

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MALLARD LANDING

This Amendment made this 25th day of September, 1991 by DAVID L. DELO and KATHLEEN M. DELO (hereinafter referred to as "Developer").

WHEREAS, Developer recorded a Declaration of Covenants, Conditions and Restrictions for Mallard Landing on August 30, 1991 which were recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 8555, Page 300; and

WHEREAS, Developer desires to amend said Covenants; and

WHEREAS, ~~all owners of lots in Mallard Landing have joined in~~
this Amendment.

NOW, THEREFORE, intending to be legally bound hereby, Developer hereby amends the Declaration of Covenants for Mallard Landing as follows:

1. Article IV, Section 4 is hereby amended to read as follows:

"Section 4. Maximum Annual Assessment. Until January 1 of the year following the conveyance of the first lot to an owner, the maximum General Assessment shall be forty (\$40.00) dollars per month for each lot containing a townhouse or other attached dwelling. Further assessments shall be made proportionally. The General Assessment may not thereafter be increased more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the majority of the membership present in person or in proxy at the annual association meeting or a special meeting called for that purpose. Increases up to that amount may be made by the Board of Directors without the consent of the membership. In addition, the Board may impose charges for the use of the community recreational facilities over and above the regular General Assessment."

2. Article IV, Section 2 (c) is hereby amended to read as follows:



Section 2. Purpose of Assessments. The assessments levied by the Association shall be used: (a) to promote the recreation, health, safety and welfare of the residents of the Property; (b) for the improvement and maintenance of the Common Property and Common Areas; (c) for exterior maintenance of the homes situate on the Property as follows: lawn care, grass cutting, landscaping, snow removal from common areas, cleaning gutters and downspouts, roof repairs; (d) for the payment of taxes and insurance on and the repair, replacement and additions to the Common Property; (e) for the cost of labor, equipment, materials, management and supervision; (f) for trash removal; (g) with respect to buildings containing more than one Unit, assessments may be used for exterior maintenance and repair and for upkeep, repair, maintenance, improvement or replacement of all facilities used in common by more than one Unit; and (h) for reserves.

3. Except as amended herein, the provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions are ratified and confirmed as recorded.

WITNESS the due execution hereof the day and year first above written.

WITNESS:


Cindy L. DeLo


DAVID L. DELO

KATHLEEN M. DELO

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS: .

On the 25 day of Sept., A.D., 1991, before me, a notary public, the undersigned officer, personally appeared David L. Delo and Kathleen M. Delo, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

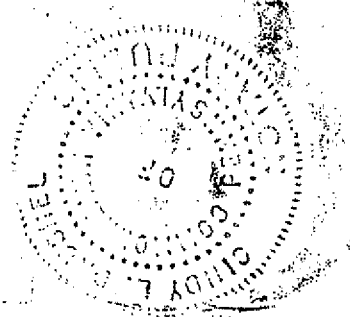
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cindy L. Drushel

Notary Public


My Commission Expires:

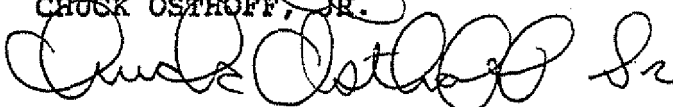
NOTARIAL SEAL
CINDY L. DRUSHEL, NOTARY PUBLIC
HAMPTON TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 28, 1991
Member, Pennsylvania Association of Notaries




JOINDER

THE undersigned, being the owners of Parcel C, Lots 1, 2, 3 and 4 in the Mallard Landing Plan of Lots hereby consent to the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions.


 CHUCK OSTHOFF, SR.


 CHUCK OSTHOFF, SR.


