

**WORTHINGTON, A PLANNED COMMUNITY
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 17th day of July, 2006, by the Worthington Homeowners Association (the "Association", or alternatively "Worthington").

WHEREAS, Hickory Fields, Inc., (the "Developer"), by Declaration of Covenants, Conditions and Restrictions dated May 7, 2001, as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 11041, page 489 (hereinafter referred to as the "Declaration") created the Worthington Homeowners Association; and

WHEREAS, the Developer by Amendment to Declaration of Covenants, Conditions and Restrictions dated June 29, 2005 and recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 12541, page 239 (the "First Amendment"), amended the Declaration to correct the Exhibit "A" to the Declaration; and

WHEREAS, in accordance with the provisions of the Declaration, as least Sixty Seven Percent (67%) of the Members of the Association have adopted, executed and acknowledged a resolution to amend and restate the Declaration as hereinafter provided.

NOW, THEREFORE, be it known that the Association does officially adopt the following Amended and Restated Declaration for Worthington Homeowners Association to which all of the Association Members shall be subject:

ARTICLE I

DEFINITIONS

Section 1. Association. An unincorporated Association known as Worthington Homeowners Association made up of all Owners of Lots in the Association.

Section 2. Common Areas. Any part of the Property which the Association maintains for the benefit and enjoyment of the Owners, including, without limitation, specifically the gazebo area, the sign area, stormwater retention area, private roads for Buildings #5 and #8 and utility box areas.

Section 3. Common Expenses. These shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Areas and (2) utility charges for the gazebo and front sign; (3) insurance for the Common Areas; (4) expenses declared common by this Declaration; (5) expenses declared common by the Board.

Section 4. Lot. Any plot of land shown upon any recorded subdivision map of the Property.

Section 5. Member. Those Owners who are members of the Association, as provided in Article II hereof.

Section 6. Owner. The record owner of a Lot.

Section 7. Property. The real property described in Exhibit A.

Section 8. Unit. A building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

ARTICLE II

MEMBERSHIP MEETINGS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every record owner of a Lot in Worthington shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. Voting. Each Lot shall be entitled to one vote.

Section 3. Annual Meeting. The Association shall have an Annual Meeting to be held during the month of January at such place as the Board of Directors selects within Allegheny County.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of a Owner or the right of the Owner to hold the office of a director or officer of the Association for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations or for the duration of the infraction, whichever is longer;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by at least eighty percent (80%) of the Owners entitled to vote;

(c) the right of each Owner, with the approval of the Board of Directors, to grant easements upon, across, over, under, in and to any part of the Property to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to, cable television service, security and similar systems, water sewer, gas, telephone and electricity.

Section 2. Delegation of Use. Any Owner may assign his right of enjoyment to the Common Areas and facilities to members of his (or her) family, tenants, or contract purchasers who reside on the Property.

Section 3. Maintenance Responsibility. The care, maintenance and landscaping of Common Area shall be performed by the Association. In addition, the front mulching and grass cutting of each Lot shall be performed by the Association. Otherwise, the maintenance of Lots and the Units erected thereon shall be the responsibility of the respective Owners thereof.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner and any Lot or Unit by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay the Association: (1) Annual Assessments or charges; (2) Special Assessments; and (3) specific assessments against particular Units for fines or other charges. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien upon the Lot against which the assessment was made and shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time when such assessment fell due. The said Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new Owner, who shall, however, not be personally liable for such delinquent assessment unless expressly assuming that obligation.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Areas.

Section 3. Annual Assessments.

3.01 The Annual Assessment shall initially commence on the date that the Board of Directors of the Association designates and such annual assessments shall be made hereafter annually based on the budget adopted annually by the Association. Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board of Directors.

3.02 It shall be the duty of the Board of Directors at least thirty (30) days prior to the end of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Association during the coming year and a proposed Annual Assessment. The Board of Directors shall cause a copy of the budget and proposed Annual Assessment to be delivered to each Owner at least thirty (30) days prior to the end of the fiscal year. The budget and the Annual Assessment shall become effective unless disapproved at the Annual Meeting or a special meeting called for such purpose by vote of at least fifty-one (51%) percent of the Owners in attendance.

