DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

by

COOLIDGE DEVELOPMENT PARTNERS

for

WINCHESTER LAKES PLANNED COMMUNITY

Cranberry Township

Butler County, Pennsylvania

1997

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Michele M. Mustello
RECORDER OF DEEDS

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Community Planning &
Codes Department

RECORDER OF DEEDS BUTLER COUNTY, PA.

I hereby CERTIFY that this document is record... Rec... of B... P...

Michele M. Mustello - Recorder of Deeds

~~Mail to:~~
Dan Altman
c/o Coolidge Development Partners
Suite 630
One Bigelow Square
Pittsburgh, PA 15219

mail TO:
Cranberry Township
Suite 400
2525 Rochester Rd.
Cran. TWP PA 16066

COPY

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Coolidge Development Partners, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Cranberry Township, Butler County, Pennsylvania, which is more particularly described in Exhibit A, attached hereto and made a part hereof.

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Act" means the Uniform Planned Community Act, Act 180 of 1996, enacted December 19, 1996.

2. "Community" means the Winchester Lakes Planned Community, a Pennsylvania non-profit corporation, its successors and assigns.

3. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

4. "Lot" means any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area. Initially, Lots shall be delineated as set forth on Exhibit A.

5. "Properties" means the real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation of the Declarant or by vote of the Owners as provided in this Declaration.

6. "Common Area" means all property owned by the Community for the common use and enjoyment of the members of the Community following the recording of this

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Declaration of Covenants, Conditions and Restrictions, being located upon the property bounded and described as set forth in Exhibit B attached hereto and incorporated herein by reference. Other real property may be hereinafter conveyed to the Community as Common Area. Common Area shall be "common facilities" as defined in the Act.

7. "Recorded" means duly recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania.

8. "Living Unit" means any house situate upon any Lot designed and intended for use and occupancy as a residence by a single family.

9. "Declarant" means Coolidge Development Partners and its successors and assigns in title which shall be designated by it as a successor Declarant.

10. "Board of Directors" means the Board of Directors of the Community as provided in the By-Laws of the Association.

11. "Members" means those Owners entitled to membership as set forth in Article III of the Declaration.

ARTICLE II
PROPERTY RIGHTS

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

(a) The right of the Community to levy annual and special assessments.

(b) The right of the Community to suspend the voting rights of a member 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. Assessments shall continue during any suspension period.

(c) The right of the Community to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility, or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the members. Except as may be permitted by Section 3 of this Article II, and as may be elsewhere provided for herein, no such dedication, transfer or mortgage shall be effective unless an instrument signed by eighty percent (80%) of each class of members agreeing to such dedication, transfer or mortgage has been recorded.

(d) The right of the Community to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

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2. Delegation of Use. A member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of a member to pay assessments as provided in Article IV of this Declaration.

3. Title to Common Area. Title to the Common Area shall be conveyed to the Community free and clear of all monetary liens and monetary encumbrances; provided, however, that Declarant may reserve for the purpose of development of the Properties all or any portion of the Common Area for utility rights of way in connection with development of the Properties, together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development of the Properties and the right to have the Community grant rights to other persons to discharge storm and surface water onto the Common Area. Common Area shall also be conveyed subject to matters set forth in Exhibit B. Declarant's rights hereunder shall not unreasonably interfere with the members easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition. The Community shall at all times maintain a minimum of forty-five percent (45%) overall Common Area ratio to the area described on Exhibit A at the completion of Phase III.

4. Additions and Changes to Common Area. (a) Declarant may at anytime, in Declarant's sole discretion, add at no consideration land owned by the Declarant to the Common Area already owned by the Community by the procedure of by itself amending this Declaration to so provide and amending Exhibit B and recording a deed of such conveyance. Such additional Common Area need not be within the boundaries of the real property described on Exhibit A, but must be either within such boundaries or, if outside such boundaries, directly related to the development and use of such property for residential purposes, such as, for example and not by way of limitation, the addition of pathways and buffer areas, including but not limited to additions of Common Area in conjunction with the development of additional phases of the property described on Exhibit A. All additions to the Common Area by Declarant shall be by the later of the date of conveyance or lease by the Declarant of the last Lot in the Community or the expiration of the rights of the Declarant under Section 5211 of the Act relating to conversion and expansion.

(b) Additional conveyances of Common Area to the Community will require the Community, among other things, to pay the expense of maintaining and insuring such Common Area, and the Community will have to budget accordingly.

(c) No conveyance or lease of additional Common Area to the Community shall occur until such additional Common Area has been completed unless a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been approved by the Declarant, in addition to the Declarant's own guarantee of completion,

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for the benefit of the Community, which third party mechanism and Declarant guarantee shall not expire until completion of the additional Common Area.

(d) As to any uncompleted improvement or facility that may become part of the Common Area:

(1) Such improvement or facility will be completed within seven (7) years of the date hereof.

(2) Declarant is required to complete such improvement or facility by the later of the date of conveyance or lease by the Declarant of the last Lot in the Community or the date of the expiration of Declarant's rights under Section 5211 of the Act relating to conversion and expansion.

(3) Until the facility or improvement is completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the improvement or facility and for all other expenses in connection with the improvement or facility

(4) Declarant will not provide any third party guarantee, bond, escrow, letter of credit or other mechanism to assure for the benefit of the Community completion of any uncompleted improvement or facility that may become a common facility, and only the Declarant's own guarantee shall be provided to assure completion of any such improvement or facility.

(f) Except as may otherwise be prohibited by law, the Community may acquire, sell, grant or convey interests in, or all or portions of, the Common Area, including but not limited to mortgages, leases, utility easements and rights-of-way.

