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**SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

(SILVER PINES)

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions is made as of January 9, 2013, by SIERRA PINE ASSOCIATES, L.P., a Pennsylvania limited partnership (the "Declarant").

WHEREAS, all capitalized terms not otherwise defined elsewhere in this Declaration shall have the meanings ascribed thereto in Article I of this Declaration;

WHEREAS, Declarant previously executed an Amended and Restated Declaration of Covenants, Conditions and Restrictions, dated May 18, 2011, recorded in the Real Estate Department of Allegheny County, Pennsylvania in Deed Book Volume 14585, Page 18 (the "Original Declaration");

WHEREAS, Declarant desires to amend and restate the Original Declaration on the terms set forth in this Declaration;

WHEREAS, Declarant, as the owner of the Property, intends by this Declaration (i) to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Lot Owners; (ii) to provide a flexible and reasonable procedure for the overall development of the Property; and (iii) to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property;

WHEREAS, this Declaration does not and is not intended to create a condominium within the meaning of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §§ 3101 *et seq.*, or, except to the extent required by law, a planned community within the meaning of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §§ 5101 *et seq.*

NOW, THEREFORE, Declarant hereby declares (i) that the Original Declaration is hereby amended and restated in its entirety with the terms of this Declaration, and (ii) that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and shall be binding on all Lot Owners and all other Persons now or hereafter having any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each Lot Owner.

ARTICLE 1

INCORPORATION OF RECITALS

Section 1.1 Incorporation. The foregoing recitals are hereby incorporated into this Declaration.

ARTICLE 2

DEFINITIONS

Section 2.1 Definitions. As used in this Declaration, the following capitalized terms shall have the following meanings:

(a) "Architectural Control Committee" shall have the meaning ascribed to such term in Article 6 of this Declaration.

(b) "Assessments" shall mean Common Assessments or Individual Assessments, or both, as the context indicates.

(c) "Association" shall have the meaning ascribed to such term in Article 3 of this Declaration.

(d) "Common Area" shall mean, whether or not otherwise constituting a part of a Lot, (i) all areas of the Property so designated on the Site Plan and all improvements now or hereafter located in or on such areas, and all lawns, landscaping and other flora now or hereafter situated within such areas; and (ii) all drainage facilities, utility facilities, paving and curbing (other than drainage facilities, utility facilities, driveways, parking areas and curbing solely serving a Lot), traffic control devices and other common facilities.

(e) "Common Assessments" shall have the meaning ascribed to such term in Article 4 of this Declaration.

(f) "Common Expenses" shall mean and include (i) the expenses incurred by the Association for the general benefit of the Lot Owners, such as (A) costs and expenses related to the Common Area, including the maintenance, repair, replacement and operation thereof, (B) the cost of such insurance as the Association may elect to maintain from time to time, (C) indemnification costs of the Association pursuant to Article 12 of this Declaration; and (D) any reserves as may be determined by the Association, in its reasonable discretion, to be necessary or appropriate on account of any such costs or expenses; and (ii) a portion of the real estate taxes attributable to any Lot that includes any Common Area, such portion of such taxes to be equal to the product of (A) the assessment attributable to the land (but not the improvements) included within such Lot, times (B) a fraction whose denominator shall be the area of such Lot and whose numerator shall be the area of that portion of such Lot constituting Common Area.

(g) "Declarant" shall mean Sierra Pine Associates, L.P., a Pennsylvania Limited Partnership, and each successor to the rights of such Person as Declarant under this Declaration.

(h) "Declarant Control Period" shall mean the period from the date of recordation of this Declaration in the Real Estate Records until the earliest of (i) such time as Declarant shall have conveyed at least seventy-five percent (75%) of the Lots to Persons pursuant to arm's length sales thereof, (ii) the third (3rd) anniversary of such date of recordation, or (iii) two (2) years after Declarant shall have ceased to offer units for sale in the ordinary course of business.

(i) "Improvements" shall mean all buildings, structures and other improvements, including walls, fences, driveways, larking areas, sidewalks, other hard surface areas and recreational facilities (such as tennis courts and swimming pools) now or hereafter constructed or installed within a Lot, including a Residential Structure.

(j) "Individual Assessments" shall mean the costs and expenses incurred by the Association and fines imposed by the Association in connection with (i) the correction or enforcement of, or other response to, any violation by any Lot Owner or any Lot Owner Invitee of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration, or (ii) responses to any perceived emergency, security or safety matters pertaining to one or more but less than all of the Lots.

(k) "Lot" shall mean a portion of the Property from time to time designated as a Lot on the Subdivision Plan.

(l) "Lot Owner" shall mean shall mean the Person or Persons from time to time owning record fee simple title to a Lot (whether solely or as a tenant in common, joint tenant, tenant by the entireties or otherwise, as reflected in the Real Estate Records; provided that, except as otherwise limited in this Declaration, any Person who shall cease to be a Lot Owner with respect to a Lot shall nevertheless remain fully liable and responsible under the terms of this Declaration for all obligations and liabilities under this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration (i) incurred or assumed by such Person as such Lot Owner, or (ii) as a result of acts or omissions of such Lot Owner prior to the time that such Person shall have ceased to be the Lot Owner with respect to such Lot. If there shall be more than one Person constituting the Lot Owner with respect to a Lot, then (i) each such Person shall be jointly and severally liable for all obligations of such Lot Owner under this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration with respect to such Lot, and (ii) in all matters under this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration pertaining to voting, consent, approval or any other decisions by the Lot Owner with respect to a Lot (whether in connection with the Association, a committee or otherwise), all Persons constituting the Lot Owner with respect to such Lot shall be considered a single Lot Owner, and the Persons owning more than fifty percent (50%) in interest of such fee simple title to such Lot shall have the power and authority (the same being coupled with an interest) to act under and with respect to this Declaration and any bylaws or rules and regulations from time to time adopted by the

Association in connection with this Declaration as the Lot Owner with respect to such Lot and to bind all other Persons owning any portion of such fee simple title to such Lot with respect to matters votes, consents and approvals pertaining to this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Except as otherwise provided in this Declaration, any Person who shall become a Lot Owner with respect to a Lot shall not be liable for any obligation of any prior Lot Owner with respect to such Lot other than the obligation (i) to pay any assessments theretofore, then or thereafter made against such Lot, and (ii) to cure any ongoing violation of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration caused by the condition of the Lot in question or any Improvements thereon or the non-compliance of such Lot or any such Improvements with the provisions of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration.