3.03 The Board of Directors shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an Officer of the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

3.04 In the event the Board of Directors is delayed in preparing the Annual Budget or a vote of the membership causes a delay, the Owners shall continue to pay the monthly charges at the then-existing rate established for the previous period until the same shall be changed.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Areas, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the Owners in attendance, either in person or by proxy, at the Annual Association Meeting or a special meeting called for this purpose.

Section 5. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 herein shall be delivered to the Unit or mailed by United States mail, first-class, postage prepaid, to the Owner of the Unit at the address appearing in the records of the Association, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At such meeting called, the presence of members or of proxies entitled to cast over ten (10%) percent of all the votes shall constitute a quorum.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment shall commence as to each Lot on January 1 of each year, or as otherwise specified by the Board of Directors. If not otherwise specified, the Annual Assessment shall be due in equal quarterly installments on the first (1st) day of each calendar quarter. Upon the sale of a Lot, at settlement, the current month's assessment shall be prorated on a daily basis. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Effect of Non-payment of Assessments; Remedies of the Association. Unless otherwise established by the Board of Directors, any assessment not paid within thirty (30) days after the due date shall incur a late charge as set forth in the Rules and Regulations, by the Board of Directors. The Association may bring an action at law

against the Owner, or the person personally obligated to pay the assessment, or foreclose the lien against the Lot, or it may seek and obtain any other remedy at law or in equity, and there shall be added to the amount of such Assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and a reasonable attorney's fee, together with the costs of the action, and any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such. All legal costs, costs of collection and reasonable attorney's fees shall also be a continuing lien upon the Lot against which such charges and assessments were made. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Unit, dissatisfaction with the level or quality of service provided, or for any other reason.

Section 8. Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of a purchase money mortgage placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such properties from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Sale or transfer of the Lot shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall not extinguish the personal liability of the Owner.

Section 9. Fund for Replacements. The Association has established and shall maintain a reserve fund for replacement of any part of the Common Areas and facilities or repair or maintenance of the Common Areas as the Association deems appropriate (the "Reserve Fund"). The amount to be contributed to the Reserve Fund shall be known as a separate line item in the annual budget. The Reserve Fund shall be kept in an interest bearing account, shall only be expended for the purpose of effecting the replacement of Common Areas or community facilities and for operating contingencies of a non-recurring nature. The Board of Directors shall have the right to segregate all or any portion of the Reserve Fund for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate. The Board of Directors may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds. The proportionate interest of each Owner shall be considered appurtenant to his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot and shall be deemed to be transferred with such Lot.

Section 10. Assessment upon Sale of Lot. Upon every sale of each Lot, the Association shall collect from each new Owner, at time of settlement, the sum of Two Hundred Fifty (\$250.00) Dollars and shall remit said amount to the Association to be deposited in the Association's operating account.

ARTICLE V

INSURANCE

Section 1. Owner's Coverage: Each Owner shall keep his Lot and all structures thereon insured against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance, under policies issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner and to the Association as an additional insured, as their interests may appear, such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. Further, the Association shall have the right to require the Owner of any Lot or structure upon the Lot damaged or destroyed by fire or other peril to rebuild, reconstruct, repair, rehabilitate, and/or refurbish the structure situate upon the Lot in a manner comparable to its prior condition.

Section 2. Association Coverage. The Association shall obtain and maintain to the extent obtainable, without prejudice to the right of each Owner to insure his own Unit for his own benefit, the following insurance policies:

(a) Insurance on the Common Area in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement.

(2) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;

(3) Public liability insurance in such amount as the Board of Directors may from time to time determine is necessary;

(4) Worker's Compensation insurance to the extent necessary to comply with any applicable law;

(5) Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

(b) The Association may also obtain, as a common expense, insurance of the type known as "officer's and director's liability" coverage.

(c) The premiums for the insurance coverage shall be a common expense levied by the Board of Directors against the Owners.

(d) The Board of Directors or its designee shall have the exclusive authority to adjust losses under the said insurance policies.

(e) The Association shall not be responsible for insurance on any Unit, the contents of any Unit, the additions and improvements thereto, all personal property of any Owner wherever situated, or the public liability insurance of any Owner.

ARTICLE VI

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Owner shall have the right to mortgage or encumber his own Lot. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Areas.

Section 2. Utilities. Each Owner shall pay for his own telephone, electricity, water, cable television, sewer and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

Section 3. Taxes and Assessments. Pursuant to Section 5105 of the UPCA, the Common Areas shall not be separately assessed nor taxed, rather, the value of each Lot shall include the value of that Owner's appurtenant interest in the Common Areas. However, in the event taxes are assessed against the Common Areas, such taxes shall be treated as part of the Common Expenses.

