owners. With respect to the affairs of the Association, the Owner of each Lot or Unit shall have one vote.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 11.2A, 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."

5.3 Powers of the Association. The Association shall have the following powers:

- A. To adopt and amend Bylaws and Rules and Regulations.
- B. To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- C. To hire and terminate managing agents and other employees, agents and independent contractors.
- D. To institute, defend or intervene in litigation or administrative proceedings in its own name, on behalf of itself, or two or more Members on matters affecting the Association or the Planned Community.
- E. To make contracts or incur liabilities.
- F. To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- G. To cause additional improvements to be made to the Common Elements.
- H. To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- I. To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- J. To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- K. To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.

L. To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.

M. To provide for the indemnification of its officers and executive board and to maintain directors' and officers' liability insurance.

N. To exercise any other powers conferred by the Act, this Declaration or the bylaws of the Association.

O. To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.

P. To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Executive Board. Not later than the termination of any period of Declarant control in accordance with Section 11.2A, the Members shall elect an Executive Board of at least three (3) members. The Executive Board shall appoint the officers of the Association. The members of the Executive Board and the officers shall take office upon election. The Executive Board shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Executive Board, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3rds) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.5 Bylaws. The Bylaws of the Association shall provide for all of the following:

A. The number of members of the Executive Board and the titles of the officers of the Association.

B. Election by the Executive Board of a president, treasurer, secretary and any other officers of the Association the bylaws specify.

C. The qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers and filling vacancies.

D. Which, if any, of its powers the Executive Board or officers may delegate to other persons or to a managing agent.

E. Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.

F. The method of amending the Bylaws.

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

ARTICLE VI
BUDGETS; COMMON EXPENSES;
ASSESSMENTS AND ENFORCEMENT

6.1 Budgets; Capital Expenditures. The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually. The Executive Board shall deliver to all Members copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval.

6.2 Monthly Assessments. All Common Expenses assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis payable in monthly installments, and shall be due and payable in advance on the first day of the month. Each Lot shall be responsible for its pro rata share of the Common Expenses, in addition to the Limited Common Expenses and Special Assessments and reserves as hereinafter defined as same may relate to such Lot. The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created, and thus subject to the payment of assessments, only upon transfer of legal title of said Lot from Declarant to another or the taking of possession of said Lot by another, whichever first occurs. Declarant shall not be assessed on unsold Lots that have not yet been created, but shall only be responsible for any actual costs incurred by the Association with respect to such Lots to which Declarant holds title on an equal basis with Lots that are sold and occupied.

The expenses incurred, pursuant to Section 4.1B, shall be assessed equally to all Townhouse Lots that are improved with an attached residential dwelling. The Association shall provide, as part of the annual budget, a separate itemization of expenses under 4.1B. Each annual assessment shall separately designate the assessment to Townhouse Lot Owners for expenses and reserves under 4.1B.

6.3 Assessments for Limited Common Expenses and Special Assessments. The Board may adopt assessments for Limited Common Expenses relating to the repair, maintenance and replacement of Limited Common Elements. Special Assessments shall be due and payable in one or more monthly installments as determined by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

6.4 Lien for Assessments, Fines and Interest. The Association shall have a lien against each Lot for any Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3J, 5.3K and 5.3L and the reasonable the

costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Member are collectable as assessments under this Section.

6.5 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without the prior approval of sixty (60%) percent of the Members.

6.6 Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures, not originally included in the annual budget that may become necessary during the year, may be charged first against such reserve, as the Executive Board shall determine. 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 Executive Board deems appropriate. Initially there will be specific maintenance and replacement accounts set up for Lots with common driveways. The Association shall also have the right to apply any such reserve amounts to Common Expenses as the Executive Board deems appropriate; provided, however, that such maintenance or replacement assessments relating to specific Lots may not be reallocated to Lots that are not the subject of such specific maintenance and replacement accounts.

6.7 Capitalization Fee Collected upon Initial Sale. The Association shall collect from each Owner upon the initial purchase of a Unit, at the time of closing, a Capitalization Fee in the amount equal to two (2) months of Common Expense assessments at the time of closing on each Lot.