5. Utility Easements - Right of Entry. Each Lot shall be, and is hereby made, subject to easements in favor of the Declarant, the members of the Community, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems, communication systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service any Lot. The location of easements shall be located by construction by the Declarant, unless Declarant no longer owns any Lot, in which case the location shall be by the agreement of all those affected, including the Community and the Lot Owner, or by eminent domain.

6. Special Declarant Rights. All special Declarant rights, as defined in the Act, are hereby expressly reserved for the benefit of the Declarant.

7. Declarant Offices, Models and Signs. The Declarant shall be entitled to maintain offices, models and signs in the Common Area or on any Lot to the maximum extent permissible under the Act. The Declarant shall maintain no more than three (3)

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models and offices and ten (10) signs anywhere in the Community. Signs shall be of any such size and nature as are permitted by law.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

1. Members. Every Owner of a Lot which is subject to assessment shall be a member of the Community as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2. Membership Classes and Voting Rights. (a) The Community shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, except a Declarant, of each Lot, including Lots created by subdivision or conversion, and each Owner shall have one vote for each such Lot so owned. Owners of Lots withdrawn from the Community shall not have a vote for such Lots.

Class B. Class B member(s) shall be the Declarant(s), and shall have three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in all other classes of membership equals or exceeds the total votes outstanding in the Class B membership; provided however, that if at any time or from time to time, a Declarant does not annex additional properties as provided in Article X of this Declaration so as to maintain Class B membership in existence due to no fault of its own (either because of governmental or quasi-governmental action or inaction of marketing conditions or otherwise), then Class B membership shall not cease but shall continue; or

(2) after seven (7) years after the recording of this Declaration; or

(3) as may be required under the Act.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots which may be created to Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors of the Community shall be elected by members other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots which may be created to Owners other than the Declarant, not less than thirty-three percent (33%) of the members of the Board of Directors of the Community shall be elected by Owners other than the Declarant.

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3. Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Community; provided however, that Owners' votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to agree to pay to the Community: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, the assessment(s) together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

2. Purpose of Assessments. The assessments levied by the Community shall be used exclusively: to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement, utilities, landscaping, repair, replacement, maintenance, and payment of local taxes of the Common Area and any controlled facilities.

3. Maximum Annual Assessments. Until January 1 of the year immediately following the recording hereof, the maximum annual assessment shall be as set forth below for each class of membership so designated; under no circumstances shall the Declarant, whatever its class of membership, be obliged to pay more than 10% of the maximum annual assessment designated for Class A members:

		Per Year/Per Lot
(i)	Class A	$200.00
(ii)	Class B	$ 20.00

Notwithstanding anything to the contrary contained herein, Declarant shall only be obligated to pay assessments for Lots on which construction of Living Units has been substantially completed. Lots created by subdivision or conversion shall pay assessments as Class A members. Owners of Lots withdrawn from the Community shall not have to pay assessments for such Lots after their withdrawal.

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(a) From and after January 1 of the year immediately following the recording hereof, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments permitted for the previous year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the recording hereof, the maximum annual assessments may not be increased by more than ten percent (10%), unless by a vote of two-thirds (2/3rds) of each class of members in existence who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the Common Area or any controlled facility, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class of members in existence who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called, in accord with the By-Laws of the Community, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership in existence shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting to a minimum of ten percent (10%) of all votes. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, in no event shall the Declarant be obliged to pay more than 10% of the annual and/or special assessment designated for Class A members.

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7. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all members on the first day of the month following written notice of the commencement thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. With the exception of the first annual assessment, the Board of directors shall fix the amount of the annual assessments against each member at least thirty (30) days in advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Community shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Community setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Community as to the status of assessment on a Lot is binding upon the Community as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Community. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, or such other rate as may be determined by the Board of Directors and permissible under the Act. The Community may bring an action at law against the Owner personally obligated to pay the same or the Community may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Community or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

ARTICLE V
ENVIRONMENTAL PROTECTION BOARD

No building, fence (including but not limited to a privacy fence or the like), wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration of any of the foregoing (including any

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change in color or materials) be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location, size and color in relation to surrounding structures and topography by the Board of Directors of the Community, or by an Environmental Protection Board appointed by the Board and composed of three (3) or more representatives, none of whom need be members of the Community. If the Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by any Declarant with respect to any Lot or Living Unit before its initial occupancy. In carrying out the provisions of this Article V, of Article VI, of Article VIII or any other Article of this Declaration, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Board of Directors or the Environmental Protection Board during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot or Living Unit during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon five (5) days' written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason or any such entry or inspection.

ARTICLE VI
MAINTENANCE OF COMMON AREA

1. Common Area. The Community shall be responsible to perpetually care for and maintain all Common Area, including but not limited to, retention ponds, entry monuments, the 3-rail wooden fence along site entrance drives Water View Drive and Blue Lake Drive, the sidewalks along the entrance drives, any sidewalks in the Common Area, and areas in any pedestrian easement secured off-site for the purpose of providing access to the Cranberry Community Park and such other matters as are provided for in Article IV, Section 2 hereof.