(m) "Lot Owner Invitee" shall mean any tenant, subtenant or licensee of a Lot Owner or any of such Persons' respective licensees or invitees.

(n) "Mortgage" shall mean a mortgage against one or more Lot, duly recorded in the Real Estate Records.

(o) "Mortgagee" shall mean holder of a Mortgage, provided that no Person shall be deemed to be a Mortgagee with respect to a Mortgage unless and until such Person's Mortgage shall have been delivered to the Association, together with any evidence that may reasonably be requested by the Association that such Person is the holder of such Mortgage.

(p) "Mortgagor" shall mean the Lot Owner with respect to a Lot subject to a Mortgage.

(q) "Municipality" shall mean the Township of Pine, Allegheny County, Pennsylvania.

(r) "Person" shall mean an individual, corporation, limited liability company, partnership, trust or any other entity, association or organization.

(s) "Real Estate Records" shall mean the appropriate public real estate records of the Real Estate Department of Allegheny County, Pennsylvania or, as to notices of Assessments, such other office in which such notice may be filed and thereby constitute constructive notice to a bona fide purchase of the Lot in question.

(t) "Residential Structure" shall have the meaning ascribed to such term in Article 5 of this Declaration

(u) "Site Plan" shall mean the plan attached hereto as Exhibit A.

(v) "Subdivision Plan" shall mean that certain Silver Pines land Development Plan-Plan of Recording, recorded in the Real Estate Records in Plan Book Volume 269, Page 128, as the same may be amended from time to time to the extent not prohibited by the terms of this Declaration.

ARTICLE 3

ASSOCIATION

Section 3.1 Definition of Association. For purposes of this Declaration, "Association" shall mean the unincorporated association consisting of all Lot Owners or, if formed with the written consent of Lot Owners representing a majority of the Lots, a Pennsylvania non-profit corporation of which each Lot Owner shall be a member.

Section 3.2 Authority of Lot Owners. Except as otherwise provided in this Declaration, (a) all matters pertaining to any action to be taken, decision to be made, or consent or approval to be considered by the Association shall be determined by Lot Owners representing a majority of the Lots, irrespective of the number of Lot Owners in attendance at a meeting of the Association; and (b) the votes, consents or approvals of any Lot Owners may be cast or given at a meeting of the Lot Owners at which the Lot Owners representing at least seven (7) Lots shall be in attendance, or otherwise may be cast or given by any one or more Lot Owners in writing either before or after any such meeting.

Section 3.3 Declarant Control Period. Notwithstanding anything in this Declaration to the contrary, during the Declarant Control Period, (a) Declarant shall have the sole right, in Declarant's good faith discretion, to take all actions, make all decisions and grant or refuse all consents and approvals on behalf of the Association; and (b) there shall not be any requirement for meetings or written votes, consents or approvals in connection with any action taken, decision made or consent or approval given or refused by Declarant.

Section 3.4 Adoption of Bylaws, Etc. The Association shall have the right to adopt bylaws, rules and regulations and others procedures from time to time (including amendments thereto) relating to the conduct of the business of the Association, including the scheduling and conduct of meetings, the election of directors and officers, the creation and operation of committees and the appointment of members thereof, and the imposition of Assessments and a schedule of fines relating to violations of this Declaration or of any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration.

ARTICLE 4

ASSESSMENTS

Section 4.1 Assessments in General. The Association shall have the right to impose assessments against Land Owners and Lots for Common Expenses and Individual Assessments, and the applicable Lot Owners shall be pay the same as provided in this Declaration.

Section 4.2 Common Assessments. The Association may impose Common Assessments from time to time as Common Expenses shall be incurred or as the Association may budget for future Common Expenses. The Association may require payment of Common Assessments based on budgeted Common Expenses on a monthly, quarterly or other periodic basis. Common Assessments shall be allocated to each Lot and its Lot Owner by dividing the Common Expenses in question by the total number of Lots. Each Lot Owner with respect to a

Lot shall be jointly and severally liable to pay all Common Assessments with respect to such Lot, whether imposed before or after such Person shall have become such Lot Owner. The Association shall make available to Lot Owners the information pertaining to Common Expenses, including any budget pertaining thereto.

Section 4.3 Individual Assessments. The Association may impose Individual Assessments from time to time against each Lot Owner liable therefor. Each Lot Owner with respect to a Lot shall be jointly and severally liable to pay any Individual Assessments with respect to such Lot Owner's Lot, whether imposed before or after such Person shall have become such Lot Owner. The Association shall make available to each Lot Owner liable therefor the information pertaining to such Individual Assessment.

