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

DECLARATION OF PLANNED COMMUNITY
FOR
VISTA RIDGE ESTATES

MAIL TO:
SPRING & SCHOOL:
339 HAYMAKER RD.
SUITE 1101, PAPA WAT BLDG.
HOLYPOWILLE, PA. 15146

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VISTA RIDGE ESTATES

DECLARATION OF PLANNED COMMUNITY

VISTA RIDGE ESTATES, L.P., a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046 ("Declarant") hereby makes this Declaration of Planned Community ("Declaration").

PREAMBLE

WHEREAS, Declarant is the owner of real property located in Adams Township, Butler County, Pennsylvania, shown in the Vista Ridge Plan, which is recorded at Plan Book Volume 331, Pages 21-23, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and

WHEREAS, Declarant desires to create a planned community to be known as "**Vista Ridge Estates**" (the "Planned Community"). The Planned Community will consist of Lot Nos. 101 through 158, Open Space Parcels "A", "B", "C" and "D", the fifty foot (50') rights of way designated as Vista Lane and Pinnacle Court, as shown on the Plan, and shall include all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon, excluding coal, oil, gas, methane and all mineral rights;

WHEREAS, it is presently contemplated that fifty-eight (58) of the Lots will be developed for single family housing; that Declarant will construct dwellings on twenty-nine (29) Lots within the Planned Community; and that an Approved Builder(s), as defined below, will construct dwellings on twenty-nine (29) Lots within the Planned Community;

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 of 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 defined below, and Adams Township, Butler County, Pennsylvania.

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. ("Act").

ARTICLE II
DEFINITIONS

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

2.1 "Additional Real Estate" shall mean real estate that may be added to the Planned Community, but not including Phase 1.

2.2 "Approved Builder" shall mean any person or entity improving the Planned Community, only as set forth in Section 8.2 of this Declaration or subsequent amendments to this Declaration.

2.3 "Association" shall mean the **Vista Ridge Estates Homeowners' Association**, an unincorporated association, formed for the purposes of, but not limited to, ownership and operation of the Common Elements of the Planned Community.

2.4 "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."

2.5 "Common Expenses" shall mean as defined herein and in the Act.

2.6 "Common Facilities" shall mean as defined herein and in the Act.

2.7 "Declarant" shall mean **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, and its heirs, successors and assigns. The term "Declarant" does not include any other parties or entities, unless Special Declarant Rights are transferred through a signed and recorded instrument pursuant to the requirements of § 5304 of the Act. The term Declarant shall not include any Approved Builder(s).

2.8 "Declaration" shall mean this Declaration of Planned Community for Vista Ridge Estates, the Planned Community.

2.9 "Lot" shall mean each of the fifty-eight (58) lots intended for individual separate ownership on which dwellings are to be constructed (also referred to as "Lots"), which may be added to the Planned Community in accordance with the terms hereof. Lots are also placed into the following categories as shown on the Plan:

- (a) "Suburban Lot" shall mean a Lot which conforms to the following:
 - (i) Minimum lot size of 1/2 acre (21,780 sq. ft.);
 - (ii) Minimum lot width of 90 feet at front setback line;
 - (iii) Minimum front yard setback of 50 feet on existing roads and 30 feet on roads created within the Plan;
 - (iv) Minimum side yard setback of 30 feet for each side combined, 5 foot minimum on one side (either side), and minimum of 30 feet of building separation;
 - (v) Minimum rear yard setback of 40 feet for principal buildings and 10 feet for accessory buildings; and
 - (vi) Maximum building height of 35 feet.

- (b) "Neighborhood Lot" shall mean a Lot which conforms to the following:
 - (i) Minimum lot size of 1/4 acre (10,980 sq. ft.);
 - (ii) Minimum lot width of 75 feet at front setback line;
 - (iii) Minimum front yard setback of 25 feet;
 - (iv) Minimum side yard setback of 25 feet for each side combined, 5 foot minimum on one side (either side), and minimum of 25 feet of building separation;
 - (v) Minimum rear yard setback of 30 feet for principal buildings and 10 feet for accessory buildings; and
 - (vi) Maximum building height of 35 feet.

