

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
PARAGON HOMES, INC. ON THE MOUNT PLAN OF LOTS, AND EASEMENT
AGREEMENT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARAGON HOMES, INC. ON THE MOUNT PLAN OF LOTS, AND EASEMENT AGREEMENT (this "Declaration") is made this 15th day of August, 2008, by the undersigned, owners (individually an "Owner" and collectively the "Owners") of each subdivided parcel of the Property (as that term is defined below) and any buildings or structures erected thereon (in each instance a "Lot") in the Paragon Homes Inc., on the Mount Plan of Lots (the "Plan").

WITNESSETH:

WHEREAS, on August 12, 1998, Paragon Homes, Inc., as declarant (the "Declarant") did cause to be placed of record in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 10273, page 530, a Declaration of Covenants, Conditions, and Restrictions for the Paragon Homes, Inc. on the Mount Plan of Lots (the "Original Declaration"); and

WHEREAS, on May 7, 1999, the Declarant and Joseph A. Bellin, owner of certain lots within the Plan, did cause to be placed of record in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 10471, page 550, a First Amendment to Declaration of Covenants, Conditions and Restrictions of the Paragon Homes, Inc. on the Mount Plan of Lots (the "First Amended Declaration"); and

WHEREAS, on May 4, 2000, Declarant and the then-existing owners of lots within the Plan, did cause to be placed of record in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 10762, page 163, an Easement Agreement affecting the Plan (the "Easement Agreement"); and

WHEREAS, on May 17, 2002, Declarant and the then-existing owners of all lots within the Plan, did cause to be placed of record in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 1135, page 550, a Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Paragon Homes, Inc. on the Mount Plan of Lots (the "Second Amended Declaration"); and

WHEREAS, all of the land and the improvements thereon located within the Plan not constituting Lots conveyed to third parties have reverted to the Grandview Crest Homeowners' Association, a Pennsylvania non-profit corporation, its successors and assigns, the homeowners' association for the Property (the "Association") by that certain Deed dated February 18, 2003 from Declarant, as grantor, to the Association, as grantee, as recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania at Deed Book Volume 11578, page 648; and

WHEREAS, the Declarant has turned over control of the Association to the Owners; and

WHEREAS, in consideration of the foregoing, the Owners unanimously have agreed to amend and restate the Declaration, all as more fully set forth herein.

NOW, THEREFORE, the Owners do hereby offer and submit the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Paragon Homes, Inc. on the Mount Plan of Lots, Easement Agreement, and Bylaws of the Grandview Crest Homeowners' Association, replacing and superceding the Original Declaration, First Amended Declaration, Easement Agreement, and Second Amended Declaration in all respects, and which shall be binding upon, and shall inure to the benefit of, any person or entity having any right, title and interest in the real estate referred to in the preamble or "Whereas" clause hereof and described on **Exhibit "A"** hereto and such revisions thereto as may be hereafter brought within the jurisdiction of the Association ("Property"), or any part thereof, and each of their respective heirs, administrators, successors and assigns.

ARTICLE I
INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are expressly incorporated herein by this reference.

ARTICLE II
PROPERTY RIGHTS/EASEMENTS/ASSOCIATION PROPERTY

Section 2.1. Owners' and the Association's Easements in Common Areas. As the same may be expressly limited in this Agreement, every Owner and the Association shall have a right and easement of enjoyment in and to that portion of the Property constituting the easements set forth in **Sections 2.4 through 2.7** below (collectively the "Common Area") which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.2. Owners' Easements - Utilities. Every Owner, forever and in perpetuity, shall have a right and easement of enjoyment and use of all pipes, wires, cables, conduits and utility lines serving his Lot and located on any other Lot or Lots, whether or not shown on **Exhibit "B"**, which shall be appurtenant to and pass with the title to every Lot. Contracting for, and the cost and expense of, the maintenance, repair or replacement of any such pipes, wires, cables, conduits and utility lines which lie within any Common Area shall be the sole responsibility of the Association upon the need therefor, and the cost and expense thereof shall be assessed equally against each Owner whether as a reserve for future replacement and/or as a general or special Assessment (as that term is defined in **Section 3.1** below) with respect to general repairs and maintenance; *provided, however*, that in the event that any maintenance, repair or replacement of such pipes, wires, cables, conduits and utility lines is occasioned by the negligence or willful misconduct of any Owner or his or her guests, invitees or agents, then the cost and expense of any such maintenance, repair or replacement shall be specially assessed against such Owner. Notwithstanding the foregoing language to the contrary, any Owner, in the event of an emergency, may contract in his or her own name for the repairs necessary therefrom and, upon the Association's receipt of a contractor's invoice for such repairs, shall pay directly to

such contractor, or the Owner, if such Owner has remitted payment directly thereto, the reasonable costs and expenses of any such repair. In such event, the Owner(s) shall be assessed in the manner set forth above in this **Section 2.2**.