Section 4.4 Payment of Assessments. All Assessments shall be payable within thirty (30) days after the date of notice of such Assessment or, in the case of periodic Common Assessments for budgeted Common Expenses, within thirty (30) days after the end of the period to which such Common Assessment shall apply. If any Assessment shall not be paid when due and payable as aforesaid, then (a) the Association shall have the right to impose a late payment charge of up to Fifty Dollars (\$50.00), and (b) the unpaid amount of such Assessment shall bear interest at a rate equal to the lesser of (i) three percent (3%) in excess of the rate per annum published from time to time by the Wall Street Journal (or such other publication as the association may reasonably designate) as the "prime rate" or similar rate, or (ii) the highest rate permitted by law. Except as otherwise provided in this Declaration, Assessments against a Lot, including all interest thereon and other costs payable in connection therewith, shall be the personal obligation, jointly and severally, of each Lot Owner with respect to such Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Lot Owner liable therefor and is not subject to set-off, abatement, recoupment or other reduction for any reason, including any failure of the Association or any officer or committee thereof to comply with any of the terms of this Declaration or any other act or omission of the Association or any such officer or committee.

Section 4.5 Liens for Assessments. An Assessment against a Lot, including all interest thereon and other costs payable in connection therewith, shall be a lien against such Lot, effective as of the date that such Assessment shall have been adopted by the Association or, in the case of a periodic Common Assessment for budgeted Common Expenses, the beginning of the period to which such Assessment shall apply. The Association shall have the right, in the name of each Lot Owner of the Lot in question or otherwise (such power and authority being coupled with an interest), to record or file a notice of the lien of such Assessment in the Real Estate Records. The lien of any Assessment shall be prior and superior to all other rights, liens and encumbrances arising after the effective date of such Assessment, whether or not the Association shall have elected to record or file a notice of the lien of such Assessment as aforesaid. Notwithstanding the foregoing, however, the lien of an Assessment shall in all events be subordinate to the lien of a Mortgage against the Lot in question if; (a) such Mortgage shall have been granted in good faith and for value in favor of an institutional Mortgagee and shall constitute a first lien Mortgage against the Lot in question; (b) a certificate of the Association as provided in Section of this Declaration, dated not earlier than sixty (60) days prior to such recordation of such Mortgage, shall have been delivered to the holder of such Mortgage, and such Certificate shall not refer to such Assessment; and (c) such Mortgage shall have been

recorded in the Real Estate Records prior to the recordation or other filing of the notice of the lien of such Assessment as herein provided. The Lot subject to the lien of any such Assessment may be sold in any proceeding applicable to the foreclosure of mortgages or to the sale of property subject to the lien of a judgment for the payment of money.

ARTICLE 5

DESIGN STANDARDS

Section 5.1 Construction. In connection with the construction of a Residential Structure and any other development of a Lot, each Lot Owner shall be required to comply with a landscape plan approved by the Municipality for the Lot, which shall require, *inter alia*, (a) the planting of at least four (4) trees of a type approved by the Municipality (with a minimum height of eight (8) feet for evergreen trees and a minimum caliper of three (3) inches for deciduous trees) around the front, side and rear yard areas of the Lots in accordance with Exhibit B attached hereto (unless such Lot Owner shall make alternative arrangements approved by the Municipality), and (b) the planting of other landscaping and ground cover on such Lot having a minimum cost to the Lot Owner of Ten Thousand Dollars (\$10,000). Such minimum cost (y) shall not include the costs of any seeding, sodding or other work with respect to areas disturbed by development or construction, and (z) shall be expended within six (6) months after the end of the first growing season after the completion of the Residential Structure on such Lot. In addition to all other requirements, each Lot Owner shall be required to comply with all other governmental requirements applicable to the development of such Lot.

Section 5.2 No Improvements shall be erected, located or altered upon any Lot unless the same shall comply with all of the following requirements of this Section:

(a) A Lot shall not contain any structures other than (i) a building designed for use solely as detached single-family residential building (a "Residential Structure") and (ii) detached structures and typical residential recreational facilities, such as tennis courts, swing sets and swimming pools, complying with all legal requirements and located solely in the rear yard of such Lot.

(b) Each Lot Owner, at such Lot Owner's expense, shall be required to install and maintain adequate storm water detention facilities on such Lot Owner's Lot, in accordance with all governmental requirements applicable to the development of such Lot. It is understood, that such facilities will not be connected to other storm water facilities within the Property.

(c) All Residential Structures shall front on Silver Pines Drive and shall have a minimum square footage of interior finished floor space (in all events exclusive of attics, breezeways, porches, patios and garages), above street grade, of (i) with respect to a ranch Residential Structure, two thousand eight hundred (2,800) square feet, and (ii) with respect to any other Residential Structure, three thousand eight hundred (3,800) square feet.

(d) The minimum setbacks of Residential Structures shall comply with the setback requirements of the Municipality and other restrictions and requirements, if any, recorded in the Real Estate Records, none of which and shall be subject to variance.

(e) All roofing must be constructed of material of a quality equal to or better than two hundred eighty (280) pound asphalt textured shingles or other rigid material approved by the Architectural Control Committee, in each case with a manufacturer's useful life of at least thirty (30) years.

(f) All walls and dormers of all Residential Structure and other Improvements containing walls (excluding foundations, doors, windows and the frames therefor) shall consist of exterior wall materials consisting of brick, stone, masonry or wood. The exterior of all foundations of all Residential Structures and other Improvement shall be covered with brick or stone to grade, and no block or concrete wall material shall be exposed.

(g) No Improvements shall consist of pre-fabricated or modular construction.

(h) Each Residential Structure on a Lot shall have an attached or integral garage containing space for a minimum of three (3) standard size licensed motor vehicles. No vehicle doors of such garage shall front upon the street on which such Lot is located, provided that the Architectural Control Committee, in its sole discretion, may permit such vehicle doors to be in front of the house, subject to such conditions and requirements as the Architectural Control Committee may elect to impose.

(i) No vehicles shall be parked on any Lot other than within paved parking areas and driveways on the Lot, and no such parking areas and driveways on a Lot shall be located within any side yards applicable to principles structures required by the Municipality. All driveways shall be constructed of concrete, asphalt or other material approved by the Architectural Control Committee, and the specifications therefor (including thicknesses thereof) shall be subject to the approval of the Architectural Control Committee.