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

6.9 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's monthly assessments, or any nonrecurring Common Expense, or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments or special assessments. Such further monthly assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefor, and such further monthly assessments shall become effective as determined by the Executive Board.

6.10 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member and further based upon such Members contribution to such excess. These credits shall be applied to the next monthly assessments of Common Expenses due from each Member under the current fiscal year's budget and thereafter until exhausted.

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

6.12 Interest and Charges. Any assessment not paid within five days after its due date shall accrue a late charge in the amount of four (4%) percent of the overdue assessment in addition to interest at the rate of eight (8%) percent per annum (or such other rate as may be determined by the Executive Board) on the amount of the unpaid assessment through date of payment. Sums assessed by the Executive Board will bear interest at a rate to be determined by the Executive Board (but not more than fifteen [15%] percent per annum) from the thirtieth (30th) day following the due date for payment. If any assessments are past due more than thirty (30) days, the Executive Board may accelerate all of the assessment payments due from such Lot Owner for the fiscal year, and the total amount shall become immediately due and payable. Any delinquent Member shall also be obligated to reimburse: (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; and (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 6.2 above.

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

6.14 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the

provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

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

6.16 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon a Lot. The sale or transfer of the Lot, pursuant to or in lieu of mortgage foreclosure, shall extinguish the lien of such assessment as to payment that became due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Lot from the obligation or liability for any assessments thereafter coming due or from the lien on any such subsequent assessments.

6.17 Commencement of Assessments. An assessment shall not be assessed against any Lot or Unit until the earlier occurrence of either the sale of the Lot or Unit, or the issuance of a certificate of occupancy for the Lot or Unit. Until assessments are imposed under this Section 6.17, the Association shall be under no obligation to provide any maintenance or services that benefit the Lot or Unit.

ARTICLE VII **INSURANCE OF COMMON ELEMENTS**

7.1 Coverages. The Association's duly authorized agent shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket, all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of Association or any of the Members or their agents. The public liability policy shall have at least a One Million Dollars (\$1,000,000.00) minimum property damage limit.

7.2 Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3 **Contracts.** All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection A below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members, and Mortgagees, as their interest may appear, providing financing on the Common Elements.

B. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

C. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4 **Workers Compensation.** In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE VIII **USE RESTRICTIONS**

8.1 No Lot or Unit shall be used for any purpose other than for single-family residential use.

8.2 Each and every Lot and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Plan. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Plan shall be observed and complied with, by and at the expense of all Owners.

8.3 No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the Planned Community.

8.4 No garage or other structure, other than the dwelling house for which the plans have been approved, shall be used as a residence, temporarily or permanently, nor shall any dwelling house, foundation or basement in the process of construction be used for residential purposes.

8.5 All fences or walls are subject to the written approval of the Declarant, as to location, height and design and building material.

8.6 Approval of building plans:

A. All building plans for proposed dwelling structures shall be submitted to Declarant or its designee for approval of the proposed design and builder, in writing, prior to commencement of construction. One (1) set of approved plans shall be retained by Declarant or its designee. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change by Declarant or its designee and endorsed on the original plans. Declarant's right of plan approval shall include any alterations to existing improvements on Lots. Declarant has previously approved the building plans of Ryan Homes.

B. No owner of a Lot shall apply for a building permit without the written approval of Declarant or its designee upon the building plans. Declarant has previously approved the building plans of Ryan Homes.

C. Any single-family, detached residential dwelling constructed on any Residential Lot shall be finished with suitable exterior building material, which shall extend to grade with no exposed foundation of concrete or concrete block. All proposed building material for the exterior portion of the dwelling must be approved in writing by Declarant or its designee prior to commencement of construction. Declarant has previously approved the building plans of Ryan Homes. The ranch-style homes constructed on a Residential Lot shall have a finished living space, excluding basements and garages of 1,500 square feet; the two-story style homes constructed on a Residential Lot shall have a finished living space, excluding basements and garages of 1,600 square feet; the single-family attached homes constructed on a Residential Lot shall have a finished living space, excluding basements and garages of 1,500 square feet.

D. The Townhouse Lots and the Garden Apartment Units shall comply with the Tentative Approval granted by Franklin Park Borough and the design plans submitted by Declarant. Exterior building materials are limited to brick, HardiePlank or wood.