ARTICLE VII

USE RESTRICTIONS AND RULE MAKING

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

(a) Unit Restrictions. No Lot or Unit may be divided or subdivided into a smaller Lot or Unit, nor may any portion of any Lot or Unit be added to or incorporated into another Lot or Unit, nor any portion less than all thereof sold or otherwise transferred. No Unit may be used for other than a single-family residence. An Owner is not permitted to grant any easements or rights of way with respect to his Lot without the consent of the Board of Directors, other than utility easements benefiting other Lots.

(b) Structures. No structure shall be erected, altered, placed, used or permitted to remain on any Lot other than a Unit and garage meeting the construction standards set forth herein.

(c) Attached to Land. No Unit or part thereof shall be erected on any of the Lots unless it becomes attached to and becomes a part of a tract of land.

(d) Use of Common Area. The Common Area and facilities may be used by all Owners and/or residents, their families, guests and invitees, subject to such Rules and Regulations as may be established by the Board of Directors.

(e) Maintenance. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own Unit and also for exterior maintenance required in and about his Unit. Notwithstanding the foregoing, the front mulching and grass cutting of each Lot shall be performed by the Association.

(f) Prohibited Use. No articles of personal property belonging to any Owner shall be stored on any portion of the Common Area without the prior written consent of the Board of Directors. Nothing shall be done or kept on any Lot, in any Unit or on the Common Areas which violates the law or which will increase the rate of insurance on any building or contents thereof.

(g) Exterior Attachments. Owners shall not attach anything to the outside walls or roof of any Unit, such as radio or television antenna, or satellite dish, (excepting a satellite dish with a diameter of 18" or less or as otherwise dictated by federal law), which may be visible from the street.

(h) Signs.

(1) Except as otherwise provided herein, no billboard, advertising device or sign of any kind shall be erected, maintained, or displayed to the public view on any Lot or Common Area without prior written consent by Board of Directors.

(2) A sign containing no more than five (5) square feet advertising the Lot for sale or rent may be used.

(3) An easement for ingress, egress and regress is hereby granted to the Association to erect and maintain community signs (i.e. directional signs, entry signs, etc.) on each Lot. This right shall include the right to plant trees and shrubs and otherwise landscape the area.

(i) Nuisances. No noxious or offensive activity shall be carried on upon the Common Areas, on any Lot or in any Unit, nor shall anything be done which may be come an annoyance or nuisance to the neighborhood.

(j) Garbage and Refuse disposal. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by the Township or in the Rules and Regulations. Garbage containers must be kept out of public view except on collection days.

(k) Refuse. No lumber, materials, bulk materials, refuse or trash or debris shall be kept, stored, or allowed to accumulate on any Lot. No dumping of garbage or refuse may be done on any Lot or Common Areas.

(l) Residential Use. All Lots and Units shall be for private residential purposes only. No trade, business activity, or commercial venture, which results in an increase in traffic, parking, deliveries, garbage or refuse on the Property, shall be conducted or maintained within the Units, upon the Lots, the Common Areas or in structures within the Property. Notwithstanding the foregoing, if a specific home occupation is permitted under the zoning laws of South Fayette Township, such use shall be permitted.

(m) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the Owners, Tenants and guests.

(n) Laundry Lines. Laundry poles and lines outside of Units are prohibited.

(o) Temporary Structures. No structure of a temporary character, dog house, trailer, motor home, tent, shack, garage, shack, barn or other out-building shall be constructed or used on any Lot at any time either temporarily or permanently.

(p) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on an Lot or in the Common Areas, except that domesticated dogs, cats or other household pets may be kept in the Units, subject to the Rules and Regulations adopted by the Association. All household pets must be kept leashed when outside the Unit.

(q) Balconies and Porches. No rugs, cloths, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies, porches, patios and/or decks. Balconies, porches, patios and/or decks shall be kept free and clear of rubbish, debris and other unsightly materials.

(r) Easements of Pipes, etc. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground; however, conductor lines on the high side can extend to the curb. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses are shown on the Recorded Plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Association, its agents, successors, and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which the said easements and rights of way are reserved.