(j) All exterior walls and fences shall comply with all legal requirements and shall be subject to the approval of the Architectural Control Committee.

(k) No solar collector or any other device or equipment designed for the production of energy for heating or cooling or any other purpose shall be visible from any Lot or street, sidewalk or pathway within the Property shall be permitted without approval of the Association.

(l) Each Residential Structure shall have a minimum of two (2) exterior post lights located at the front of the Residential Structure and operated by electric eye or timer from dusk to dawn. All lights for swimming pools, tennis courts and other improvements shall be signed in order to minimize the illumination of any portion of any other Lot and to avoid glare or an otherwise unreasonable level of light lighting visible from another Lot, all as determined by the Association.

(m) In addition to the specific design criteria set forth in this Declaration, all Improvements shall be designed, constructed, screened and located in such manner as to be consistent with a high quality residential estate lot development, as determined by the Association or Architectural Control Committee, as applicable. All landscaping to be planted on a Lot shall also be consistent with the foregoing standard, as determined by the Association or Architectural Control Committee, as applicable. The Association and the Architectural Control

Committee shall be required to exercise good faith and reasonable judgment in the application of such standards.

ARTICLE 6

ARCHITECTURAL CONTROL COMMITTEE

Section 6.1 Members of Architectural Control Committee. Except as otherwise provided in Section 6.2 of this Declaration, the Architectural Control Committee shall consist of three (3) or more Lot Owners appointed from time to time by the Association. If at any time there shall be fewer than three (3) members of the Architectural Control Committee, then, except as otherwise provided in Section 6.2 of this Declaration, any power and authority otherwise allocated to the Architectural Control Committee shall be exercised by the Association. Any member of the Architectural Control Committee may be removed by the Association at any time with or without cause.

Section 6.2 Declarant Control Period. Notwithstanding the foregoing, during the Declarant Control Period, Declarant shall have the sole right, in Declarant's good faith discretion, to take all actions, make all decisions and grant or refuse all consents and approvals on behalf of the Architectural Control Committee.

Section 6.3 Function of Architectural Control Committee. The sole purposes of the Architectural Control Committee shall be (a) to review plans and specifications pertaining to any proposed Improvements for compliance with the requirements of this Declaration; (b) to communicate with Lot Owners regarding such plans and specifications, subject to the limitations set forth in Section 6.4 of this Declaration; and (c) to perform such other functions as may be assigned by the Association to the Architectural Control Committee from time to time. Except as otherwise expressly provided in this Declaration, in no event shall the Architectural Control Committee have any authority to vary or permit any exceptions to the requirements of this Declaration. All plans and specifications for any Improvements on a Lot (other than common facilities being constructed by Declarant) shall be submitted to the Architectural Control Committee prior to the commencement of construction or installation thereof. Such plans and specifications shall be in sufficient detail in order to allow the Architectural Control Committee to determine whether such proposed Improvements shall comply with the requirements of this Declaration.

Section 6.4 Certificates of Architectural Control Committee. The Architectural Control Committee, after written request of a Lot Owner, shall furnish to any Lot Owner a certificate signed by the chairman or, if unavailable, another member of the Architectural Control Committee, identifying the extent to which any plans or specifications presented to the Architectural Control Committee comply or fail to comply with the requirements of this Declaration. Subject to the limitations set forth in this Section, such certificate shall be conclusive evidence for the benefit of the Lot Owner submitting such plans or specifications and such Lot Owner's Mortgagee as to the extent to which the proposed plans and specifications submitted to the Architectural Control Committee comply with the requirements of this Declaration, except to the extent that the Person otherwise entitled to the benefit of such certificate shall be aware of such non-compliance. No communication on behalf of the

Architectural Control Committee other than such executed certificate shall be binding on the Architectural Control Committee or the Association, and no Lot Owner or other Person shall be entitled to rely on any such other communication. No statement, opinion, conclusion or assurance contained in any such certificate shall be deemed to approve any feature of any proposed Improvements whose details shall not have been sufficiently and clearly set forth in such plans and specifications in order to allow the members of the Architectural Control Committee to determine compliance with the specific requirements of this Declaration by means of their reasonable review of such plans and specifications without professional assistance. The Association may impose limitations on the frequency of such certificates and to require the advance payment of a processing fee for the issuance of such certificate, the amount of such fee to be established by the Association from time to time. The Architectural Control Committee shall have no power or authority not expressly set forth in this Declaration unless the Association shall otherwise elect. Any Lot Owner who shall dispute with any of the conclusions of the Architectural Control Committee shall have the right to submit such question to the Association, whose decision shall supersede such conclusions of the Architectural Control Committee to the extent inconsistent therewith.

ARTICLE 7

REPURCHASE RIGHT

Section 7.1 Repurchase Right. Unless a Lot Owner shall have obtained a building permit for the construction of a Residential Structure in compliance with the requirements of this Declaration and shall have commenced the installation of the foundation of such Residential Structure (as opposed to mere excavation) on such Lot Owner's Lot (the "Repurchase Condition") on or before the first (1st) anniversary of the recordation of the deed in the Real Estate Records from Declarant to the Lot Owner purchasing the same from Declarant, then at any time thereafter, Declarant or its designee shall have the right, by notice to such Lot Owner, to repurchase such Lot at a price equal to seventy-five percent (75%) of the purchase price paid to Declarant as part of Declarant's original sale of such Lot; provided that, if the Repurchase Condition shall have been fulfilled prior to any such notice of election by Declarant, then such election by Declarant shall automatically be revoked.