2. Failure to Maintain Common Area. If the Community or any successor organization at any time fails to maintain the Common Area in reasonable order and condition in accordance with the development plan submitted to Cranberry Township, the Township may serve written notice upon such organization or upon the members setting forth the manner in which the Community has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty days (30) thereof, and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said

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thirty days or any extension thereof, the Township, to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon the Common Area and maintain it for a period of one year. Maintenance by the Township shall not constitute a taking of the Common Area, nor vest in the public any rights to use it. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Community theretofore responsible for the maintenance of the Common Area call a public hearing upon notice to such Community, or to the members, to be held by the Township Supervisors, at which hearing the Community shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township supervisors determine that the Community is ready and able to maintain the Common Area in reasonable condition, the Township shall cease to maintain the Common Area at the end of such year. If the Township Supervisors determine that the Community is not ready and able to maintain the Common Area in a reasonable condition, the Township may, in its discretion, continue to maintain the Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township Supervisors shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Township shall be assessed ratably against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said Properties. The Township at the time of entering upon the Common Area for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of Butler County, Pennsylvania, upon the properties affected by the lien.

ARTICLE VII
INDIVIDUAL LOTS

1. Individual Lots. The Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon.

2. Subdivision and Conversion of Lots. The Declarant or a Lot owner may subdivide a Lot or convert all or part of a Lot and its improvements to common area pursuant to the Act. The maximum number of Lots that may be created is 162.

ARTICLE VIII
USE RESTRICTIONS

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) Buildings. No Lot in the Plan shall have any building constructed on it other than one single family residential dwelling and one out building located on the opposite side of the lot from the street with a matching design and color of the house and a maximum footprint size of 256 square feet.

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(b) Subdivision. No Lot may be subdivided.

(c) Nuisance Activities. No noxious or offensive activity shall be conducted upon any Lot nor shall any thing be done thereon which may become an annoyance or nuisance to the neighborhood.

(d) Nonresidential Use Prohibited. No basement, garage or structure other than the dwelling house for which the plans have been approved, as herein provided, shall be used as a residence, temporarily or permanently, nor shall any dwelling house or any part thereof under construction be used for residential purposes before construction is completed. No Lot or structure or pavement thereon shall be used for nonresidential purposes.

(e) Easements. All Lots shall be subject to easements for public utilities and all houses must conform to the building lines shown on the recorded plan. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements.

(f) Construction Completion. Within one (1) year from issuance of the building permit by the Township, the house, paved driveway, and all landscaping shall be completed.

(g) Minimum Dimensions. All dwellings constructed within the Plan shall contain the following minimum dimensions and characteristics, in addition to those required by applicable laws and regulations, which may be more restrictive: All dwellings in the Plan shall contain not less than 1,400 square feet of living space on one or more floors measured from the exterior dimensions of the structure. These measurements shall exclude all porches, decks, enclosed patios, garages and out buildings, and also excluding basements and attics when used solely as storage areas. All dwellings shall also have an attached or integral garage.

(h) Exterior Finishes. All dwellings in the Plan shall be finished with suitable exterior building materials approved by the Board of Directors which shall extend to the grade, with no exposed concrete or concrete block foundation.

(i) Landscaping. All areas disturbed in connection with construction shall, at the expense of the Owner, be landscaped and seeded or planted with ground cover that will blend with the area to a minimum distance of thirty (30) feet from the rear of the house. This seeding or sodding shall be done within six (6) months or next immediate growing season after erection of a house on the lot, whichever comes first. Each Owner shall install a minimum of two (2) trees within the front yard of the Owner's lot. All trees over six (6) inches in diameter remaining on the site after construction shall remain undisturbed unless located in a homesite or driveway.

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(j) Lighting. Each Owner shall install within the front yard of his lot a minimum of 10 feet from the road an exterior post lamp with gas or electric light, which, at the request of the Board of Directors, shall be kept on from dusk to dawn, and the design of which shall be approved in advance by the Declarant or the Board of Directors.

(k) Mailboxes. Each Owner shall install within the front yard along the road, or such other place as shall be designated by the United States postal authorities, a mailbox on a post. The design and style of the mailbox and post shall be subject to the prior approval of the Declarant or the Board of Directors.

(l) Vehicle Storage. No boat, boat trailer, commercial vehicle, mobile home, house trailer, motorcycle or other recreational vehicle, or any broken down automobile, truck or other vehicle, shall be parked or stored exposed on any lot for more than two (2) consecutive weeks.

(m) Driveway. Unless approved as part of a recorded subdivision plan, no Lots shall be permitted to have driveway access onto pre-existing Cranberry Township roads. Driveway access for all Lots shall be from internal roads within the Properties.

(n) Satellite Dishes. No satellite dish larger than two (2) feet in diameter, or ground or house antenna larger than two (2) feet in any one dimension may be installed on any Lot or building within the Plan.

(o) Fences. No fence, wall or other yard enclosure may be erected, placed or altered on any Lot without the prior written approval of the Board of Directors.

(p) Swimming Pools. No above-ground pool may be installed on any Lot in the Plan.

(q) Construction Equipment. Inactive construction equipment or construction vehicles may not be stored in the open where they can be seen from any occupied residence in the phase once fifty (50%) percent of the residences in the phase have been occupied. Construction equipment which is in daily use shall not be considered "inactive".

(r) Debris and Rubbish. All debris resulting from excavation, construction or grading of each Lot must be removed by the contractor, builder or the Owner of the Lot by the time of completion of the work to which it is incidental. No debris, rubbish or scrap material may be placed or dumped on another Lot in the Plan.

(s) Window Air Conditioning Units. No window air conditioning units may be installed on any windows of any building, which windows face the street.

(s) Maintenance of Common Area. The Community shall be responsible for maintenance of any Common Areas.

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(t) Protection of Common Area and Landscape Buffer. The Common Area and landscape buffer shall be perpetually protected from residential commercial development and be preserved as Common Area or landscape buffer. In addition, the trees within the Common Area and landscape buffer shall be perpetually protected with the prohibition of logging or felling of healthy, live trees and any trees therein which die shall be replaced by the landowner with seedlings or otherwise. In addition, all owners of Lots that include landscape buffers shall perpetually protect the trees contained therein and are prohibited from logging or felling of healthy, live trees and must replace any trees, with seedlings or otherwise, that may die.