(s) Storage and Parking of Vehicles. No commercial vehicles are permitted to park within any street (public or private), any Lot or Common Area, except for a temporary occurrence, such as a delivery, visitation or emergency. Except as provided herein, there shall be no outside storage or extended parking upon any streets (public or private), any Lot or Common Area of any automobile, truck, tractor, tractor-trailer, semi-truck, camper, trailer, motorcycle, all-terrain vehicle (ATV), mobile home, recreational vehicle, boat or other transportation device of any kind, unless approved by the Board of Directors. No Owner, Tenant or guest shall repair or restore any vehicle of any kind upon any Lot or Common Area except for minor, routine maintenance or emergency repairs. All motor vehicles must be maintained, registered, inspected, insured and in good working order. In addition, the Board of Directors shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on a Lot or the Property. Vehicles may not be parked overnight on the streets.

(t) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any portion of the Common Areas or Lot and except that motorcycles are limited to ingress and egress from a Unit.

(u) Landscaping. All landscaping of the Common Areas and the front of Lots shall be performed by the Association and planting of trees, hedges, shrubs, etc, on Common Areas by residents is prohibited. There may be no removal of trees having a diameter of six (6) inches or greater without the prior approval of the Board of Directors. The Association, its agents, successors, and assigns, shall have the right to enter upon all parts of each Lot for the purpose of maintaining the landscaping or lawn mowing.

(v) Drainage. No structure, planting or other material may be stored or erected on the Property which interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel.

(w) Incomplete Structures. No basement, garage or other structure other than the Unit for which the plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently.

(x) Other Structures. No structures other than single family unit shall be erected on any of the aforesaid Lots except, with the prior written consent of the Board of Directors, an architecturally designed gazebo. All garages must be integral to the Unit.

(y) Garages. Garages may not be converted to living space but may only be used for storage of vehicles or personal property. Garage doors shall be kept closed except when automobiles are being moved or the garage is being used.

(z) Fences. All fences must be approved by Board of Directors and must comply with local laws and/or ordinances. No barbed wire, no-clad chain link or similar material shall be permitted.

(aa) Wells. No oil or gas well shall be drilled on any Lot.

(bb) Exterior Colors. The Board of Directors has prepared and shall maintain and update, as applicable, a list of the approved colors for paint, siding and storm doors. Exterior painting of all Units is the responsibility of the Association.

(cc) Exterior Finishes. All dwellings constructed on any Lot shall be finished with suitable exterior building materials such as vinyl siding. All finish materials must extend to grade, with no exposed block foundations. The Board of Directors shall select approved colors and facades.

(dd) Roof. Roofs on all Units, including roofs replaced by the Owner must have a minimum of 20 year life (as evidenced by a written warranty). The Board of Directors shall select and approve color.

(ee) Driveways. Paved driveways are required. All paved driveways shall be composed of concrete, and if replaced by the Owner, must be composed of concrete.

(ff) Exterior Accessories. Each Owner must install the approved exterior post lamp and house numbers. The Board of Directors will select the approved locations and models. A "dusk to dawn" photo electric must be used on each electric lamp post. In the event that the approved lamp post top is unavailable, as substitute lamp post top of similar pattern, design and quality must be used. The substitute items shall be subject to written approval from the Board of Directors. The owner of each Lot shall be solely responsible for the maintenance of the lamp post generally and in the following particulars:

(1) The lamp post top is to be kept in good repair so as to maintain a uniform appearance;

(2) The lamp post top is to be maintained in an operable condition;

(3) The Owner of each Lot shall be responsible for the cost of electricity used to illuminate their respective lamp post tops; and

(4) Each Owner shall install and maintain an outside post lamp of a design approved by the Board of Directors within twenty-five (25) feet from the curb.

Section 2. Rules and Regulations: The Board of Directors may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and occupants of the Property (the "Rules and Regulations"). Written notice of such Rules and Regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. Such Rules and Regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulations, rule or requirement be specifically overruled, canceled or modified by the Board of Directors, or, in a regular or special meeting, by the vote of at least sixty seven percent (67%) of the Owners present, in person or by proxy at such meeting. The Board of Directors shall implement a rule violation procedure and shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder, and their assessment and collection is hereby consented to by each Owner and all persons claiming title through them.

ARTICLE VIII

CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by an authority having the power of condemnation or eminent domain, any award shall be payable to the Association and used as may be determined by the Association.