Section 7.2 Other Terms of Repurchase. If Declarant shall have elected to repurchase a Lot pursuant to Section 7.1 of this Declaration, then the following terms shall apply to such repurchase:

- (a) The closing shall occur within ninety (90) days after such notice of election by Declarant and shall be conducted in the office of a title insurance company or its agent in Pittsburgh, Pennsylvania;
- (b) Such Lot Owner shall convey such Lot to Declarant or its assignee or designee by deed of special warranty, free and clear of all liens, claims and encumbrances other than those existing during Declarant's prior ownership of such Lot;
- (c) All transfer taxes associated with such repurchase shall be borne by the seller; and

(d) Real estate taxes and assessments shall be prorated between seller and buyer in accordance with local custom.

ARTICLE 8

REPAIR AND MAINTENANCE

Section 8.1 Lot Owners' General Responsibilities. Each Lot Owner shall maintain such Lot Owner's Lot and the Residential Structure and all driveways and other Improvements thereon in neat, clean, orderly and trimmed appearance, condition and repair and in all events in compliance with all applicable laws, regulations, ordinances codes and governmental orders and consistent with the standards of a luxury estate plan of residential homes. The Association, by the adoption or amendment of rules and regulations and the delivery of a copy thereof to the Lot Owners, shall have the right to impose more explicit and reasonable standards of appearance, condition, maintenance and repair consistent with the foregoing more general standards.

Section 8.2 Lot Owners' Additional Responsibilities. Prior to and during the construction of any Improvements on a Lot, the Lot Owner with respect to such Lot shall keep and maintain such Lot in as neat, clean, orderly and trimmed appearance as reasonably feasible given such construction activity and shall cause such Lot to be free of weeds and other growth to be cut. Each Lot Owner shall at all times prevent accumulations of rubbish and debris on the Lot, including periods of construction. All debris shall be placed in container during construction, and removed promptly. No construction trailers shall be allowed on any Lot.

Section 8.3 Restoration After Casualty. If any Improvements on a Lot shall be damaged or destroyed by fire, windstorm or other cause, the Lot Owner with respect to such Lot shall either promptly repair and restore such Improvements (with such alterations that may be approved in accordance with the requirements of this Declaration) or promptly demolish the Improvements on such Lot and remove all debris and restore such Lot to a neat, clean, orderly and trimmed appearance.

Section 8.4 Common Area. Nothing in this Declaration shall be construed to impose on any Lot Owner any obligation pertaining to any Common Area within the Lot of such Lot Owner.

ARTICLE 9

COMMON AREA

Section 9.1 Use of Common Area. The Common Area shall be for the common benefit of the Lot Owners and their respective Lot Owner Invitees, subject to reasonable regulation by the Association and in accordance with procedures it may adopt. The various portions of the Common Area shall be used only for the purposes for which they are designed, it being understood that the designation of any portion of a Lot of a Lot Owner as a part of the Common Area shall not entitle any other Lot Owner or such other Lot Owner to the occupancy thereof, it being understood that the Association shall have access thereto to the extent reasonably appropriate to the operation, maintenance, repair and replacement thereof.

Section 9.2 Association's Responsibilities. The Association shall be exclusively responsible for the management and control of the Common Area, and shall keep the Common Area in good, clean, trimmed, attractive, and sanitary condition, order, operation and repair, and shall be responsible for the removal of snow and ice from all vehicular rights of way. The Association shall indemnify and hold each Lot Owner and former Lot Owner harmless from and against all liability, loss, damages, costs and expenses incurred to the extent arising from the condition of the Common Area, any event that occurs within the Common Area, or the failure of the Association to comply with this Section, or claims of the foregoing, provided however that the Association shall not have liability to a Lot Owner or former Lot Owner under this Section for any such liability, loss, damages, costs or expenses to the extent the same shall result from the acts or omissions of such Lot Owner or former Lot Owner.

ARTICLE 10

RESTRICTIONS

Section 10.1 Subdivision of Lots. No Lot shall be subdivided without the prior written approval of the Association.

Section 10.2 Lot Size. In no event shall any Lot consist of less than three (3) acres in size

Section 10.3 Tree Removal. No trees shall be removed from any Lot if such removal would violate any municipal ordinance or other governmental requirement applicable to the Property.

Section 10.4 Single Family Use. The Lots shall be used solely for the purpose of single family residences and customary ancillary uses; provided that, subject to applicable legal requirements, a home office shall be permitted within a Residential Structure so long as (a) such office shall be limited to an area of four hundred (400) square feet of floor space within the Residential Structure, (b) the existence or location of such office is not advertised in any form, and (c) no Improvements installed for such purpose (other than Improvements of a type customarily found in a Residential Structure of such quality and character) shall be visible from the exterior of the Residential Structure.

Section 10.5 Nuisance Uses. The following uses and activities shall be considered nuisances and shall not be permitted within the Property:

- (a) Animals other than customary domesticated household pets kept exclusively indoors other than for temporary periods for exercise, recreational and sanitary purposes;
- (b) Outdoor kennels, pens, runs and similar outdoor facilities for keeping animals;

(c) Signs of any type, except signs advertising the sale of a Lots and any Improvements thereon, provided that the Association shall have the right to install and maintain traffic control and directional signs;

(d) Outdoor tanks for storage of fuel (other than tanks customarily associated with outdoor residential patio grills), water or other liquids;

(e) Outdoor receptacles for ashes, garbage or refuse;

(f) Burning of garbage, refuse, brush or leaves;

(g) Parking or storage of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles or other recreational devices or vehicles unless placed wholly within an enclosed garage;

(h) Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communications transmitting or receiving devices of any type; provided that devices not to exceed eighteen (18) inches on any side or in diameter shall be permitted other than in the front yard of any Residential Structure;

(i) On-site exploration, mining, drilling or other extraction of coal, sand, gravel, oil, gas or other minerals;

(j) Outdoor clotheslines;

(k) Uncovered metal chimneys;

(l) Vegetable gardens, unless located in the rear yard of a Lot and not in any side yard and encompassing an area not exceeding four hundred (400) square feet, with no side of a length more than twenty (20) feet (or of a larger size otherwise approved by the Lot owners of all Lots adjoining such Lot);

(m) Operation of snowmobiles, motorcycles, all-terrain vehicles or other motorized or alternately powered recreational vehicles, except such vehicles that are duly licensed to operate on public streets;

(n) Windmills;

(o) Airborne vehicles of any type;

(p) Above-ground swimming pools;

(q) Discharge of firearms (the term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size); and

(r) Window air conditioning units.