 GLENNA OSTHOFF

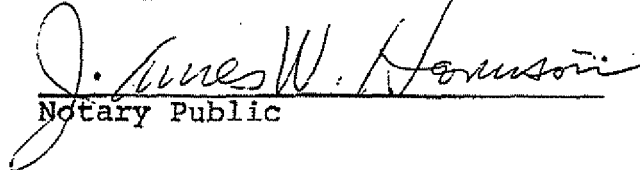
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ACKNOWLEDGEMENT

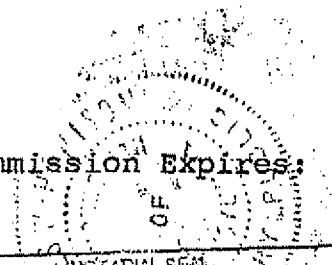
COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On the 25th day of Sept, A.D., 1991, before me, a notary public, the undersigned officer, personally appeared Chuck Osthoff, Jr., Chuck Osthoff, Sr. and Glenna Osthoff, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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


 Notary Public

My Commission Expires:


 NOTARIAL SEAL
 JAMES W. HARRISON, NOTARY PUBLIC
 RICHLAND TWP., ALLEGHENY COUNTY
 MY COMMISSION EXPIRES NOV. 29, 1991
 Member, Pennsylvania Association of Notaries

SEP 27 91 11 18 AM '91

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MALLARD LANDING

FROM: DAVID L. DELO and
KATHLEEN M. DELO

12.50

FB 707

COUNTY OF
ALLEGHENY, PA

OCT 1 1991

DEED
REGISTRY

Mail to:

Jay D. Glasser, Esquire
PIETRAGALLO, BOSICK & GORDON
Attorneys at Law
THE THIRTY-EIGHTH FLOOR
ONE OXFORD CENTRE
PITTSBURGH, PA 15219

Phone (412) 772-2000

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

SEP 27 11 16 AM '91



STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 27th
DAY OF September A.D. 19 91 IN Deed
BOOK VOL. 8573 PAGE 346 WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

Michael A. Della Vecchia

RECORDER

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MALLARD LANDING

This Amendment made this 31st day of October, 1991 by DAVID L. DELO and KATHLEEN M. DELO (hereinafter referred to as "Developer").

WHEREAS, Developer recorded a Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Mallard Landing on August 30, 1991 in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 8555, Page 300; as amended by the First Amendment thereto dated September 25, 1991 and recorded in Deed Book Volume 8573, Page 346; and *LOCATED IN HAMPTON TWP*

WHEREAS, Developer desires to amend said Declaration; and

WHEREAS, all owners of lots in Mallard Landing have joined in this Amendment.

NOW, THEREFORE, intending to be legally bound hereby, Developer hereby amends the Declaration as follows:

1. Attached hereto is Exhibit "C", which was omitted from the Declaration.

2. Article II, Section 2 is hereby amended to read as follows:

Section 2. Class B. Class B Member(s) shall be the Developer and/or any successor or assign who takes title for the purpose of development, construction of townhouse units, and/or sale of completed units, provided, however, that unless the Developer assigns these Class B voting rights in the deed to the builder or developer, the purchaser will only receive Class A voting rights. The Class B members shall be entitled to three (3) votes for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership, upon the happening of the earliest of the following events:

- (a) when the total of the Class A votes outstanding equals the total votes outstanding in the Class B membership; or
- (b) seven (7) years after the first lot is conveyed; or
- (c) when in its discretion the Developer so determines.

From and after the happening of the first of these events the Class B members shall be deemed to be Class A members entitled to one vote for each Unit owned as set forth in the preceding paragraph.

3. Article IV is hereby amended to read as follows:

Article IV. Covenant for Assessments. Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot or Unit by the acceptance of a deed therefor, 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) General Assessments or charges; and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) assessments against particular units for fines or other charges. The said 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, in addition, 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 not be personally liable for such delinquent assessment unless expressly assuming that obligation, notwithstanding the continuing lien against the Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used: (a) to promote the recreation, health, safety and welfare of the residents of the Property; (b) for the improvement and maintenance of the Common Property and Common Areas; (c) for exterior maintenance of the homes situate on the Property as follows: lawn care, grass cutting, landscaping, snow removal from common areas, cleaning gutters and downspouts, roof repairs; (d) for the payment of taxes and insurance on and the repair, replacement and additions to the Common Property; (e) for the cost of labor, equipment, materials, management and supervision; (f) for trash removal; (g) with respect to buildings containing more than one Unit, assessments may be used for exterior maintenance and repair and for upkeep, repair, maintenance, improvement or replacement of all facilities used in common by more than one Unit; and (h) for reserves.