ARTICLE IX

LEASING

Units may be leased only by written leases. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws and Rules and Regulations promulgated thereunder as though such tenant were an Owner. The Owner shall not be relieved of any of his obligations under the Declaration, the Bylaws or the Rules and Regulations by virtue of his leasing his Unit or Lot.

A copy of every Lease shall be filed with the Board of Directors.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, the Bylaws and the Rules and Regulations by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board of Director's option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board of Directors shall have the right to require approval of all leases to insure compliance with this Article. The Board

of Directors may promulgate additional Rules and Regulations relating to the leasing of Units.

ARTICLE X
ARCHITECTURAL CONTROL

Section 1. Additional Structures, Additions, Changes or Alterations: No Unit, building addition, fence, wall or other additional structure addition or alteration of any nature (an "Exterior Alteration") shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, or change or alteration be made to any structure, including the Unit, until the plans and specifications showing the nature, kind, shape dimensions; color, materials and location of the change, alteration or addition to be made, or structure to be added shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by a committee appointed by the Board of Directors (the "Architectural Review Committee"). The Board of Directors, or its designated committee, as the case may be, shall have thirty (30) days to review said plans. In the event that the Board of Directors in its sole discretion determines that said plans are incomplete, Board of Directors shall provide the applicant with its written request for more information. Upon the Board of Directors' receipt of information, which Board of Directors, in its sole discretion, deems to be complete, the Board of Directors shall have an additional thirty (30) days to complete the review of the application. In the event that the Board of Directors, or its designated committee, as applicable, fails to approve or disapprove said plans and specifications within thirty (30) days after said plans have been finally complete, approval will be deemed to have been granted. The Board of Directors or its designated committee, in any case, may provide conditional approval, or approve only a portion of the submitted plans and specifications; in which event, any portion not specifically approved shall be deemed to be disapproved.

Upon receipt of written approval from the Board of Directors of said plans and specifications, all alterations and/or improvements or additions shall be completed within sixty (60) days at the sole cost and expense of the applicant, and in strict compliance with the plans and specifications as approved. In the event that said alterations and/or improvements are not completed in strict compliance with the plans and specifications, and within said time period, the Association may, in its discretion, complete such alterations or improvements, and charge the Owner for any expense involved, which charge may be enforced as provided in herein as an assessment against said Lot. In special circumstances, an Owner may apply for an extension of time to perform the approved construction, provided said application for extension is in writing, specifically identifies the circumstances which require such extension, and is made within the time period identified herein. The Board of Directors is under no obligation to grant any extensions hereunder, and any extensions granted shall be at the sole discretion of the Board of Directors.

This Section shall apply to any changes, alterations or additions planned to be made to a Unit after the original construction has been completed.

Section 2. Alterations Without Approval. In the event an Owner commences or otherwise implements an Exterior Alteration without the written approval of the Board of Directors, the Board of Directors is authorized in its discretion to require the Owner, at said Owner's sole cost and expense, to remove the Exterior Alteration and return the Property to its original condition. The Board of Directors shall provide the Owner with written notice of its demand for removal of the Exterior Alteration, specifying the time period for completion of said removal. In the event the Owner fails to complete said removal within the specified time period, the Association may, in its discretion, complete such removal and charge the Owner for any expense involved, which charge may be enforced as provided herein as an assessment against the Lot. In addition, regardless of whether the Board of Directors requires that the Exterior Alteration be removed, the Board of Directors may impose a reasonable fine upon the Owner and assess the Owner for all damages incurred, which fine and assessment for damages may be enforced as provided herein as an assessment against the Lot. The Board of Directors shall be authorized to enforce the provisions of this Section at any time until the Owner requests and receives written approval from the Board of Directors for such an Exterior Alteration.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, shall be a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction imposed by this Declaration, the Bylaws or the Rules and Regulations, to restrain violation, to recover damages or to collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants, and failure by the Board of Directors or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose fines or other sanctions, collections of which shall be as provided in Article IV hereof. The expense of enforcement by the Board of Directors (including reasonable attorney's fees) shall be chargeable to the Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provisions of this Declaration, notice must be given to the Board of Directors and the Board of Directors given a reasonable opportunity to take appropriate action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by the affirmative vote of sixty seven percent (67%) of all Owners entitled to vote. Such consent may be obtained by vote at a regular or special meeting or by a written instrument signed by

Owners or a combination of these two methods. No amendment shall be effective until recorded in the Recorder's Office of Allegheny County. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive and binding on all persons. Attached to the amendment shall be a certificate certifying that the amendment was duly adopted, which certificate shall be executed by any one of the officers of the Association.