- (c) "Traditional Lot" shall mean a Lot which conforms to the following:
 - (i) Minimum lot size of 1/5 acre (8,712 sq. ft.);
 - (ii) Minimum lot width of 80 feet at front setback line;
 - (iii) Minimum front yard setback of 20 feet;
 - (iv) Minimum side yard setback of 20 feet for each side combined, 5 foot minimum on one side (either side), and minimum of 20 feet of building separation;
 - (v) Minimum rear yard setback of 30 feet for principal buildings and 10 feet for accessory buildings; and
 - (vi) Maximum building height of 35 feet.

2.10 "Management Company" shall mean and refer to any third party management company which the Declarant or Executive Board may elect to employ to act in its behalf in the performance of all duties other than policy-making duties, acquiring property, opening bank accounts and borrowing money.

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

2.12 "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.

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

2.14 "Owner" shall mean and refer to **Declarant or such other person(s)** or entity(ies) which holds title to one or more Lots in the Planned Community. The term does not include a person(s) or entity(ies) having an interest in a Lot solely as security for an obligation.

2.15 "Phase 1" shall mean Lots 101 through 106 and Lots 151 through 158.

2.16 "The Planned Community" shall mean and refer to Lot Nos. 101 through 158 and the Common Elements of Vista Ridge Estates as shown on the Plan.

2.17 "Plan" shall mean and refer to the Vista Ridge Plan, which Plan is recorded at Plan Book Volume 331, Pages 21-23, in the Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time.

2.18 "Unit" or "Units" shall mean any one or more of the Lots in the Planned Community. The terms "Unit" and "Lot" are used herein interchangeably.

ARTICLE III **EASEMENTS**

3.1 Attached as **Exhibit "A"** is a copy of the recorded easements, liens, and encumbrances affecting the Property.

3.2 Coal, oil, gas, methane and all mineral rights have either been severed from the surface interest or are reserved to Declarant and are not included in the Planned Community.

3.3 Utility Easements. Declarant hereby reserves an easement over the Planned Community and all Lots and Units created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community. The easements created in this Section 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. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements on Lots.

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. Declarant hereby approves the location of all of the foregoing as required by any Approved Builder in the construction of improvements on Lots.

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 Adams Township, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

3.4 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Lots 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 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected Common Elements and Lots as closely to their original condition as possible. Declarant grants the foregoing easement to correct drainage to any Approved Builder with respect to Lots as required to maintain and correct drainage of surface water on Lots.

3.5 Declarant's Easement for Development of Planned Community. Declarant 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 in 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 any Approved Builder the right to use such easements as necessary for the construction of improvements on the Lots.

3.6 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.

3.7 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements, including Common 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, including Common 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. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements on Lots.

3.8 Easement for Encroachments and Relocation of Boundaries Between Lots. To the extent that any Common Element encroaches on any Lot, a valid easement for the encroachment exists. The Declarant is hereby released from liability for failure to strictly adhere to the Plan. The Declarant 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 is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Units and their dimensions and identifying numbers.

ARTICLE IV **MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY**

4.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Elements as required by the terms hereof.

4.2 Individual Lot Owners Responsibility. Otherwise, the repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner. This shall include the obligation of Owners of Lots on which individual driveways are located to maintain, repair and replace such driveways, including any repair or replacement necessitated by the removal of a driveway or portion thereof for purposes of repair or replacement of utility lines or facilities.