ARTICLE IX
CONTROLLED FACILITIES

1. Controlled Facilities. Except to the extent set forth in Article VIII - Use Restrictions, above, dealing with Lots and their improvements, including but not limited to, Living Units, the Community has no "controlled facilities" as defined in the Act.

2. Limited Common and Controlled Facilities. The Community has no "limited common facilities", "limited controlled facilities", or "limited common expenses" as defined in the Act, nor are there any common facilities and controlled facilities not within the boundaries of any convertible real estate which may be allocated subsequently as limited common facilities or limited controlled facilities.

3. Flexible Planned Community. (a) Declarant reserves the right to create Lots, limited common elements, as defined in the Act, or both, within convertible real estate, to add additional real estate and to withdraw withdrawable real estate from the Community.

(b) The rights reserved above in Section 3(a) will lapse seven (7) years after the date of the recording of this Declaration, or after the date of conveyance by the Declarant of the last Lot in the Community, whichever first occurs.

(c) There are no limitations, other than limitations created by or imposed by operation of law, or the Declarant rights reserved under Section 3(a) above.

(d) The interest in the Community, relative voting strength in the Community and share of common expenses liability of each Lot in the Community at the time this Declaration is recorded may be increased or decreased by Declarant pursuant to exercise of its rights under Section 3(a) above, based on one Lot, one vote, one share proportionality.

(e) Convertible real estate shall be as described on Exhibit B as Common Area. Additional real estate is real estate not owned by Declarant at the time of the recording of this Declaration, but that may be acquired by Declarant after such time, which real estate

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must be contiguous to the Property described on Exhibit A. Withdrawable real estate is any real estate described on Exhibit A.

(f) (1) No assurances are made by the Declarant as to the boundaries of or order in which real estate may be converted, added or withdrawn.

(2) If any portion of convertible, additional or withdrawable real estate is converted, added or withdrawn, no other real estate is required to be converted, added or withdrawn.

(g) There is no limit to the number of Lots that may be created within any additional or convertible real estate or within any portion of either. All of such additionally created Lots will be exclusively for residential use.

(h) All of such additionally created Lots shall have improvements which will be compatible with the other improvements in the Community in terms of architectural style, size, quality of construction, and principal materials employed in construction.

(i) All restrictions in this Declaration affecting use, occupancy and alienation of Lots will apply to Lots created within any convertible or additional real estate.

(j) No assurances are made as to other improvements and limited common elements that may be made or created upon or within each portion of any additional or convertible real estate.

(k) No assurances are made with respect to any limitations as to the locations of any buildings or other improvements that may be made within convertible or additional real estate.

(l) No assurances are made with respect to any limited common elements created within any convertible or additional real estate that they will be of the same general types and sizes as those within other parts of the Community.

(m) No assurances are made that the proportion of limited common elements to Lots created within convertible or additional real estate will be approximately equal to the proportion existing within other parts of the Community.

(n) None of the foregoing assurances, if any, apply if real estate is not added or withdrawn from the Community.

ARTICLE X
GENERAL PROVISIONS

1. Enforcement. The Community, or any Member, shall have the right to enforce, in accordance with the Act, by any proceeding at law or in equity, all restrictions,

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conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Community or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

2. Severability and Construction. 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. References in this document to the plural include the singular, and the singular the plural. References in this document to "his" shall mean "her" when applicable and reference to "it" shall mean "him" or "her" when applicable.

3. Amendment. (a) The Declaration may be amended: (1) by an instrument signed by Owners owning not less than sixty-seven percent (67%) of all Lots and by the Declarant (until such time as the Declarant no longer owns any Lots in the Community), or (2) in such other manner as is permitted under the Act. Any amendment must be recorded and takes effect immediately upon recordation.

(b) The Board of Directors of the Community shall have the power pursuant to §5219(f) of the Act to amend this Declaration.

4. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Community, this Declaration shall control.

5. Termination. The Community may be terminated as provided in the Act.

6. Recording Data. The recording data for recorded easements and licenses appurtenant to or included in the Community or to which any portion of the Community is subject as of the date of this Declaration is set forth on Exhibit C, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 17th day of November, 1997.

Attest:

Secretary

Coolidge Development Partners
By: Havenhurst Corporation, general partner

By: William E. Hunt
~~President~~ Chairman

Attest:

Secretary

By: DGM Development Corp., general partner

By:
President

[Seal]

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 17th day of November, 1997, before me, a notary public, the undersigned officer, personally appeared William E. Hunt, Chairman of Havenhurst Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jean Ann Furlan
Notary Public

My Commission Expires:

Notarial Seal
Jean Ann Furlan, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 9, 1999
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 18th day of November, 1997, before me, a notary public, the undersigned officer, personally appeared Denis J. Doven, President of DGM Development Corp., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Jean Ann Furlan
Notary Public

My Commission Expires:

Notarial Seal
Jean Ann Furlan, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 9, 1999
Member, Pennsylvania Association of Notaries

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Declaration of Covenants, Conditions and Restrictions
by
Coolidge Development Partners
for Winchester Lakes

Exhibit A

The Property

1. All that certain parcel of land situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania being Lot 1 in the Guardian Oak Plan recorded in Plan Book Volume 65, page 27, more particularly bounded and described as follows:

   Beginning at the northwest corner of Lot 2 common with the expanded easterly right-of-way line of Graham School Road, T-304, and the southwest corner of Lot 1 hereinafter described; thence along said right-of-way line North 22° 09' 48" East, 146.50 feet to the southerly line of Lot 1018 in the E. H. Shouse Plan No. 10, Plan Book Volume 74, page 45; thence along the southerly line of Lots 1018, 1017 and 1016 in said Shouse Plan North 77° 11' 53" East, 680.40 feet to lands of Coolidge Development Partners (formerly the Estate of Vera M. Shouse, Deed Book Volume 977, page 472); thence along said line of Coolidge Development Partners South 24° 45' 19" West, 308.75 feet to the northeast corner of Lot 2; thence along the northerly line of Lot 2, South 89° 24' 39" West, 589.50 feet to the point of beginning.