Section 2.3. Owners' Easement of Structural Support. Every Owner, forever and in perpetuity, shall have a right and easement of enjoyment for support, to the extent necessary for structural support of any buildings or structures located on his or her Lot, in and over all other Lots and buildings, structures and appurtenances located therein, which shall be appurtenant to and pass with the Title to every Lot. Each Owner, as applicable, shall be responsible for the repair, replacement and maintenance of party walls common to the structures built on any two (2) Lots from the finished surface within such structure to the center dividing line of such party wall. Repair, maintenance and replacement of cables, pipes, wires, conduits and other such facilities located within such party wall, as well as any and all property located within an adjoining Owner's dwelling including, but not limited to, walls, carpeting and furniture, shall be the responsibility of the party benefiting from any such facilities. Notwithstanding the foregoing language to the contrary, an Owner shall be responsible for all repair, replacement and maintenance of the entire party wall, including that portion which extends beyond the center dividing line of such party wall, which is directly or indirectly caused or occasioned by the negligence or willful misconduct of such Owner.

Section 2.4. Retaining Wall Easement. The Association, and its agents and invitees, forever and in perpetuity, shall have an exclusive right of easement, use and enjoyment in and to that certain area identified as "Easement A" on **Exhibit "B"** attached hereto and made a part hereof (the "Retaining Wall Easement") for the purposes of constructing, maintaining, repairing and replacing a retaining wall, plant and flower beds, and any and all other uses thereof as approved by the Owners. Notwithstanding any language to the contrary in this Declaration, the Association, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing any and all structures erected within or upon, and planting, replanting and maintaining any and all vegetation, plantings and related aesthetic products within or upon, the Retaining Wall Easement, said cost and expense to be assessed equally against each Owner whether as a reserve for future replacement and/or as a general or special Assessment with respect to general repairs and maintenance; *provided, however*, that the cost or expense of any maintenance, repair, replanting or replacement of any structure, aesthetic product, vegetation or planting within or upon the Retaining Wall Easement occasioned by the negligence or willful misconduct of any Owner or his or her guests, invitees or agents shall be specially assessed against such Owner. For purposes of determining the rights and obligations of the Association and the Owners regarding that portion of the Retaining Wall Easement which intersects with the Driveway Easement, each of **Section 2.4** and **2.5** shall, to the extent possible, be given full effect to the extent possible to carry out the intent of each such Section.

Notwithstanding any language to the contrary set forth in this Declaration, in the event that either of the Owners of Lot 2-D or 2-E (as depicted on **Exhibit B**) desire in the future to reconfigure the flower beds and/or retaining wall area located on either side of the gate as currently located within Easement A to allow for additional parking for the aforesaid Parcels, and for no other purpose, such Owners, or either of them, at their sole cost and expense, shall

have the right, without any further consent of the other Owners or of the Association (but, in any event, in accordance with all applicable laws, ordinances, rules of regulations applicable to the Plan), to have such flower beds and/or retaining wall area reconfigured to enable such parking; *provided, however*, that the aforesaid Owners of said Parcels shall submit a plan depicting such reconfiguration to the Association whereby the Association shall have a period of ninety (90) days to determine if such reconfiguration materially impinges upon the rights of any other Owner, or upon the security, or aesthetics, of the Plan and, in the event that the Association, through a majority vote of disinterested Owners, reasonably determines that such reconfiguration would impinge upon the rights of any other Owner, or upon the security, or aesthetics, of the Plan, then the Association shall provide a plan of correction to the submitting Owner(s) setting forth in detail an alternative proposal which shall in any event recognize the right of such submitting Owners to additional parking as described in this paragraph. The failure of the Association to submit an alternative proposal to the submitting Owner(s) within the ninety (90) day period set forth above shall be deemed to be an acceptance of the originally submitted plan of reconfiguration.