ARTICLE V **THE VISTA RIDGE ESTATES PLANNED** **COMMUNITY HOMEOWNERS' ASSOCIATION**

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind of 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 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 Lot Owners. With respect to the affairs of the Association, the Owner of each Lot shall have one vote.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 11.2(a), 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 and/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, the Bylaws, and the 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 11.2(a), the Members shall elect an Executive Board of at least three (3) members. The Executive Board shall elect 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 (2/3) 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. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after 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 prorata 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 issuance of an occupancy permit for that Lot or occupancy of the improvements contained within such Lot, whichever first occurs. Declarant shall not be assessed on unsold Lots, 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.

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 and shall be due and payable in one or more monthly installments as determined by the Executive Board. Also, the Board may adopt Special Assessments relating to the repair, maintenance and replacement of the Common Elements, which 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. Association shall have a lien against each Lot for any Common Expense and/or Limited 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 5.3(j), 5.3(k) and 5.3(l) 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) without the prior approval of sixty percent (60%) 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. 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 Capital Improvement Fees Collected upon Sale and Resale. Subject to the right of the Executive Board to determine otherwise, the Association shall collect from each Owner of a Lot upon the purchase of a Unit (including the initial sale and resale), at the time of closing, a Capital Improvement Fee in the amount equal to 6 months of Monthly Assessments.

6.8 Association Records. A statement of revenues and expenses for the Association shall be produced. 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 therefore, 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 in 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. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at a rate 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. Initially the interest rate on unpaid assessed amounts shall be 8% percent per annum. 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; (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 set-off 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.

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 percent (100%) 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 and No/100 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) 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.
- (b) 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.
- (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 AND ARCHITECTURAL PROVISIONS

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

8.2 Approval of Building Plans and Builders:

- (a) All building plans for improvements shall be approved in writing by Declarant and Adams Township prior to commencement of any construction activities on a Lot.
- (b) Only builders who have been approved in writing by the Declarant ("Approved Builders") are permitted to construct dwellings make other improvements within the Planned Community.

8.3 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. The development of Suburban, Neighborhood, and Traditional Lots shall be in accordance with 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 Lot Owners.

8.4 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.

8.5 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.

8.6 Mailboxes shall be located in a location and will be of a design as approved by the Declarant and/or the Executive Board and/or the U.S. Postal Service.

8.7 Outside parking areas other than driveways shall not be permitted with the exception of designated areas within public streets. The location of all driveways within the Plan shall be approved by the Declarant. All driveways shall be constructed of concrete (minimum four (4) inches) or other materials as approved by the Declarant.

8.8 No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Plan without the approval of the Executive Board as to size, design, materials and location. The Executive Board reserves the right to prohibit any of the same if, in the opinion of the Executive Board, it would constitute a nuisance to Owners of other Lots within the Plan.

8.9 No solar collector or any other device 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 without approval from the Executive Board.

8.10 No signs of any character shall be erected, posted or displayed on any Lot, except: (i) marketing signs installed by Declarant or an Approved Builder 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; (iv) political signs in accordance with the Rules and Regulations established by the Association; (v) low impact commercial signage as approved by the Declarant and/or the Executive Board and Adams Township.

8.11 No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drainways. 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.

8.12 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.

8.13 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 as to not 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.

8.14 No fences shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant and subsequently the Executive Board. All fences must comply with the current Rules and Regulations as adopted by the Association as well as all applicable Adams Township ordinances.

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 purposes of cleaning, loading or unloading.

8.16 No horses, cattle, swine, goats, poultry or fowl shall be kept on any Lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Management Company, if so employed (or the Declarant and subsequently the Executive Board if no Management Company is employed). No weeds,

underbrush or other unsightly growths shall be permitted to grow or remain upon any lot in the area from the property line abutting any street and extending from said property line a distance of 50 feet from the rear of any structure constructed on the property. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding lots. In the event that any lot owner shall fail or refuse to keep his lot free from weeds, underbrush or refuse piles or other unsightly growths or objects, the Declarant and subsequently the Executive Board may enter upon such lands and remove the same at the expense of the lot owner, which such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the declarant and against such lot for the full amount chargeable to such lot, and such amount shall be due and payable within thirty days after demand is made therefor.