ARTICLE 11

INSURANCE

Section 11.1 Coverage. The Association shall have the authority to obtain, and shall obtain, the following insurance to the extent available on commercially reasonable terms:

(a) fire insurance with extended or all risk coverage for all insurable improvements within the Common Area. Such insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard, subject to such commercially reasonable deductible amount as may be elected by the Association from time to time;

(b) public liability and property damage insurance covering the Common Area, in such amount as the Association may elect, in its reasonable discretion, from time to time; and

(c) such other insurance as the Association may elect, in its reasonable discretion, from time to time, including contractual liability insurance pertaining to the indemnification obligations of the Association pursuant to Article 12 of this Declaration.

Section 11.2 Additional Insurance Terms. All insurance maintained by the Association shall comply with the following requirements to the extent available on commercially reasonable terms:

(a) Such insurance shall be written with an insurance company that shall be licensed to issue such insurance in the Commonwealth of Pennsylvania;

(b) Such insurance shall name the Association as named insured and the Lot Owners as additional insureds;

(c) Such insurance shall be separate from and not contributory with insurance purchased by any Lot Owners or other Persons; and

(d) Such insurance shall comply with the provisions of Section 11.4 of this Declaration.

Section 11.3 Adjustment of Losses. The Association shall have the exclusive authority to adjust losses under insurance policies maintained by the Association on account of damage to the Common Area and to receive insurance proceeds on account of damage thereto.

Section 11.4 Waiver of Liability and Subrogation. In addition to all other waivers of liability contained in this Lease, each Lot Owner and the Association hereby releases each other from any loss or damage to the real or personal property of such person located anywhere within the Property, arising out of or incident to the occurrence of any of the perils covered by their respective casualty insurance policies or arising out of perils required to be covered by insurance pursuant to the terms of this Lease. Any insurance policy of the Association or a Lot Owner shall expressly permit such a release or contain a waiver of any rights of such insurer against such other Persons.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 12.1 Perpetual Existence. The covenants, restrictions and other terms of this Declaration shall perpetual.

Section 12.2 Association Certificates. The Association, upon written request of a Lot Owner, shall furnish to any Lot Owner a certificate signed by an officer or other agent of the Association (such Agent to be identified from time to time by the Association in a notice) and addressed to any proposed Mortgagee or purchaser of such Lot Owner's Lot, setting forth (a) whether there shall then be any unpaid Assessments or any liens for any Assessments against the Lot of such Lot Owner, and (b) whether, to the knowledge of the Association, there are any then current violations of the terms of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Such certificate shall be conclusive evidence in favor of any such addressee as to the information set forth in such certificate (provided such address shall not have contrary knowledge), but any statement in any such certificate shall not serve to excuse, waive or defer the obligation of any Lot Owner to pay such Assessment or any interest or other costs related thereto or otherwise estop the Association from having the right to enforce any requirement of this Declaration, including any Assessment and any interest and other costs related thereto (provided that (a) neither a Lot Owner who shall have purchased such Lot in good faith and reasonable reliance upon such certificate (dated not earlier than 60 days prior to the date of recordation of the deed to such Lot Owner with respect to such Lot) nor such Lot Owner's successors or assigns as such shall be liable for any Assessment not recorded or filed in the Real Estate Records as of the date of such recordation of such deed, and (b) any Lot referred to in clause (b) above shall not thereafter be subject to the lien of such Assessment). The Association may impose limitations on the frequency of such certificates and to require the advance payment of a processing fee for the issuance of such certificate, the amount of such fee to be established by the Association from time to time.

Section 12.3 Indemnification. The Association shall indemnify every officer, director and member of a committee of the Association (including the Architectural Control Committee) against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Association) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officers, directors and committee members free and harmless against any and all liability to others on account of any such contract or commitment. Notwithstanding anything in this Declaration to the contrary, no Lot Owner shall have any personal liability for any Common Assessment based on any indemnification obligation set forth in this Section.

Section 12.4 Enforcement. The Association and each Lot Owner shall have the authority to enforce all provisions of this Declaration and any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Such enforcement may include, *inter alia*, entry onto Lots (upon twenty-four (24) hours prior notice or no notice in the case of an actual or perceived emergency) as reasonably necessary or appropriate in connection with actions to correct any violations of this Declaration any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Any costs reasonably incurred by the Association or the Lot Owner in connection with the enforcement of this Declaration or any such bylaws or rules and regulations as a result of any violation of any of the terms thereof (including reasonable attorneys' fees and costs), whether or not such enforcement shall involve legal proceedings, shall be paid by the Lot Owner who shall have violated such terms. Each Lot Owner, by acquiring a Lot, acknowledges the importance of compliance with the requirements of this Declaration and any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration, and the inadequacy of damages as a remedy for a violation of the terms of this Declaration. The Association and its designees shall have the right, but not the obligation, to enter onto any Lot in the event of any reasonably perceived emergency, security or safety concern and in connection with any actions toward the elimination or reduction of any condition in violation of the terms of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable prior notice to a Lot Owner with respect to the applicable Lot. Accordingly, all covenants and restrictions contained in this Declaration or in any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration shall be specifically enforceable by the Association or any Lot Owner, and the Association shall have the right to impose reasonable fines for the violation of the terms of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration.