Section 3. General Assessments.

(a) The General Assessment shall be established annually on a calendar year basis by the Board of Directors and shall commence on the first day of the month following conveyance of the

Lot or Unit from the Developer to an Owner (other than a builder who takes title for the purpose of construction units on the Lot). Assessments shall be collected and paid in such installments as may be set by the Board of Directors. The Developer, or any mortgagee, builder or other successor in interest who takes title for the purpose of completing or continuing development, shall not be assessed for any vacant lots or unoccupied units. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount. Any amount accumulated in excess of the amounts required for actual expenses and reserves shall be credited to each owner according to the number of months the owner was assessed in that year and shall be applied to their next installments, until exhausted. Any net shortages shall be added, using the same formula, to the installments due in the succeeding six (6) months.

(b) It shall be the duty of the Board at least thirty (30) days prior to the end of the Association's accounting year to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be mailed by United States Mail, first class postage prepaid, or otherwise delivered to each member at least thirty (30) days prior to the effective date of the increase. The new budget and the new assessment shall become effective unless disapproved at a special meeting called for that purpose by vote of at least fifty-one (51%) percent of each class of the total Association membership, including Class B members.

(c) In the event the Board is delayed in preparing a new budget, the Owners shall continue to pay the Monthly Assessments at the rate established for the previous period until the new rate shall be determined.

(d) No action shall be taken by the Board or the Association which will limit the rights of the members to the use of the Common Property, or cause an increased assessment, without the affirmative vote of a majority of each class of members.

(e) The Association 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.

Section 4. Maximum Annual Assessment. Until January 1 of the year following the conveyance of the first Lot to an owner, the maximum General Assessment shall be Forty (\$40.00) Dollars per month for each Lot containing a townhouse or other attached dwelling. Further assessments shall be made proportionately. The General Assessment may not thereafter be increased more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the majority of the membership present in person or by proxy at the annual association meeting or a special meeting called for that purpose. Increases up to that amount may be made by the Board of Directors without the consent of the

membership. In addition, the Board may impose charges for the use of the community recreational facilities over and above the regular General Assessment.

Section 5. Uniform Rate of Assessment. General and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly or annual basis.

Section 6. Special Assessments. In addition to the General 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 a capital improvement upon the Common Property provided that any such Special Assessment shall have the assent of a majority of the votes of each class of members present, in person or by proxy, at a meeting duly called for this purpose.

Section 7. Fines and Charges. In addition to the foregoing, the Board may levy assessments against individual Units where there is a particular charge attributable only to that Unit or a fine has been imposed as provided hereinafter. Such assessment shall be made at a regular meeting of the Board of which the Owner involved has had thirty (30) days' notice to appear. The Board shall establish, from time to time, a schedule of fines which shall be subject to approval by a majority of both classes of membership present at the annual meeting, or at a special meeting called for that purpose.

Section 8. Late Charges. The Board shall have the right to assess a reasonable late charge on all accounts not paid to a zero balance on the payment date established in the annual budget. The amount of the late charge shall be set by the Board from time to time and shall only be imposed once for each delinquent charge. In addition, at the option of the Board, if the delinquent charge is not paid within thirty (30) days of the due date, it shall also bear interest at the rate of fifteen (15%) percent per annum, or the maximum rate allowed by law, whichever is higher.

Section 9. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 herein shall be delivered or mailed to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, 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. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Date of Commencement of General Assessments; Due Dates. The General Assessment shall commence as to each Lot on the

first day of the month following the month in which the Developer conveys title to the Lot, except as set forth in Article IV, Section 3 as to the Developer, and assessments shall be due on the first day of each month thereafter. The first General Assessments shall be prorated in relation to the number of months remaining in the calendar year. The due date of any other Assessments shall be fixed in the resolution authorizing such assessment.