Notwithstanding the foregoing paragraph, except as otherwise provided herein, if any amendment to the Declaration is necessary in the judgment of the Board of Directors to do any of the following: (i) correct an ambiguity; (ii) correct or supplement any provision of the declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration or with the UPCA; or (iii) conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in a planned community, then the Board of Directors may effect an appropriate corrective amendment without the approval of the Owners or lien holders, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted in accordance with this paragraph.

Section 4. The Common Area. The Board of Directors, subject to the rights of the Owners set forth on this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 5. Management. The Board of Directors may obtain and pay, with Association funds, for the services of any person or entity to manage its affairs or any part thereof and all other personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Board of Directors or by any person or entity with whom it contracts. If the Board of Directors enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Board of Directors may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 6. Personal Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including any rights given by the Uniform Planned Community Act of Pennsylvania, Act 180 of 1996 (the "UPCA").

Section 8. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

Section 9. Gender. As used in this Declaration, the word "person" shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

Section 10. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, to the last known addresses of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

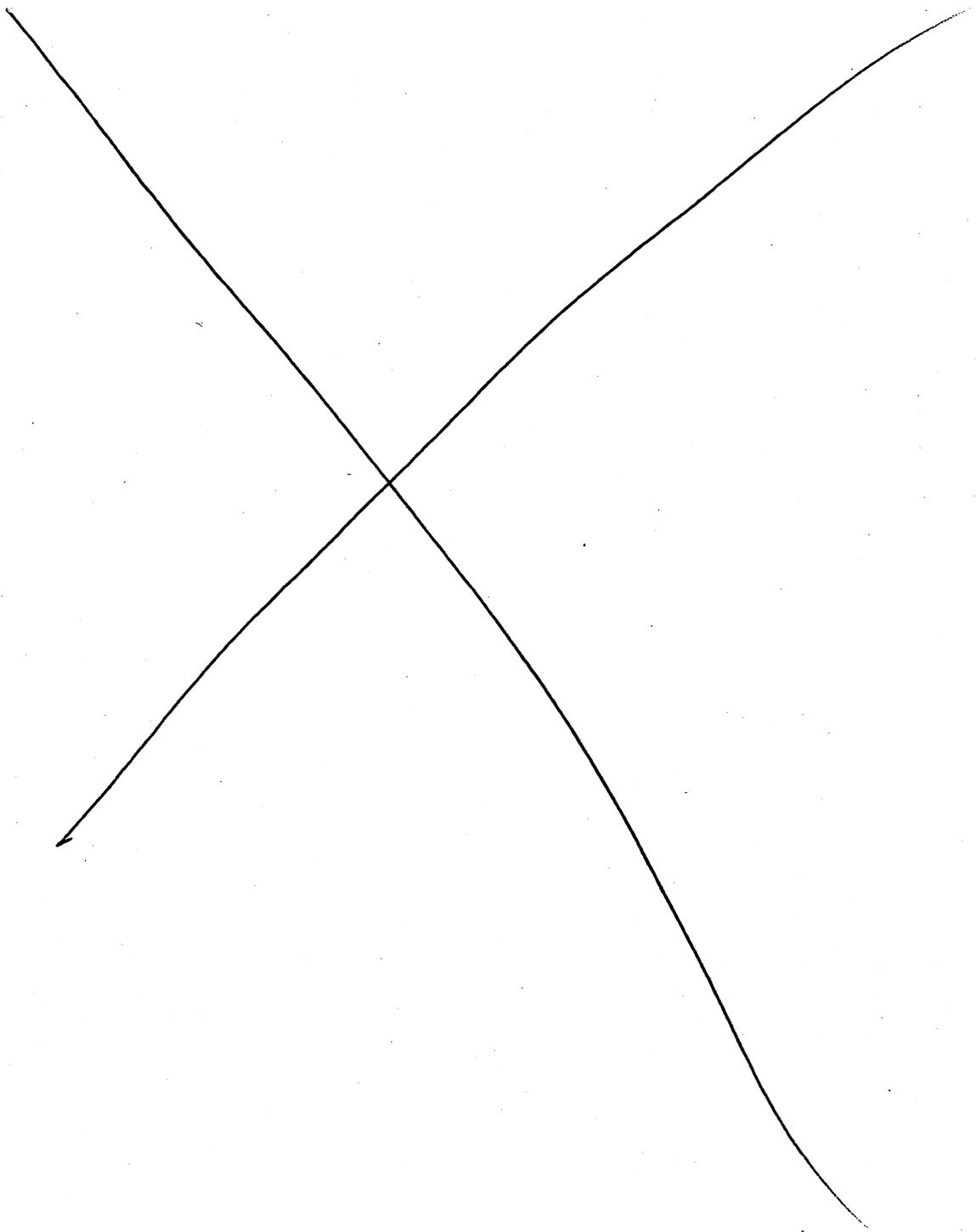
Section 11. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to and be enforceable by the Association and the Board of Directors, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for the successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by then owners of seventy-five (75%) percent of the Lots, has been recorded prior to the commencement of any ten (10) year period in the office of the Recorder of Deeds of Allegheny County.