Section 12.5 Transfer of Declarant's Rights. Declarant may transfer the rights of Declarant under this Declaration applicable during the Declarant Control Period to any Person who shall purchase all then remaining Lots owned by Declarant.

Section 12.6 Amendment of Declaration. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Lot Owners representing at least seventy-five percent (75%) of the Lots; provided that (a) any amendment that shall have a materially adverse effect on a Lot Owner or shall discriminate in any material manner against a Lot Owner shall require the consent of such Lot Owner, and (b) no such amendment shall affect Declarant's repurchase rights as set forth in Article 7 of this Declaration. Any amendment of this Declaration shall be effective at such time as the same shall have been recorded in the Real Estate Records.

Section 12.7 Lot Owner Invitees. Each Lot Owner shall correct any non-compliance caused by a Lot Owner Invitee of such Lot Owner with any of the terms of this Declaration or any bylaws or rules and regulations from time to time adopted by the Association in connection with this Declaration. Except as provided in the preceding sentence, nothing in this Declaration shall be construed to create or limit any vicarious liability of Lot Owner for the acts or omissions of any other Person.

Section 12.8 Limitation of Liability. Neither the Association nor any committee thereof, including the Architectural Control Committee, nor any Lot Owner, including Declarant during the Declarant Control Period and thereafter, shall have any liability for damages by reason of any undertakings, acts, omissions or decisions of the Association or any committee thereof, including the Architectural Control Committee, except in the case of willful and malicious or reckless misconduct on the part of the Lot Owner to be so liable.

Section 12.9 Covenants Running with Land. The terms of this Declaration, including Declarant's right to repurchase Lots as herein provided, shall be binding upon the Lot Owners and their respective successors and assigns and shall be covenants and equitable servitudes running with the land.

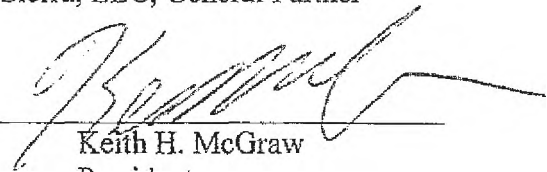
Section 12.10 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date above written.

SIERRA PINE ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: Pine Sierra, LLC, General Partner

By: _____


Keith H. McGraw
President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

On this, the 9th day of January, 2013, before me, a Notary Public, personally appeared Keith H. McGraw, who acknowledged himself to be the President of Pine Sierra, LLC, a Pennsylvania limited liability company and the general partner in SIERRA PINE ASSOCIATES, L.P., a Pennsylvania limited partnership, and that such person, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of such limited liability company as such general partner of such limited partnership.

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

Heather L. Sellers

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL HEATHER L. SELLERS, NOTARY PUBLIC BOROUGH OF SEWICKLEY, ALLEGHENY COUNTY MY COMMISSION EXPIRES NOV. 29, 2016	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL HEATHER L. SELLERS, NOTARY PUBLIC BOROUGH OF SEWICKLEY, ALLEGHENY COUNTY MY COMMISSION EXPIRES NOV. 29, 2016
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EXHIBIT A

Site Plan

[See attached]

