

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PHASE I  
THE HEIGHTS OF NORTH PARK PLAN OF LOTS, PINE TOWNSHIP,  
ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania corporation (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made a part hereof, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 8126, Page 463, and Subdivision Plan known as Phase I of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County at Plan Book Volume 162, Pages 5 through 8 (hereinafter the "Property"), and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions, and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided, and

WHEREAS, the Declarant will cause to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as the Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid, and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Community shall automatically become a member of such entity upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws of such entity for the operation, maintenance, governance and administrations of the Community, including, as herein provided, the financial responsibility for the support and maintenance of the aforementioned entity in the performance of its designated functions.

WHEREAS, Declarant shall also have the right to subject other properties to the covenants, restrictions, easements, charges and liens as may be added in future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, and

The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of any of the proposed five phases of the subdivision known as The Heights of North Park Plan of Lots, and

WHEREAS, Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupants of Lots within the Property and shall be binding upon them, their heirs, successors and assigns, and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions, and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state,

county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its successors and assigns, hereby creates and establishes the following covenants and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, and restrictions, which shall to run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No Lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.

2. All dwellings constructed upon lots within the aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches.

A) any ranch or split-level type dwelling shall contain not less than twenty six hundred (2,600) square feet of finished living area;

B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than twenty eight hundred (2,800) square feet of finished living area;

C) all dwellings on lots 120, 121, 122, 123, 124, 125, 126, shall contain not less than thirty five hundred (3,500) square feet of finished living area.

3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least two standard sized automobiles side by side, no detached garages shall be permitted.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, stucco or natural wood; provided, however, that the following are expressly prohibited: non clad aluminum siding, concrete, composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or asphalt, or comparable materials and shall be paved within six (6) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self-illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration, and the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within the Buildable Area, provided that such structure shall be constructed of the same materials, including the roof and exterior finish thereof, as that of the permitted dwelling structure on such Lot.

8. The roofing of all structures shall be constructed only of slate, ceramic, terra cotta, cedar shake, or asphalt or fiberglass dimensional or straight tabbed materials with a weight not less than two hundred forty (240) pounds per square.

9. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of thirty (30) feet from the rear of the dwelling however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded.

10. Such planting shall be completed within twelve (12) months after substantial completion of such dwelling or structure or enlargement thereof and all disturbed areas shall be seeded within ninety (90) days of the completion of

construction. Each owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the owners lot.

11. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications for any dwelling, structure or other improvements placed on each lot, as well as make any exceptions to these covenants, conditions and restrictions as the Declarant shall deem necessary and proper, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the lots within the proposed five phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarants written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant by approving any plans, drawings or specifications for any dwelling, structure, or other improvements does not warrant, assure, insure or otherwise guarantee, and makes no representations whatsoever, expressed or implied, as to the engineering, architectural and/or construction accuracy or fitness as to any such plans, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

12. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. Passenger automobiles and pick-up trucks other than utility vehicles and commercial vans and trucks, may be parked only within garages or on the driveway of a Lot. Motorcycles, trailers, boats and recreational vehicles may be parked only within a garage. Commercial vans, trucks and utility trucks and other types of commercial vehicles shall be permitted to be parked on the driveways of Lots, provided such parking shall occur only for such duration as may be necessary for the purpose of delivery, construction, remodeling and repair.

13. No obnoxious, dangerous, unlawful, or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No facilities, including satellite dishes, poles and wires, for the transmission of electrical energy, telephone messages, broadcasts, radio and the like, shall be placed or maintained above the surface of the ground on any Lot. All utility lines shall be underground, and no external or outside lines or antennas of any kind shall be erected, except temporary lines by Developer during the period of construction or development.

15. No temporary structure, trailer, garage or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

16. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising the Lot or dwelling structure for sale, or signs used by Developer to advertise the Property during the construction and sales period.

17. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that four (4) domestic animals as household pets may be kept in accordance with municipal laws and ordinances and provided they are maintained within the dwelling structure and are not kept, bred or maintained for any commercial purpose. Lots which exceed five (5) acres in size shall be permitted to keep horses subject to all Township ordinances and the other provisions of this Declaration.

18. No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

19. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements

have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded subdivision plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Developer, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. Developer shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lots and grade the portion of such Lot adjacent to such street, but there shall be no obligation on Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

20. The owner of each Lot shall maintain such Lot and all improvements thereon, including landscaping, in a safe, clean, trim and sanitary manner and in good repair and order and in strict accordance with this Declaration and with Pine Township ordinances and County and State regulations and statutes.

21. No fencing shall exist except as required by local ordinance as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same shall be limited to side and rear fencing located not closer to the front street than the rear of the residence or dwelling located upon the premises and shall not exceed a height of six (6') feet. No non clad or barb wire, metal, chain link, or cyclone fences are permitted. Ornamental walls may be permitted with the prior written approval of the Declarant.

22. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, its agents, servants, licensees, invitees, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, its successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the Developer.

23. An easement is reserved for the present and future installation and maintenance of electric service, master and/or cable TV service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, its designate, agents, servants, and assigns, and the entity or entities owning or operating such facilities.

24. All lot owners within the Subdivision shall be members of The Heights of North Park Homeowners Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes.

25. This Declaration and the covenants, conditions, and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit the Heights of North Park subdivision and shall also be for the benefit of the Township, each of which shall have the legal standing and right to enforce this Declaration by specific performance, injunction or action for damages, in law or in equity.

26. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof.

27. These Covenants, Conditions and Restrictions may be amended only by a writing executed in recordable form by the owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

28. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.



29. Nothing in this Declaration shall be construed to limit the effect of any zoning ordinance or other statute, ordinance or code.

IN WITNESS WHEREOF, Developer has executed this Declaration as of this 20th day of April, 1990.

ATTEST:

SALEM DEVELOPMENT COMPANY

Jean M Madia  
Secretary

By Jean M Madia  
President