8.17 The Declarant reserves to itself the right during the first seven (7) years of the initial term to prepare and record further covenants and restrictions without 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 Planned Community 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.

8.18. Tree Requirements

(a) All areas along Ridge Road, other than points of egress and ingress, shall be planted to a minimum bufferyard width of 25 feet. Existing trees within the 20 foot preservation easements, of equal or larger diameter breast height size, if properly preserved, will satisfy this requirement.

(b) All residential lots shall be planted with a minimum of three shade trees with a minimum caliper of 2 1/2 inches diameter breast height. Any single family detached lot shall have at least two of the required shade trees located in the front yard, or, in the case of a corner lot, in the front yard or the side yard facing the street. Existing trees, of equal or larger diameter breast height size, if properly preserved, will satisfy this requirement.

(c) Two shade trees with a minimum caliper of 2 1/2 inches diameter breast height, or three ornamental trees or evergreen trees selected from the list in the Adams Township Zoning Ordinance Section 192-53L, shall be planted for each dwelling unit in the development. Within the open space area, existing trees of equal or greater caliper will, if in good health, satisfy this requirement.

(d) Areas with no trees shall be seeded with grass or maintained with ground cover.

ARTICLE IX
ANNEXATION OF ADDITIONAL REAL ESTATE

9.1 Additional Real Estate. The Additional Real Estate shall consist of all or any and all Lots and Open Space Parcels as shown on the Plan that are not included within Phase 1 and may be added to the Planned Community in accordance with the Act and the provisions hereof. With respect to the Additional Real Estate, the Declarant makes the following representations in accordance with the act:

- (a) The Declarant reserves the option to create Lots, Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate.
- (b) The option reserved in subparagraph (a) above will expire seven (7) years after the recording of the Declaration. There are no other circumstances that will terminate this option before the expiration of the time limit.
- (c) The only limitations on the option reserved under subparagraph (a) are the limitations created by or imposed by the Act; otherwise, there are no limitations.
- (d) The interest in the Association appurtenant to each Lot, the relative voting strength in the Association appurtenant to each Lot, and the share of Common Expense assessments appurtenant to each Lot in the Additional Real Estate is based upon a formula of "A" equals 100 divided by "B," with "A" equal to the interest in the Association, relative voting strength and share of Common Expense assessments appurtenant to each Lot and "B" equal to the number of total Lots created both originally and in the Additional Real Estate.
- (e) Any portion of the Additional Real Estate may be added and there are no assurances with respect to order or portions that may be added.
- (f) The maximum number of Lots that may be added within the Additional Real Estate is 117 (three (3) dwelling units per acre).
- (g) All of the Lots within the Additional Real Estate when created will be restricted exclusively to single family use.
- (h) The maximum density of Lots in the Additional Real Estate is three (3) Lots per acre.
- (i) There are no assurances with respect to the compatibility of the Lots created in the Additional Real Estate or with respect to the architectural style, quality of construction, principal materials employed in

construction, or size of Lots that may be created in the Additional Real Estate.

- (j) In the event Lots are created in the Additional Real Estate and added to the Planned Community, the same restrictions affecting the use, occupancy, and alienation of the Lots that apply to the Lots originally created will apply to those Lots created within the Additional Real Estate.
- (k) There are no assurances made with respect to the general description of the other improvements and Limited Common Elements that may be made or created within the Additional Real Estate.
- (l) There are no limitations as to the locations of any buildings or other improvements that may be made within the Additional Real Estate.
- (m) There are no assurances that any of the Limited Common Elements created within the Additional Real Estate will be of the same general types and sizes as those contained within other parts of the Planned Community.
- (n) There are no assurances that the proportion of the Limited Common Elements appurtenant to the Lots created within the Additional Real Estate will be approximately equal to the proportion existing in other parts of the Planned Community. Any assurances made herein will not apply in the event the Additional Real Estate is not added to the Planned Community.