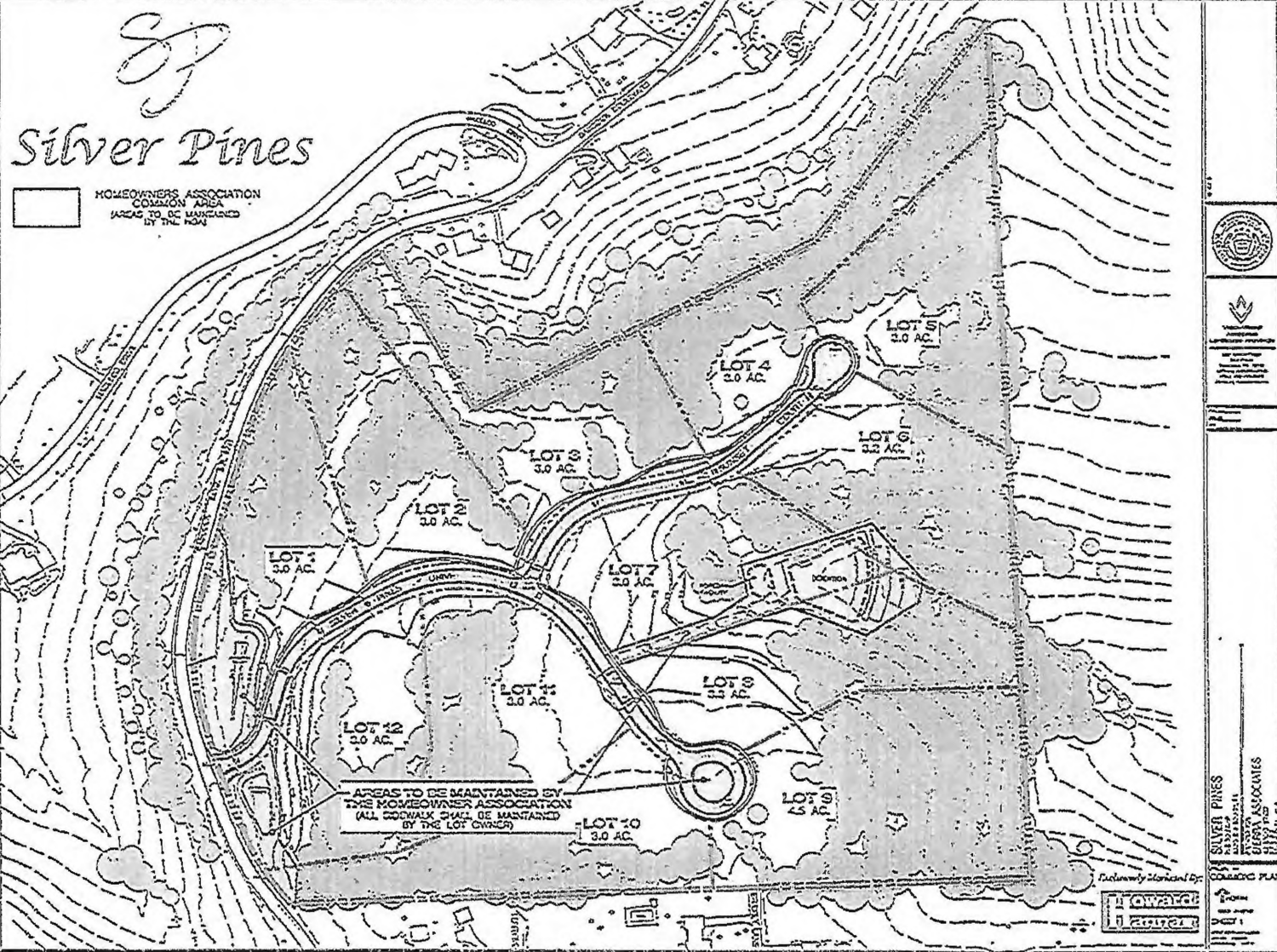




EXHIBIT B

Tree Plan

[See attached]

EXHIBIT B

Form of Hold Harmless / Use and Maintenance Agreement

HOLD HARMLESS / USE AND MAINTENANCE AGREEMENT

This HOLD HARMLESS / USE AND MAINTENANCE AGREEMENT (hereafter referred to as the "Agreement") is made effective on February 2, 2013, by and between Patrick D. and Sally B. Haughey (hereinafter referred to as "Patrick D. and Sally B. Haughey") of Lot #12 Silver Pines Drive, Gibsonia, Pennsylvania 15044.

A
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D

Sierra Pine Associates, L.P., a Pennsylvania Limited Partnership (hereinafter referred to as "Sierra Pine"), Patrick D. and Sally B. Haughey and Sierra Pine Associates, L.P. are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Patrick D. and Sally B. Haughey desire to purchase Lot #12 located on Silver Pines Drive, Gibsonia, Pennsylvania 15044;

WHEREAS, Sierra Pine currently owns Lot #12 and desires to sell said property to Patrick D. and Sally B. Haughey;

WHEREAS, pursuant to a Declaration of Covenants, Conditions and Restrictions, as amended (the "Declaration"), a portion of Lot #12 is designated as a part of the "Common Area" as therein provided;

WHEREAS, the Association referred to in the Declaration (the "Association") has certain obligations with respect to the Common Area under the Declaration;

WHEREAS, in order to induce Patrick D. and Sally B. Haughey to purchase Lot #12, Sierra Pine has agreed to hold harmless Patrick D. and Sally B. Haughey from certain matters to the extent herein provided.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Patrick D. and Sally B. Haughey and Sierra Pine hereby agree as follows:

- 1. Hold Harmless.** Subject to the limitations set forth in this Agreement, Sierra Pine shall defend, indemnify, and hold harmless Patrick D. and Sally B. Haughey from any and all claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions,

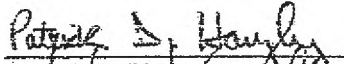
negligence, or willful misconduct of Sierra Pine and/or the Association, or their respective personnel, employees, agents, contractors, members, assigns or volunteers proximately caused by Sierra Pine's and/or the Association's maintenance or use of the portion of the Common Area within the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorney's fees, and related costs or expenses. This provision is not meant to restrict or reduce the rights afforded to Patrick D. and Sally B. Haughey as set forth in any indemnification or hold harmless provisions contained in the Declaration. This Agreement (a) shall not apply to any claim, demand, cause of action, liability, loss, damage or injury (to property or persons, including without limitation wrongful death) (i) that is covered in whole or in part by any liability insurance maintained by the Association that shall name Patrick D. and Sally B. Haughey as additional insureds, or (ii) that shall be based in material part on any material act or omission of Patrick D. and/or Sally B. Haughey; (b) shall apply only to claims, demands, causes of action, liability, loss, damage and/or injury based solely on events occurring prior to the end of the Declarant Control Period (as defined in the Declaration); (c) shall not limit any liability of Patrick D. and/or Sally B. Haughey under the Declaration; and (d) shall also be for the benefit of any successive owner of Lot #12 prior to the end of the Declarant Control Period but shall not otherwise be an equitable servitude or covenant running with the land.

2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.
4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Parties any contractual right by custom, estoppel, or otherwise.
5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which the Party is entitled.
6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters; provided that nothing herein shall be construed to waive any of the terms of the Declaration or the Purchase and Sale Agreement between the Parties with respect to the Property.
7. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be

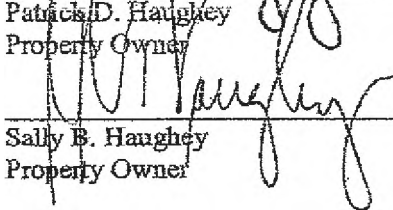
deemed to be written, construed, and enforced as so limited.

8. **Applicable Law.** This Agreement shall be governed by the laws of Pennsylvania.
9. **Binding.** The terms of this Agreement shall run with the land and shall be binding on the parties' successors and assigns.

PATRICK D. AND SALLY B. HAUGHEY



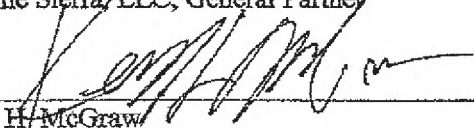
Patrick D. Haughey
Property Owner



Sally B. Haughey
Property Owner

SIERRA PINE ASSOCIATES, L.P., a Pennsylvania Limited Partnership

By: Pine Sierra, LLC, General Partner

By: 

Keith H. McGraw
Sole Member