   Containing an area of 2.826 acres.

   BEING now or formerly designated as Tax Parcel No. 130-S6-E1 in the Tax Assessment Office of Butler County, Pennsylvania.

   Being part of the property which Philip P. Gavasto and Kathleen P. Gavasto, husband and wife, granted and conveyed to Paul S. Fleck and Erika S. Fleck, husband and wife, by deed dated September 5, 1973 and recorded in Deed Book Volume 976, page 789, and conveyed by Paul S. Fleck and Erika S. Fleck by deed dated May 27, 1997, and recorded May 30, 1997, in Deed Book Volume 2742, page 988.

2. The following five parcels of land situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania:

   FIRST: Being part of Deed Book Volume 977, page 472, all of Lot 601 in the E. H. Shouse Plan No. 6, all of the proposed 50 foot

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street between Lots 1 and 2 in the E. H. Shouse Plan No. 1 recorded in PBV 58, page 27 and all of Lot 1002 in the E. H. Shouse Plan No. 10 recorded in PBV 74, page 45, more particularly bounded and described as follows:

BEGINNING at an iron pin found at the southwesterly corner of Lot No. 303 in the E. H. Shouse Plan No. 3, recorded in PBV 62, page 4; thence along the southerly line of said E. H. Shouse Plan No. 3 and the southerly line of E. H. Shouse Plan No. 1 recorded in PBV 58, page 27, South 76°38'51" East, a distance of 567.58 feet to a point; thence along the easterly line of Lot No. 2 in the above referenced E. H. Shouse Plan No. 1 North 65°58'33" East, a distance of 390.39 feet (passing through an iron pin at a distance of 135.29 feet) to a point; thence continuing along said Lot No. 2 by an arc curving to the left, have a radius of 25.00 feet, an arc distance of 25.04 feet, and a chord bearing and distance of North 37°16'36" East, 24.01 feet to a point on the southwesterly 50 foot right-of-way line of Unionville Road; thence along said right-of-way line of Unionville Road South 22°50'27" East, a distance of 79.94 feet to a point at the northeasterly corner of Lot No. 1 in the above referenced E. H. Shouse Plan No. 1; thence leaving said right-of-way line of Unionville Road and along the westerly line of Lot No. 1 the following two courses and distances: first, by an arc curving to the left and having a radius of 25.00 feet, an arc distance of 32.59 feet, and a chord bearing and distance of North 76°41'01" West, 30.33 feet; thence South 65°58'33" West, a distance of 325.51 feet to a point; and thence along the southwesterly line of said Lot No. 1 South 22°50'27" East, a distance of 150.00 feet to an iron pin found at the northwesterly corner of Lot No. 2 in the Carl and Evalyn Ruth Leonberger Plan, recorded in PBV 168, page 34; thence along the southwesterly line of said Leonberger Plan, South 12°18'43" West, a distance of 222.75 feet to an iron pin found at the southwesterly corner of Lot No. 1 in said Leonberger Plan and common with the northerly line of the Traco, Inc. subdivision plan recorded in PBV 147, pages 29 and 30; thence along the said northerly line North 86°23'37" West, a distance of 108.43 feet to a point; thence along the westerly line of the Traco, Inc. Plan and crossing a 200 foot wide Allegheny Power Systems right-of-way, South 04°01'13" West, a distance of 955.53 feet to a point at the northwesterly corner of lands now or formerly of Eugene D. and Mary L. Graham recorded in DBV 1029, page 793; thence along the northerly line of lands now or formerly of Graham, and crossing a 200 foot wide Allegheny Power Systems right-of-way, South 86°11'41" West, a distance of 2076.44 feet to the southeasterly corner of Lot No. 401 in the E. H. Shouse Plan No. 4 recorded PBV 62, page 5; thence along the easterly line of said Lot No. 401, North 02°38'57" West, a distance of 211.88 feet to a point; thence along the northerly line of said Lot No.

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401, North 89°38'05" West, a distance of 59.75 feet to a point common with lands now or formerly of Eugene D. and Mary L. Graham recorded in DBV 1029, page 793; thence along lands now or formerly Graham the following six courses and distances:

North 07°36'03" East, a distance of 110.08 feet to a point; thence

North 32°06'03" East, a distance of 130.68 feet to a point; thence

North 23°21'03" East, a distance of 255.75 feet to a point; thence

North 30°36'03" East, a distance of 260.04 feet to a point; thence

North 32°06'03" East, a distance of 331.66 feet to a point; thence

North 86°36'48" West, a distance of 1040.81 feet to a point common with the southeasterly corner of Lot No. 2 in the Guardian Oak Plan recorded in PBV 65, page 27; thence along the easterly line of the said Guardian Oak Plan North 24°45'19" East, a distance of 523.52 feet to the southeast corner of Lot 1014 in the E. H. Shouse Plan No. 10 recorded in PBV 74, page 45; thence along the southerly line of said Shouse Plan No. 10 the following courses and distances:

North 23°48'52" West, a distance of 136.41 feet to a point; thence

North 61°32'12" East, a distance of 300.00 feet to a point (passing through an iron pin at a distance of 199.83 feet); thence

North 73°41'11" East, a distance of 97.58 feet to a point; thence

South 65°49'52" East, a distance of 501.21 feet to a point (passing through iron pins at distances of 100.02 feet, 200.03 feet, and 300.00 feet) on the southerly line of a 50 foot right-of-way in said Plan No. 10; thence along said right-of-way line South 74°51'57" East, a distance of 50.00 feet to a point; thence along the easterly line of said right-of-way North 15°08'03" East, a distance of 90.85 feet to a point; thence continuing along lots in said Plan No. 10 and along lands now or formerly Earl H. and Vera M. Shouse, South 78°50'22" East, a distance of 156.09 feet (passing through an iron pin at a distance of 155.77 feet)

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to the southeasterly corner of Lot 1003 of the above referenced E. H. Shouse Plan No. 10; thence along the easterly line of said Lot 1003 North 11°09'38" East, a distance of 363.00 feet to a point on the southerly 50 foot right-of-way line of Unionville Road; thence along said right-of-way line South 78°50'22" East, a distance of 120.00 feet to the northwesterly corner of Lot 1001 of said E. H. Shouse Plan No. 10; thence along the westerly line of said Lot 1001, South 11°09'38" West, a distance of 363.00 feet to the southwesterly corner of said Lot 1001 and the aforementioned lands now or formerly Earl H. and Vera M. Shouse recorded in DBV 977, page 472; thence along the southerly line of said Lot 1001 and said lands now or formerly of Earl H. and Vera M. Shouse, South 78°50'22" East, a distance of 436.83 feet to a point on the westerly line of Lot No. 701 in the E. H. Shouse Plan No. 7 recorded in PBV 67, page 19; thence along said line of Lot No. 701 South 11°31'59" West, a distance of 148.05 feet to the southwest corner of Lot 701; thence along the southerly line of Lot No. 701 and the southerly line of the above referenced E. H. Shouse Plan No. 3 North 89°43'39" East, a distance of 502.70 feet to an iron pin (passing through an iron pin at a distance of 377.80 feet) at the POINT OF BEGINNING.

Containing an area of 86.534 acres.

Being now or formerly designated as part of tax parcel 4F-108-2, part of tax parcel 130-S9-E, all of tax parcel 4F-208-2F and all of tax parcel 4F-108-1B.

SECOND: Being Lots 1016, 1017 and 1018 in the E. H. Shouse Plan No. 10, more particularly bounded and described as follows:

BEGINNING at the southwest corner of Lot 1018; thence along the easterly right-of-way line of Graham School Road, T-304, North 21°56'48" East, 326.93 feet; thence along same North 19°29'38" East, 127.54 feet to the southwest corner of Lot 1015 in said plan; thence along the southerly line of Lot 1015 South 68°03'12" East, 344.49 feet to the southwesterly line of Lot 1014 in said plan; thence along the southwesterly line of Lot 1014 South 51°13'39" East, 229.87 feet to the southeast corner of Lot 1014 common with the westerly line of other lands of the Grantor (described in Parcel One above) and the northeast corner of Lot 1 in the Guardian Oak Plan of Lots recorded in PBV 65, page 27; thence along the northerly line of Lot 1 in the Guardian Oak Plan South 77°11'53" West, 680.40 feet to the POINT OF BEGINNING.

Containing an area of 3.182 acres.

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Being now or formerly part of tax parcel 130-S9-E.

THIRD: Being a strip of land lying between Lots 1003 and 1004 in the E. H. Shouse Plan No. 10 recorded in PBV 74, page 45, more particularly bounded and described as follows:

BEGINNING at the northeast corner of Lot 1004 common with the southerly right-of-way line of Unionville Road, and being the northwest corner of the parcel hereinafter described; thence along said right-of-way of Unionville Road by a curve to the left, radius 1525.00 feet, an arc distance of 117.34 feet to a point at the northwest corner of Lot 1003; thence along the westerly line of Lot 1003 by a curve to the left and concave to the southeast, radius 35.00 feet, an arc distance of 53.63 feet; thence along westerly line of Lot 1003 for 331.96 feet and other lands of the Grantor (described in Parcel One above) for 90.85 feet, South 15°08'03" West, a total distance of 422.81 feet; thence along the northerly line of other lands of the Grantor herein (described in Parcel One above) North 74°51'57" West, 50.00 feet to the southeast corner of Lot 1004; thence along the easterly line of Lot 1004 North 15°08'03" East, 422.81 feet; thence along same by a curve to the left, radius 35.00 feet, an arc distance of 53.63 feet to the POINT OF BEGINNING.

Containing an area of 0.535 acre.

This strip of land is not assessed--it is shown on tax map as a street.

FOURTH: Being Lot 508 in the E. H. Shouse Plan No. 5, recorded in PBV 62, page 6 being more particularly bounded and described as follows:

BEGINNING at the southwest corner of Lot 507 common with the northerly right-of-way line of Unionville Road and the southeast corner of Lot 508 hereinafter described; thence along the northerly right-of-way line of Unionville Road North 69°24'45" West, 125.00 feet to the southeast corner of Lot 509; thence along the easterly line of Lot 509 North 16°28'55" West, 671.92 feet to the southerly line of lands now or formerly of Builders Enterprize; thence along said line of Builders Enterprize North 89°54'26" East, 185.00 feet to the northwest corner of Lot 507; thence along the westerly line of Lot 507 South 10°06'00" East, 699.41 feet to the POINT OF BEGINNING.

Containing an area of 2.231 acres.