ARTICLE X **GENERAL PROVISIONS**

10.1 Amendments. Prior to the transfer of Declarant control pursuant to the Association, 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 sixty percent (60%) 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 Butler 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 priority 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.

- (a) In General; Warranties. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees shall not be liable for

structural defects pursuant to 68 Pa.C.S. § 5411 within the Planned Community for any Lot , Unit, Common Element, Limited Common Element, or any other feature constructed, modified, altered or improved by or on behalf of any Approved Builder other than Vista Ridge Estates, L.P.

- (b) After Transfer to Association. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees [(i) through (vi) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section]:
- (i) 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 property, 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;
 - (ii) 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;
 - (iii) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property 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.
 - (iv) 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;
 - (v) 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.
 - (vi) Shall not be liable with respect to common facilities and controlled facilities that are developed an Approved Builder other than Vista Ridge Estates, L.P.

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 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.

10.5 Conflicts with Adams Township Ordinances and the Declarant's Agreement. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of Adams Township, the applicable provisions, terms and conditions of the Township Requirements shall prevail for all matters involved in any conflicts.

10.6 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 Butler, Commonwealth of Pennsylvania.

11.2 Control.

- (a) Subject to Section (b) of this Section, for a period of seven (7) 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 percent (75%) of the Lots to Owners other than a Declarant; (ii) two (2) years after a Declarant has ceased to offer Lots for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Lots in additional phases of development was last exercised.
- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots (including Lots created in the Additional Real Estate) to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Members, not less than thirty-three percent (33%) 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, the Declarant shall grant and convey to the Association title to the

Common Elements by special warranty deed for no consideration. 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 Adams Township 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.

ARTICLE XII TERMINATION

12.1. Means of Termination. The Planned Community may be terminated in the following manner:

(a) By Statute. As provided by the Act.

(b) Destruction. In the event there is substantial destruction of all of the Buildings and eighty percent (80%) of the Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one percent (51%) of the votes of the Lots that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Planned Community form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Butler County, Pennsylvania.

(c) General Provisions. The termination of the Planned Community shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Butler County, Pennsylvania. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Lot Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Lot Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Lot Owner following such removal shall be in the same proportion of the fair market value of such Lot Owner's interest to the fair market value of the interest of all Lot Owners determined in accordance with § 5220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Lot Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with § 5220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

(d) Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Lot Owner

or lien holder as if owned in common in which event the net proceeds of sale shall be divided among all the Lot Owners in proportion to the fair market value of their respective Interests determined in accordance with § 5220 of the Act; provided, however, that no payment shall be made to a Lot Owner until there has first been paid from his share of such net proceeds all liens or charges on his Lot. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 5th day of NOVEMBER, 2012.

ATTEST:



VISTA RIDGE ESTATES, L.P.
a Pennsylvania limited partnership

By: **VISTA RidgeE, LLC**,
a Pennsylvania Limited Liability Company, and
General Partner of Vista Ridge Estates, L.P.



WILLIAM J. WEAVER
Managing Member

EXHIBIT "A"