Section 11. Effect of Non-payment of Assessments - Remedies of the Association. The Association may bring an action at law against the Owner or Person personally obligated to pay the assessment or foreclose the lien against the Property, 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 as provided and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot or Unit. Notice of the delinquency shall be sent to both the Owner and his mortgagee, if known, prior to the initiation of legal proceedings.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter 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 property from liability for any assessments which become due after acquisition of the property through foreclosure, sale or deed in lieu of foreclosure, nor from the lien of any such subsequent assessment. Sale or transfer of the Lot or Unit shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall extinguish the lien of such assessments which became due prior to such sale but shall not extinguish the personal liability of the Owner.

Section 13. Reserve for Replacement. The Association shall establish and maintain a reserve fund for replacement of any part of the Common Property and facilities, repair or maintenance of the Common Areas, as the Board deems appropriate. The amount shall be collected by assessment of the Lot owners benefitted thereby and shall be deemed a common expense. The reserve shall be kept in an interest-bearing account and shall only be expended for the purpose of effecting the replacement of Common Property or community facilities and for operating contingencies of a non-recurring nature. 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 or Unit and shall be deemed to be transferred with such Lot or Unit.

Section 14. Working Capital Fund. The Association shall establish and maintain a working capital fund for the initial months of the project operation equal to at least two months' estimated common area charge for each Lot. This is not an advance payment of the monthly assessment but is a one-time contribution which is in addition to all other charges and assessments. The Developer shall collect two months' estimated common area charge at the time of closing and transfer this to the Association within sixty (60) days after the closing. This sum is in addition to and not an advance of regular monthly payments. In the event the Developer has advanced to the Association all or part of said fund, the Developer shall be reimbursed by the Purchaser at the closing on each Lot instead of payment being made to the Association, or shall be reimbursed by the Association if it collects any sum which has been advanced by Developer.

Section 15. Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association stating the status of assessments on any Lot or Unit. A properly executed certificate shall be binding upon the Association as of the date of issue.

4. Article IX is hereby amended to read as follows:

Article IX. Encroachments. Each Lot within the Property is hereby declared to have an easement over adjacent Lots for the purpose of ingress, egress and regress to and from the Unit erected on said Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage of rain water from roofs or any other cause. This easement shall last so long as the Unit remains on the Lot, including the restoration of the Unit in the event of fire or other casualty. However, in the event of total destruction of the Unit and the Unit is not rebuilt, this encroachment shall terminate.

5. Article XI, Section 1 (s) is hereby amended to read as follows:

Section 1. Use Restrictions. (s) Landscaping. All landscaping shall be performed by the Owners; the Association shall only perform the work described in Article IV, Section 2. No trees shall be removed from any Lot or Common Property without the written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems appropriate.

6. Article XI, Section 1 (t) is hereby amended to read as follows:

Section 1. Use Restrictions. (t) Association Maintenance. The Association shall only be responsible for maintaining those items listed in Article IV, Section 2.

7. Article XVI is hereby amended to read as follows:

Article XVI. Exterior Maintenance. In addition to maintenance of the Common Area and Common Property, the Association shall provide the following exterior maintenance upon each Lot: maintenance and replacement of roofs, gutters and downspouts; cutting grass in front and side yards.

Provided, however, that if the damage is caused by the willful or negligent acts of the Owner, or the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost is assessed against the Lot as a special assessment.


8. Article XVII, Section 3 is hereby amended by adding the following Subsection (j):

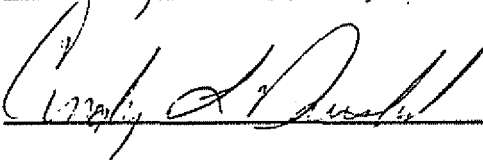
Section 3. Amendment. (j) A modification of these covenants or a re-recording of the Declaration Plan to reflect construction changes shall not be deemed to be an amendment under this Section.

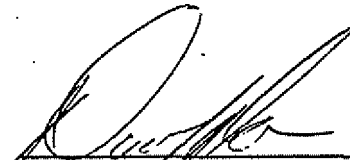
9. Except as amended herein, the provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions are ratified and confirmed as recorded.