COPY

Being now or formerly part of tax parcel 130-S9-D.

SUBJECT to two 20 foot wide drainage easements as shown on the E. H. Shouse Plan No. 5.

FIFTH: Being Lot 510 in the E. H. Shouse Plan No. 5, recorded in PBV 62, page 6, more particularly bounded and described as follows:

BEGINNING at the southwest corner of Lot 509 common with the northerly right-of-way line Unionville Road, T-326, and the southeast corner of Lot 510 hereinafter described; thence along the northerly right-of-way line of Unionville Road by a curve to the left, radius 323.15 feet, an arc distance of 125.00 feet to the southeast corner of Lot 511; thence along the easterly line of Lot 511 North 28°22'30" West, 711.98 feet to a monument on the southerly line of lands now or formerly of Builders Enterprize; thence along said line of Builders Enterprize North 89°54'26" East, 201.51 feet to the northwest corner of Lot 509; thence along the easterly line of Lot 509 South 23°01'25" East, 665.41 feet to the POINT OF BEGINNING.

Containing an area of 2.349 acres.

SUBJECT to two 20 foot wide drainage easements as shown on the E. H. Shouse Plan No. 5.

Being now or formerly part of tax parcel 130-S9-D.

3. Excluded from the Property as described in paragraphs 1 and 2 shall be the following:

METES AND BOUNDS DESCRIPTION OF A
STRIP OF LAND LYING BETWEEN LOTS 1003 AND 1004 IN THE
E. H. SHOUSE PLAN NO. 10, RECORDED IN PBV 74, PAGE 45
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS

BEGINNING at the northeast corner of Lot 1004 common with the southerly right-of-way of Unionville Road, and being the northwest corner of the parcel hereinafter described; thence along said right-of-way of Unionville Road by a curve to the left, radius 1525.00 feet, an arc distance of 117.34 feet to a point at the northwest corner of Lot 1003; thence along the westerly line of Lot 1003 by a curve to the left and concave to the southeast, radius 35.00 feet, an arc distance of 53.63 feet; thence along westerly line of Lot 1003 South 15°08'03" West, 422.81 feet to lands now or formerly Coolidge Development Partners - Parcel C (PBV 203, pages 38 and 39); thence along the northerly line of said lands

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now or formerly Coolidge Development Partners North 74°51'57" West, 50.00 feet to the southeast corner of Lot 1004; thence along easterly line of Lot 1004 North 15°08'03" East, 422.81 feet; thence along same by a curve to the left, radius 35.00 feet, an arc distance of 53.63 feet to the POINT OF BEGINNING.

Containing an area of 0.535 acre.

* * *

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Declaration of Covenants, Conditions and Restrictions
by
Coolidge Development Partners
for Winchester Lakes

Exhibit B

Common Area

METES AND BOUNDS DESCRIPTION OF LANDS OF
PARCEL B AND PARCEL D
PHASE ONE -- OPEN SPACE
WINCHESTER LAKES PLAN OF LOTS

All that certain parcel of land situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, being Parcels B and D, Phase One Open Space in the Winchester Lakes Plan of Lots, and being part of Parcel C in the Winchester Lakes Land Plan, PVB 203, pages 38 and 39, more particularly bounded and described as follows:

PARCEL B: BEGINNING at a point on the southerly right-of-way line of Water View Drive common with the northwest corner of Lot 1 in the E. H. Shouse Plan No. 1, PBV 58, page 27 being lands now or formerly Edward D. and Ellen G. Dimarzio (DBV 1447, page 132); thence along the westerly line of said Lot No. 1 South 22°50'27" East, 150.00 feet to a re-bar; thence along the westerly line of lands of Carl and Evelyn Ruth Leonberger (DBV 903, page 59 and DBV 168, page 34) South 12°18'43" West, 222.75 feet to an iron pipe on the northerly line of lands now or formerly of Pennsylvania Power Company (DBV 2533, page 890); thence along said northerly line North 86°23'37" West, 108.43 feet to a re-bar; thence along the westerly line of lands now or formerly of the Pennsylvania Power Company South 04°01'13" West, 558.41 feet; thence through said Parcel C and along the southerly line of the parcel herein described North 71°56'41" West, 519.19 feet; thence through and along same North 71°56'41" West, 357.02 feet to the southeast corner of Lot 115 in said Winchester Lakes Plan of Lots; thence along the southerly line of Lots 115 through 101 in said Winchester Plan of Lots the following eight courses and distances:

North 12°12'11" West, 14.24 feet;
North 48°20'34" East, 397.99 feet;

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North 76°53'43" East, 108.17 feet;
South 88°27'38" East, 160.02 feet;
North 76°13'44" East, 220.20 feet;
North 66°48'32" East, 205.86 feet;
North 12°18'43" East, 60.70 feet; and
North 22°50'12" West, 133.13 feet to the said southerly line of Water View Drive; thence along the southerly line of Water View Drive North 65°58'33" East, 50.00 feet to the point of beginning.

Containing an area of 8.461 acres.