LIST OF EASEMENTS AND LICENSES

1. All roads, public and private in any way affecting the insured premises and rights of others therein and obligations relating thereto.
2. Easements over the Planned Community and all Lots created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community and adjoining properties. The easements 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 Plan.
3. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein. Limited as located on Survey. (Existing Conditions Plan prepared by Hampton Technical Associates, Inc. last revised July 5, 2012).
4. Oil and gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved, including but not limited to the indenture of lease from Regena Langhorst, et. al. to I.L. Harkless, as referenced in Butler County Pennsylvania Deed Book Volume 287, Page 342, recorded April 11, 1910. The Company insures against future surface operations.
5. Unrecorded private road leading from Township Road 444 along the western boundary of the property as shown in the plan of property dated January 29, 1974 surveyed by Clarence E. Ferguson, Jr. Limited as located on Survey. (Existing Conditions Plan prepared by Hampton Technical Associates, Inc. last revised July 5, 2012.)
6. The easement, from Vernon Kaufman to North Pittsburgh Telephone Company, as referenced in Butler County Pennsylvania Deed Book Volume 1097, Page 928, recorded August 2, 1979.
7. The easement, from Luella Kaufman to North Pittsburgh Telephone Company, as referenced in Butler County Deed Book Volume 1337, Page 642, and recorded April 14, 1987.
8. The right of way for electric transmission and operation, from Minnie S. Cooper, to Pennsylvania Power Company, as referenced in Butler County Deed Book Volume 493, Page 166, recorded February 23, 1938.

9. The easement, from Vista Ridge Estates, L.P., to Consolidated Communications of Pennsylvania Company, LLC, to install, operate and maintain telecommunication facilities within the Plan, said easement to be recorded.

10. The easement, from Vista Ridge Estates, L.P., to Peoples TWP, LLC, to install, operate and maintain a ten (10) foot gas line easement within the Plan, said easement to be recorded.

8

Mail To:
Sebring & Associates
339 Haymaker Road,
Suite 1101
Monroeville, PA 15146
(412) 856-3500

**FIRST AMENDMENT TO DECLARATION OF
VISTA RIDGE ESTATES, A PLANNED COMMUNITY**

ADAMS TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA

Phase 2

This Amendment made this 26th day of September, 2013, by **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Adams Township, Butler County, Pennsylvania, shown in the Vista Ridge Plan, which is recorded at Plan Book Volume 331, Pages 21-23, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and,

WHEREAS, Pursuant to the VISTA RIDGE ESTATES DECLARATION OF PLANNED COMMUNITY, dated November 5, 2012, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 201212210036788 ("Declaration"), Declarant created a Planned Community known as "Vista Ridge Estates" (the "Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); and

WHEREAS, pursuant to Article IX of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and

WHEREAS, Declarant now desires to convert into Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 107, 111, 133, 134, 135, 143 and 144 and which Lots are referred to herein as the "Added Real Estate"; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Article II of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

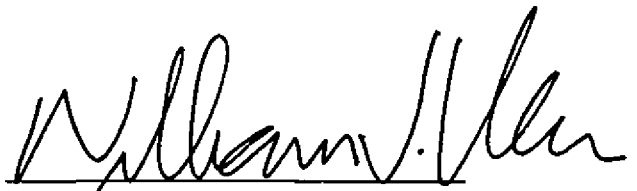
1. Such Added Real Estate (hereafter "Phase 2") consists of Lot Nos. 107, 111, 133, 134, 135, 143 and 144, for a total of 7 additional Lots. With the recording of this Amendment, there are a total of 21 Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 2.1 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1 and 2.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration the day and year first above written.

ATTEST:

VISTA RIDGE ESTATES, L.P.
a Pennsylvania limited partnership

By: **VISTA RidgeE, LLC**,
a Pennsylvania Limited Liability
Company, and General Partner of Vista
Ridge Estates, L.P.


WILLIAM J. WEAVER
Managing Member



Mail To:
Sebring & Associates
339 Haymaker Road,
Suite 1101
Monroeville, PA 15146
(412) 856-3500

**SECOND AMENDMENT TO DECLARATION OF
VISTA RIDGE ESTATES, A PLANNED COMMUNITY**

ADAMS TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA

Phase 3

This Amendment made this 11th day of December, 2013, by **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Adams Township, Butler County, Pennsylvania, shown in the Vista Ridge Plan, which is recorded at Plan Book Volume 331, Pages 21-23, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and,

WHEREAS, Pursuant to the VISTA RIDGE ESTATES DECLARATION OF PLANNED COMMUNITY, dated November 5, 2012, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 201212210036788 ("Declaration"), Declarant created a Planned Community known as "Vista Ridge Estates" (the "Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201309270028160; and