8.7 All exterior painting for any dwelling shall be of a quality, type and color that have been approved by the Declarant.

8.8 Other than the residential dwelling houses to be located on the Lots, no outbuildings shall be permitted with the exception of detached garages, and sheds for the single-family detached homes, if shown on the original floor plans for the improvements constructed by Ryan Homes.

8.9 No solar collector or any other devise or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted.

8.10 No aboveground swimming pools or tennis courts shall be permitted. All hot tubs and spas must be in-ground or incorporated into a deck with enclosed sides and privacy fencing which have been approved per Section 8.11 herein.

8.11 No decks, awnings, hedges, walls or fences shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant.

8.12 All single-family Lots shall have the same cluster style mailbox in the same location upon the Lot. Before occupancy, each Owner shall have his/her mailbox installed in a location and of a design approved by the Declarant and the U.S. Postal Service. All other lots shall have a mailbox installed in a location and of a design approved by the Declarant and the U.S. Postal Service.

8.13 A lamppost, of a style approved by the Declarant, shall be installed in the front yard of each dwelling in a location approved by the Declarant.

8.14 Parking areas, other than driveways constructed by Ryan Homes or approved by the Declarant, shall not be permitted.

8.15 Except in connection with construction activities, trucks, trailers and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages. Campers, recreational vehicles and boats may be parked in driveway for a period not exceeding forty-eight (48) hours in any one (1) calendar month period for the purpose of cleaning, loading or unloading.

8.16 No signs of any character shall be erected, posted or displayed on any Lot, except: (i) marketing signs installed by Declarant or Ryan Homes while actively marketing Lots for sale; (ii) street and identification signs installed by the Association or Declarant; (iii) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market; and (iv) political signs in accordance with the Rules and Regulations established by the Association.

8.17 No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drain ways. Such substances shall include but shall not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like and any and all substance as defined by and as same is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.

8.18 Open burning is not permitted on any Lot, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent discharge of embers or ashes.

8.19 No farm animals and no animals of any type except for household pets, such as dogs and cats, shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number so as not to cause a nuisance to the residents and guests and may not be located there for commercial purposes. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control them and unless carried or leashed.

8.20 No playhouse, tree house, tool house, shed, greenhouse, gazebo, children's play equipment, recreational equipment/apparatus or other outbuilding or structure of any type, which is detached from the dwelling, shall be constructed or placed on any Lot within the Planned Community without the prior approval of the Declarant. The Declarant and Executive Board reserve the right to prohibit any of the same if, in their sole opinion, it would constitute a nuisance to Owners of other Lots within the Plan.

8.21 The Declarant reserves to itself the right, within seven (7) years of the recording of this Declaration, to prepare and record further covenants and restrictions without the joinder of any Lot Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Plat and for the health, comfort, safety and general welfare of the Owners of said Lots. Any such amendment after the first seven (7) years of the initial term shall require the requisite percentage of Owners who own Lots in the Plan to join in and consent to the change as required by this Declaration and the Act.

ARTICLE IX
ANNEXATION OF ADDITIONAL
REAL ESTATE/ADDITIONAL LOTS

9.1 The Declarant does not intend to annex or add any additional real estate to the Planned Community as is provided for in the Act.

9.2 The Declarant reserves the right to further subdivide the Townhouse Lot and Garden Apartment Lots to create individual Lots or Units. To the extent that such a subdivision should occur, the Declarant makes the following representations in accordance with the Act:

A. The Declarant reserves the option to further subdivide Lots 189 to 210, as shown on the Plan, and in doing so to create the 112 Townhouse Lots within the Planned Community.

B. The Declarant reserves the option to further subdivide Lots 211 to 221 by creating a condominium for the creation of the 107 Garden Apartments within the Planned Community.

C. The option reserved in Subparagraph A above will expire seven (7) years after recording of the Declaration. There are no other circumstances that will terminate this option before the expiration of the seven (7) year time limit.

D. The only limitations on the option to subdivide, which is reserved in Subparagraph A, are the limitations created or imposed by the Act; otherwise there are no limitations.