Section 2.5. Owners' Driveway Easement. Every Owner, and each of such Owners' respective guests, invitees and agents, forever and in perpetuity, shall have a nonexclusive right of easement, use and enjoyment in and to that certain area identified as "Easement B" on **Exhibit B** hereto (the "Driveway Easement"), for the purposes of vehicular and pedestrian ingress, egress and regress from each Owner's respective Lot to Grandview Avenue, and to each Owner's respective Lot from Grandview Avenue. The foregoing easement hereby expressly includes the right of each Owner and/or each Owner's guests, agents and invitees, to park vehicles along that portion of the Driveway Easement which does not interfere with any other Owner's right of ingress, egress and regress as described above, nor with any Owner's right of ingress, egress and regress in and from such Owner's Lot, unless the Owner of the Lot within which the area in question lies provides the Association with written notice that said Lot Owner requires the exclusive right to such area for a reasonable period of time; *provided* that, in any instance, each Owner acknowledges and agrees that the Owners of each other Lot shall have a right of priority over other Owners to park their vehicles within their own Lot area comprising a portion of the Driveway Easement, subject to the restrictions regarding ingress, egress and regress described above. Notwithstanding any language to the contrary in this Declaration, the Association, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing the Driveway Easement area, and the remaining driveway areas of each Lot which is not included within the Driveway Easement area (up to the garage door of each dwelling constructed on each such Lot, but excluding any portion of the stairs to any such dwelling), at the times and in the manner decided upon by the Association's Board, said cost and expense to be assessed equally against each Owner whether as a reserve for future replacement and/or as a general or special Assessment with respect to general repairs and maintenance; *provided, however*, that any maintenance, repair or replacement of the Driveway Easement area occasioned by the negligence or willful misconduct of any Owner or his or her guests, invitees or agents, then the cost and expense of any such maintenance, repair or replacement shall be specially assessed against such Owner.

Section 2.6. Owners' and Association Access Easement. Every Owner, and each of such Owners' respective guests, invitees and agents, and the Association, and its agents and

invitees, forever and in perpetuity, shall have a nonexclusive right of easement, use and enjoyment in and to that certain area identified as Easement C on **Exhibit B** hereto (the "Access Easement"), for the purpose of vehicular construction and/or maintenance equipment and machinery and pedestrian ingress, egress and regress therethrough and thereon as and when necessary for any reasonable and proper purpose including, but not limited to, maintenance, repair and replacement of any Owner's Lot and/or any Common Area or any improvement therein; *provided* that, except where emergency repairs are required, in which event the Owner requiring such repairs shall give the Association such notice as is reasonably practical under the circumstances, the Owner who has contracted for such maintenance, repair and replacement provides the Association with no less than seventy-two (72) hours advance written notice of the commencement date of any such work. In either event, the Association shall in turn be responsible for providing each Owner whose Lot shall be affected from the use of any Access Easement as permitted hereunder with no less than forty-eight (48) hours advance notice (except in the event that emergency repairs are required as discussed above, in which event the Association shall give such Owners such notice as is reasonably practical under the circumstances) of the commencement date of any such work, and the Association shall be required to provide the same notice to each such Owner where the Association has contracted for such work; *provided further, however*, that the Association shall not be required to provide any Owner with notice of the use of the Access Easement for any routine maintenance to any Common Area which the Association or its agents are carrying out in the normal course of the Association's business. Any such affected Owner may provide objections to such work to the Association within such forty-eight (48) hour period and upon a determination by the President, in his or her sole and absolute discretion, that such work would be reasonably adverse to the ownership rights of the objecting Owner and contrary to the right of easement granted under this **Section 2.6**, then such work shall be postponed; *provided, however*, that the sole remedy of the objecting Owner shall be the rescheduling of such work to a date and/or time which does not unreasonably interfere with the right of easement of the contracting Owner, or the Association, as the case may be, granted under this **Section 2.6**, or causes such contracting Owner or the Association to unreasonably incur additional cost(s) and expenses. Notwithstanding any language to the contrary in this Declaration, the Association or the Owner using or causing the use of any portion of the Access Easement, shall be responsible, at its, his or her sole cost and expense, for the repair and replacement of that portion of the Access Easement damaged by such work including, but not limited to, the repair and/or replacement of retaining walls, flower beds and lawns of other Owners necessitated by such use. The cost and expense of the maintenance, repair and replacement of the Access Easement shall be assessed equally against each Owner, if occasioned by the acts of the Association or its agents or invitees, as a regular or special Assessment, or, if occasioned by the act of an Owner, or his or her guests, invitees and agents, as a special Assessment against such Owner. Notwithstanding any of the foregoing language to the contrary, the cost and expense of any maintenance, repair or replacement of an Access Easement occasioned by the negligence or willful misconduct of any Owner, or his or her guests, invitees and agents, shall be specially assessed against such Owner.

Section 2.7. Parking Within the Driveway Easement. Each Unit Owner and each of their respective guests, agents and invitees shall have the right, on an as-available basis, to park vehicles within the interior southern boundary of the Driveway Easement area subject to the limitations set forth in **Section 2.5** above and subject further to the following:

(a) Permitted Vehicles. Any vehicle with a current state registration which contains a designation of the type of vehicle as "Automobile" shall be presumed to be permitted hereunder. Passenger mini-vans and sports utility vehicles designed for passenger use and without commercial lettering shall be permitted. Parking within the Driveway Easement area is exclusively reserved for the short-term use of the Owner's and the respective guests, agents and invitees thereof. All other vehicles will be towed at the vehicle owner's expense. Notwithstanding any language in this paragraph to the contrary, a permitted vehicle which contains commercial lettering that is otherwise permitted hereunder shall be deemed a permitted vehicle hereunder if such vehicle is owned, directly or indirectly, by an Owner or the Owner's residents.