WHEREAS, pursuant to Article IX of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and

WHEREAS, Declarant now desires to convert into Lots that portion of the Additional Real Estate which is shown in the Plan as Lot Nos. 108 through 110, 112, 131, 132, 136 through 142 and 145 through 150 and which Lots are referred to herein as the "Added Real Estate"; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Article II of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 3") consists of Lot Nos. 108 through 110, 112, 131, 132, 136 through 142 and 145 through 150, for a total of 20 additional Lots. With the recording of this Amendment, there are a total of 41 Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 2.1 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2 and 3.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration the day and year first above written.

ATTEST:



VISTA RIDGE ESTATES, L.P.
a Pennsylvania limited partnership

By: **VISTA RidgeE, LLC**,
a Pennsylvania Limited Liability
Company, and General Partner of Vista
Ridge Estates, L.P.



WILLIAM J. WEAVER
Managing Member



Mail To:
Sebring & Associates
339 Haymaker Road,
Suite 1101
Monroeville, PA 15146
(412) 856-3500

**THIRD AMENDMENT TO DECLARATION OF
VISTA RIDGE ESTATES, A PLANNED COMMUNITY**

ADAMS TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA

Phase 4

This Amendment made this 17th day of March, 2014, by **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046 ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property in Adams Township, Butler County, Pennsylvania, shown in the Vista Ridge Plan, which is recorded at Plan Book Volume 331, Pages 21-23, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and,

WHEREAS, Pursuant to the VISTA RIDGE ESTATES DECLARATION OF PLANNED COMMUNITY, dated November 5, 2012, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 201212210036788 ("Declaration"), Declarant created a Planned Community known as "Vista Ridge Estates" (the "Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201309270028160; the Declaration being amended pursuant to the Second Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201312120034940; and

WHEREAS, pursuant to Article IX of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and

WHEREAS, Declarant now desires to convert into a Lot that portion of the Additional Real Estate which is shown in the Plan as Lot No. 113 which Lot is referred to herein as the "Added Real Estate"; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in Article II of the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 4") consists of Lot No. 113, for a total of 1 additional Lot. With the recording of this Amendment, there are a total of 42 Units created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 2.1 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2, 3 and 4.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to Declaration the day and year first above written.

ATTEST:

VISTA RIDGE ESTATES, L.P.
a Pennsylvania limited partnership

By: **VISTA RidgeE, LLC**,
a Pennsylvania Limited Liability
Company, and General Partner of Vista
Ridge Estates, L.P.



WILLIAM J. WEAVER
Managing Member

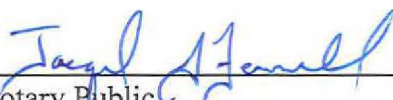
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

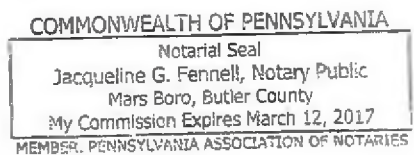
On this 17 day of March 2014, before me, a Notary Public, the undersigned officer, personally appeared **WILLIAM J. WEAVER**, who acknowledged himself to be the Managing Member of **Vista RidgeE, LLC**, general partner of **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, and that he, as such officer, 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 is the general partner.

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

My Commission Expires: 3-12-17



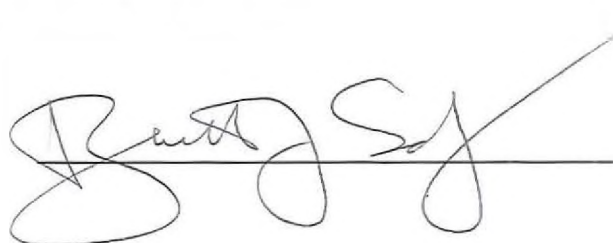
Notary Public


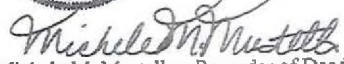


CERTIFICATE OF RESIDENCE

I, the Undersigned, do hereby certify that the precise residence of Declarant is 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046