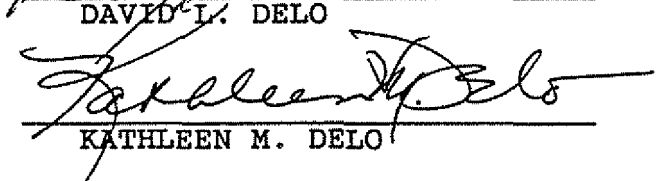
WITNESS the due execution hereof the day and year first above written.

WITNESS:







DAVID L. DELO


KATHLEEN M. DELO

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On the 31 day of OCT, A.D., 1991, before me, a notary public, the undersigned officer, personally appeared David L. Delo and Kathleen M. Delo, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:



Notarial Seal
Cindy L. Crushel, Notary Public
Hampton Twp., Allegheny County
My Commission Expires Sept. 28, 1995
Member, Pennsylvania Association of Notaries

JOINDER

THE undersigned, being the owners of Parcel C, Lots 1, 2, 3 and 4 in the Mallard Landing Plan of Lots hereby consent to the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions.

Chuck Osthoff Jr.
 CHUCK OSTHOFF, JR.

Chuck Osthoff Sr.
 CHUCK OSTHOFF, SR.

Glenna Osthoff
 GLENNA OSTHOFF

* * * * *

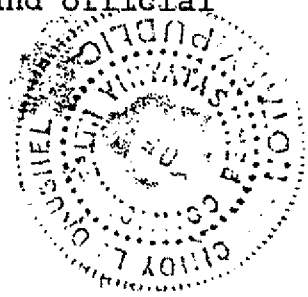
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On the 31 day of OCT, A.D., 1991, before me, a notary public, the undersigned officer, personally appeared Chuck Osthoff, Jr., Chuck Osthoff, Sr. and Glenna Osthoff, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Cindy L. Drushel
 Notary Public



My Commission Expires:

Notarial Seal
 Cindy L. Drushel, Notary Public
 Hampton Twp., Allegheny County
 My Commission Expires Sept. 28, 1995
 Member, Pennsylvania Association of Notaries

EXHIBIT "C"

COMMON PROPERTY TO BE CONVEYED TO THE
ASSOCIATION IN CONNECTION WITH PHASE I-A

N O N E

F:\WP51\JDG\MALLARD\JDRA.1
10/31/91

JOINDER

THE undersigned, being the owners of Parcel A, Unit 1 in the Mallard Landing Plan of Lots hereby consent to the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions.


BRAD THARNISH


CHRISTINE P. CLARKE

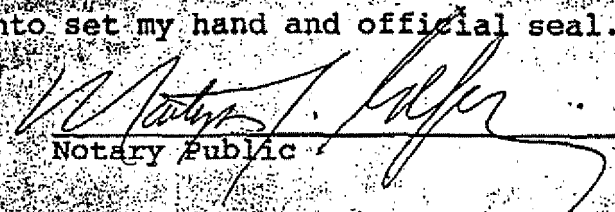
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ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On the 31st day of October, A.D., 1991, before me, a notary public, the undersigned officer, personally appeared Brad Tharnish and Christine P. Clarke, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public

My Commission Expires:

Notary Seal
Martyr L. Gelsky, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Oct. 3, 1994
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 27th
DAY OF November A.D. 19 91 IN Deed
BOOK VOL. 8612 PAGE 639

WITNESS MY HAND AND
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

Michael A. DeLo Vecchia

RECORDER



Nov 27 91 145833

SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MALLARD LANDING

Hampton Tp

MADE BY: DAVID L. DELO and
KATHLEEN M. DELO,

DEVELOPER

2658-281

ALLEGHENY CO. PA

DEC 2 91

DEEDS

MAIL TO:

Jay D. Glasser, Esquire
PIETRAGALLO, BOSICK & GORDON
Attorneys at Law
THE THIRTY-EIGHTH FLOOR
ONE OXFORD CENTRE
PITTSBURGH, PA 15219

Phone (412) 263-2000

RECORDED OF DEEDS
ALLEGHENY COUNTY, PA
Nov 27 12 10 PM '91

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