E. All Lots shall be equal in voting rights.

F. The maximum number of Townhouse Lots shall be 112, and the maximum number of Units shall be 107.

G. All additional Units/Lots when created will be restricted to residential. The Townhouses and Garden Apartments shall comply with the architectural requirements.

H. The architectural style, quality of construction, principal materials utilized in construction shall match the corresponding building type.

I. In the event that Lots are created via subdivision of the Townhouse Lots and Garden Apartments added to the Planned Community, the same restrictions affecting the use, occupancy and alienation of the Lot(s) that apply to the originally created Lots will apply to those Lots created via subdivision.

ARTICLE X GENERAL PROVISIONS

10.1 Amendments. Prior to the transfer of Declarant control pursuant to Section 11.2A, Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Planned Community. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of eighty (80%) percent of the Members, unless unanimous consent of the Members is required by the Act. Any amendment to be effective must be recorded in the public records of Allegheny County, Pennsylvania. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priorities of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

10.2 Limitation of Liability. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees [A through D below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 11]:

A. Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or Planned Community, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;

B. Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;

C. Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal Planned Community in or on the Common Elements or other places within the Plan and shall have no liability arising out of the use, misuse or condition of the Common Elements except for the Declarant's willful misconduct;

D. The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;

E. The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

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

10.4 Use of the Words "RIDGE FOREST." No person shall use the words "RIDGE FOREST," or any derivative thereof, in any printed or promotional material without the prior written consent of the Declarant. However, Members and Ryan Homes may use the term "RIDGE FOREST" in printed or promotional matter where such term is used solely to specify a particular Lot located within the Plan.

10.5 Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

10.6 Conflicts with Franklin Park Borough Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of Franklin Park Borough, the applicable provisions, terms and conditions of the appropriate Ordinances for Franklin Park Borough shall prevail for all matters involved in any conflicts.

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

ARTICLE XI DECLARANT'S RIGHTS

11.1 Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the public records of Allegheny County, Commonwealth of Pennsylvania.

11.2 Control.

A. Subject to Section 11.2B, for a period of five (5) years from the date of the recording of this Declaration, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Executive Board. However, this period of Declarant's control will terminate no later than the earlier of: (i) sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots to Owners other than Declarant; or (ii) two (2) years after a Declarant has ceased to offer Lots for sale in the ordinary course of business.

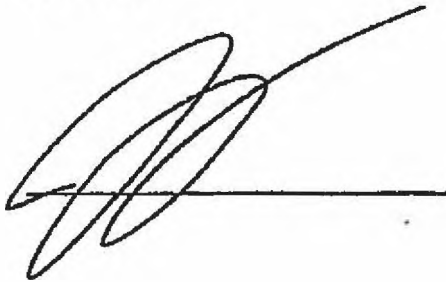
B. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Lots (including Lots subsequently created via subdivision of Lot 56) to Members. At least one member, and not less than twenty-five (25%) percent of the members, of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Lots or Units to Members, not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by the Members.

11.3 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 11.2A, the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements, as may be required by Franklin Park Borough, pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 28th day of September, 2012.

ATTEST:



RIDGE FOREST DEVELOPERS, L.P.
a Pennsylvania limited partnership
By: Ridge Forest Managers, LLC
its General Partner,

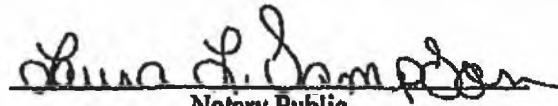
By: 
Charles J. Betters, President

ACKNOWLEDGEMENT

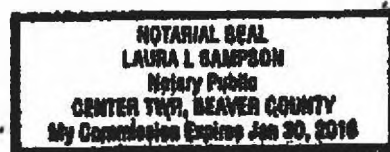
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

On this 28th day of September, 2012, before me, a Notary Public, the undersigned officer, personally appeared Charles J. Betters, who acknowledged himself to be the Manager of Ridge Forest Managers, LLC, a Pennsylvania limited liability company, the General Partner of RIDGE FOREST DEVELOPERS, L.P., a Pennsylvania limited partnership, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as such officer of the General Partner.

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



Notary Public
My Commission Expires:



Mail to: Alaina Bruce, Esq.
800 Cranberry Woods Dr., Suite 100
Cranberry Twp., PA 16016