PARCEL D. BEGINNING at a point on the northerly right-of-way line of Water View Drive common with the southeast corner of Lot 3 in the E. H. Shouse Plan No. 1, PBV 58, page 27; thence along said northerly right-of-way line of Water View Drive South 65°58'33" West, 81.95 feet; thence along the northerly line of Lots 129 through 119 the following five courses and distances:

North 76°38'51" West, 469.72 feet;
South 78°43'27" West, 212.50 feet;
South 60°58'30" West, 214.97 feet;
South 46°23'45" West, 304.30 feet; and
South 29°35'01" East, 203.58 feet to the northerly line of Water View Drive; thence along said northerly line of Water View Drive by a curve to the right, radius 425.00 feet, an arc distance of 40.06 feet; thence along the easterly line of Lot 118 North 29°35'01" West, 208.38 feet; thence along the northerly line of Lots 118 through 116 South 68°21'37" West, 226.68 feet; thence through Parcel C in the said Winchester Lakes Plan the following five courses and distances:

South 69°03'53" West, 12.84 feet;
North 29°28'43" West, 91.37 feet;
North 55°34'45" East, 112.58 feet;
North 56°24'05" East, 278.06 feet; and
North 51°26'32" East, 352.69 feet to the southerly line of the E. H. Shouse Plan No. 7, PBV 67, page 19; thence along said southerly line of Shouse Plan No. 7, North 89°43'39" East, 303.16 feet; thence along the southerly line of the Shouse Plan No. 7 and Shouse Plan No. 1 South 76°38'51" East, 567.58 feet to the POINT OF BEGINNING.

Containing an area of 3.466 acres.

* * *

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Declaration of Covenants, Conditions and Restrictions
by
Coolidge Development Partners
for Winchester Lakes

Exhibit C

Recorded Easements and Licenses

1. Coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed, excepted or reserved by instruments of record.

2. The following oil and gas leases granted to:

(a) Edward Dambach from Albert Graham, dated August 18, 1890, and recorded in Butler County Recorder of Deeds Deed Book Volume 153, page 194.

(b) Edward Dambach from Frank Lucy, dated August 18, 1890, and recorded in Deed Book Volume 153, page 202.

(c) Edward Dambach from Frank Lucy, dated November 7, 1890, and recorded in Deed Book Volume 153, page 199.

(d) Dr. A. V. Cunningham, Sr., from Frank Lucy, dated May 7, 1902, and recorded in Deed Book Volume 204, page 146.

(e) John Snyder & Co., from Albert Graham, dated September 23, 1893, and recorded in Deed Book Volume 153, page 197.

(f) Joseph V. Sharp from John Lucey, et al., dated June 1, 1920, and recorded in Deed Book Volume 376, page 116.

(g) William Robinson and George Crea from Henry Leonberg, dated July 23, 1934, and recorded in Deed Book Volume 477, page 263.

(h) A. J. Degenther from Henry Leonberg, dated September 11, 1930, and recorded in Deed Book Volume 464, page 348.

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(i) T. W. Phillips from Albert Graham, dated June 10, 1889, and recorded in Deed Book Volume 125, page 159.

(j) A. V. Cunningham from Wesley Graham, dated March 5, 1894, and recorded in Deed Book Volume 150, page 457.

(k) E. Dambach from Wesley Graham, dated August 18, 1890, and recorded in Deed Book Volume 153, page 192.

3. The following rights of way granted to:

(a) Pennsylvania Power Company by instrument from Henry Leonberg, dated September 7, 1938, and recorded in Deed Book Volume 496, page 154.

(b) New York State Natural Gas Company by instrument from Earl H. Shouse, et ux., dated November 15, 1950, and recorded in Deed Book Volume 606, page 173.

(c) Municipal Sewer and Water Authority of Cranberry Township by instrument from Vera M. Shouse, widow, dated October 3, 1983, and recorded in Deed Book Volume 1177, page 313.

(d) Municipal Sewer and Water Authority of Cranberry Township by instrument from Vera M. Shouse, widow, dated October 3, 1983, and recorded in Deed Book Volume 1177, page 327.

(e) Pennsylvania Power Company and North Pittsburgh Telephone Company by instrument from Earl H. Shouse, dated January 8, 1975, and recorded in Deed Book Volume 1000, page 822.

(f) Pennsylvania Power Company and North Pittsburgh Telephone Company by instrument from Earl H. Shouse, dated March 8, 1973, and recorded in Deed Book Volume 965, page 556.

(g) West Penn Power Company by instrument from Earl H. Shouse, dated September 26, 1972, and recorded in Deed Book Volume 957, page 874.

(h) Pennsylvania Power Company and North Pittsburgh Telephone Company by instrument from Earl H. Shouse, dated March 30, 1979, and recorded in Deed Book Volume 1092, page 30.

(i) Pennsylvania Power Company and North Pittsburgh Telephone Company by instrument from Earl H. Shouse, dated February 2, 1979, and recorded in Deed Book Volume 1088, page 78.

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4. Restrictive Covenants and Conditions executed by Earl H. Shouse, dated May 25, 1972, and recorded in Deed Book Volume 950, page 883.

5. Twelve foot wide right of way as set forth in Deed Book Volume 542, page 85 and recorded in Deed Book Volume 316, page 281.

6. The E. H. Shouse Plan of Lots No. 5, Plan Book Volume 62, page 6.

7. The E. H. Shouse Plan of Lots No. 10, Plan Book Volume 74, page 45.

8. Right-of-way Agreement between West Penn Power Company (now Allegheny Power Systems) and E. H. Shouse and Vera M. Shouse, dated September 26, 1972, recorded in Deed Book 957, page 874.

9. E. H. Shouse Plan No. 1, Plan Book Volume 58, page 27.

10. The Guardian Oak Plan, Plan Book Volume 65, page 27.

11. Restrictive covenants set forth in deed from Earl H. Shouse, et. ux., to Philip P. Gavasto, et. ux., dated June 30, 1970, and recorded in Deed Book Volume 921, page 159.

12. Sewer line easement dated April 11, 1997, granted by Eugene Graham and May Louise Graham to the Municipal Sewer and Water Authority of Cranberry Township, recorded on April 22, 1997, in the Butler County Recorder of Deeds at Book 2730, page 89.

13. Such other matters as may be of record.

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