Witness my hand this 17th day of March, 2014




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

Michele M. Mustillo - Recorder of Deeds



Mail To:
Sebring & Associates
339 Haymaker Road,
Suite 1101
Monroeville, PA 15146
(412) 856-3500

**FOURTH AMENDMENT TO DECLARATION OF
VISTA RIDGE ESTATES, A PLANNED COMMUNITY**

ADAMS TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA

Phase 5

This Amendment made this 3rd day of September, 2015, by **VISTA RIDGE ESTATES, L.P.**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 231 Crowe Avenue, Mars, Butler County, Pennsylvania, 16046 ("Declarant") and **S&A HOMES, INC.**, a Pennsylvania corporation ("S&A").

WITNESSETH:

WHEREAS, Declarant and S&A are the owners of real property in Adams Township, Butler County, Pennsylvania, shown in the Vista Ridge Plan, which is recorded at Plan Book Volume 331, Pages 21-23, in the Office of the Recorder of Deeds of Butler County, Pennsylvania (the "Plan"); and,

WHEREAS, Pursuant to the VISTA RIDGE ESTATES DECLARATION OF PLANNED COMMUNITY, dated November 5, 2012, and recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument Number 201212210036788 ("Declaration"), Declarant created a Planned Community known as "Vista Ridge Estates" (the "Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); the Declaration being amended pursuant to the First Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201309270028160; the Declaration being amended pursuant to the Second Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201312120034940; the Declaration being amended pursuant to the Third Amendment to Declaration recorded in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 201403200005819; and

WHEREAS, pursuant to Article IX of the Declaration, Declarant reserved an option to convert into create Units (Lots), Limited Common Elements, Common Elements, and all of the foregoing within the Additional Real Estate; and

WHEREAS, Declarant now desires to convert into Lots those portions of the Additional Real Estate which are shown in the Plan as Lot Nos. 114 through 130 which Lots are referred to herein as the "Added Real Estate"; and

WHEREAS, to the extent that S&A owns portions of the "Added Real Estate", S&A joins in the execution of this Amendment acknowledging S&A's consent to the aforementioned conversion of the "Added Real Estate" into Lots, which act has the binding result of making said Lots hereafter "under and subject" to the Declaration as amended; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 5") consists of Lot Nos. 114 through 130, for a total of 17 additional Lots. With the recording of this Amendment, there are a total of 58 Lots created in the Planned Community.
2. The term "Additional Real Estate" as defined in Section 2.1 of the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2, 3, 4 and 5.
3. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned has executed this 4th Amendment to Declaration the day and year first above written.

ATTEST:

VISTA RIDGE ESTATES, L.P.
a Pennsylvania limited partnership

By: **VISTA RidgeE, LLC**,
a Pennsylvania Limited Liability
Company, and General Partner of Vista
Ridge Estates, LP.



WILLIAM J. WEAVER
Managing Member

WITNESS/ATTEST:

S&A HOMES, INC., a
Pennsylvania corporation

Amanda Gill

By: Christopher A. Dochat

Name: Christopher A. Dochat

Title: CFO

ACKNOWLEDGEMENT

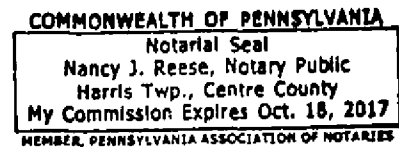
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Centre)

On this 3rd day of September 2015, before me, a Notary Public, the undersigned officer, personally appeared Christopher A. Dochat, who acknowledged him/herself to be the CFO of S&A HOMES, INC., a Pennsylvania corporation, and that, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

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

My Commission Expires: 10-18-2017

Nancy J. Reese
Notary Public



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

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