Section 12. Matters of Dispute: Matters of dispute or disagreement between Association Members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association members.

Section 13. Liability of the Board of Directors: The Members of the Board of Directors and its officers shall not be personally liable to the Association, the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors and each of the officers of the Association against all expenses or liability to others arising out of their position as an officer or member of the Board of Directors or arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith. They shall not be liable for any mistake of judgment or negligence except for their own willful malfeasance, misfeasance, misconduct or bad faith. The Association may obtain as a Common Expense the type of insurance commonly known as Directors and Officers Liability coverage in order to encourage service on the Board of Directors and to fund this obligation.

Section 14. Notice of Sale, Lease or Mortgage: In the event an Owner sells, leases or mortgages the Owner's Lot and/or Unit, the Owner shall be required, prior to such sale, lease or mortgage, to provide to the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the Lot or Unit, a copy of the lease prior to execution for approval by the Board of Directors, and an executed copy of the lease

within five (5) days after execution. All leases shall be subject to this Declaration and to the authority of the Board of Directors to regulate the conduct of any person on the Property.



WITNESS the due execution of this Amended and Restated Declaration for Worthington Homeowners Association the date and year first above written by the undersigned officers of the Worthington Homeowners Association, which Amendment has been executed and acknowledged by at least sixty-seven percent (67%) of the existing Owners of Units authorized to vote.

ATTEST:

Worthington Homeowners Association

By: Bruce C. [Signature]
Secretary

By: James M. [Signature]
President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

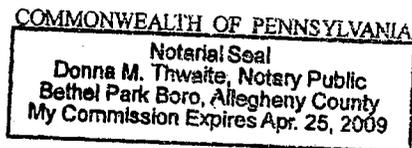
SS:

ON THIS the 17th day of July 2006, before me, a Notary Public, in and for the State and County aforesaid, the undersigned officer, personally appeared James M Zapeline and Bruce C Deemer, who acknowledged themselves to be the President and Secretary of Worthington Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

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

Donna M Thwaite
Notary Public

MY COMMISSION EXPIRES: 4/25/09



CERTIFICATION

The undersigned officers of Worthington Homeowners Association hereby certify that the foregoing Amended and Restated Declaration for Worthington Homeowners Association have been duly adopted by at least sixty-seven percent (67%) of the present Owners authorized to vote.

ATTEST:

Worthington Homeowners Association

By: *Bruce C. Cunn*
Secretary

By: *James M. Zepelin*
President

Record & Return To:
WILL CALL: PAPERICK & GEFSKY, LLC



Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2006-26442

Recorded On: August 09, 2006 As-Deed Agreement

Parties: WORTHINGTON HOMEOWNERS ASN

To HICKORY FIELDS INC

of Pages: 21

Comment:

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

Deed Agreement		77.00
Pages > 4	16	
Names > 4	0	
Total:		77.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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

File Information:

Record and Return To:

Document Number: 2006-26442
Receipt Number: 736609
Recorded Date/Time: August 09, 2006 11:22A
Book-Vol/Pg: BK-DE VL-12949 PG-513
User / Station: M Ward - Cash Super 12

PAPERICK & GEFSKY L L C
WILL CALL
PITTSBURGH PA 15219



Valerie McDonald-Roberts Recorder of Deeds