(b) Prohibited Vehicles and Boats. Other than those vehicles which are making routine deliveries or are otherwise within the Plan at the request of an Owner or the Association for the purpose of providing maintenance, repair and replacement services within the Plan, or such vehicle is utilized in the operation and/or furtherance of an Owner's business, no truck, commercial vehicle, bus, mobile home, motor home, camper, trailer, recreational vehicle, boat or similar vehicle may be parked within the Driveway Easement area at any time unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, (A) those not designed primarily for the routine private transportation of people, rather than equipment or goods, or (B) bearing any advertising, logo, or other signs or having print or some reference to any commercial undertaking or enterprise. Without the consent of the Association, except for vehicles which are utilized in the operation and/or furtherance of an Owner's business, any prohibited vehicle which is otherwise permitted to park within the Driveway Easement area under this Subsection shall in any event be permitted to remain in such area only between the hours of 7:00 am and 9:00 pm, Monday through Friday. Any other prohibited vehicle may be parked within the Driveway Easement area provided that such vehicle does not remain therein for more than any consecutive twenty-four (24) period, at any time, without the prior consent of the Association.

Section 2.8. General Maintenance and Repair. Except as otherwise expressly set forth to the contrary in this Declaration, the maintenance, repair and replacement of each and every structure or improvement located within the boundaries of a Lot shall be maintained, repaired and replaced by the Owner holding title thereto at such Unit Owner's sole cost and expense. Responsibility for the maintenance, repair and replacement of the stairs to any dwelling within the Plan shall be deemed, by way of example and not of limitation, a structure or improvement located within the boundaries of a Lot described herein. Each Owner covenants and agrees to keep, repair and maintain any structure or improvement for which he or she is responsible for under this **Section 2.8** in a first-class manner commensurate with residential plans similar in type and quality to that of the Plan. In the event that any Owner fails to meet his or her responsibilities under this **Section 2.8** within thirty (30) days following a written notice of required action from the Association, the Association shall undertake such maintenance, repair or replacement and the cost thereof shall constitute, and shall be imposed as, a special Assessment against such Owner.

Section 2.9. Association Property. That portion of the Plan labeled “Association Property” on **Exhibit B** is property owned by the Association, the use and/or disposition thereof to be determined by majority vote of the Owners at any regular or special meeting called for such purpose. The Association shall be responsible for any and all cost and expense related to the maintenance and upkeep of the Association Property, said cost and expense to be assessed equally against each Owner as a general or special Assessment with respect to such maintenance and upkeep; *provided, however*, that any cost or expense related to the maintenance and upkeep of the Association Property which is occasioned by the negligence or willful misconduct of any Owner or his or her guests, invitees or agents, shall be specially assessed against such Owner.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section 3.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges, and special assessments (sometimes hereinafter individually referred to as an “Assessment” and collectively as “Assessments”), such Assessments to be established and collected as hereinafter provided. Such Assessments, together with interest, costs, late fees and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the Lot 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 Owner(s) of such Lot at the time when the Assessment is levied. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them, but delinquent Assessments which are filed as a lis pendens or judgment shall run with the land until paid.

Section 3.2. Purposes of Assessments.

(a) The annual Assessments shall be levied by Action of the Association (as that term is defined in **Section 1.2** of the Bylaws) uniformly against all Lots in the amount of the operating expenses of the Association in carrying out its powers and duties as more specifically set forth in the Bylaws of the Grandview Crest Homeowners’ Association. The amount of each annual Assessment shall be determined by Action of the Association each year and shall be payable in the manner as set forth in this **Article III**.

(b) In addition to the annual Assessments authorized above, the Association may by Action of the Association levy in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, a deficiency in the operating expenses of the Association, or the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Lots and Common Areas, provided that the levy of such special Assessment is based upon six (6) affirmative votes of Owners at a meeting of the Association duly called for this purpose, or upon approval evidenced by six (6) affirmative votes of Owners by email correspondence received by the President of the Association.

(c) In the event that an Owner's violation of any restriction or requirement of this Declaration or any Rule or Regulation (as that term is defined in the Bylaws) requires abatement, or repair, or replacement of any part of the Property or any building, structure or improvement erected or placed thereon, the cost of such abatement, repair or replacement shall be assessed by Action of the Association against the offending Owner and the Owner's Lot only, and shall be a special Assessment against said Lot and Lot Owner.

Section 3.3. Levy and Due Dates of Assessments. All Assessments shall be levied only by Action of the Association, and, except as otherwise provided in **Section 3.2(a)**, shall be due and payable quarterly to the Association within thirty (30) days of the service of the notice of Action of the Association. The Association shall, upon demand and for a reasonable charge, furnish a written certificate signed by an officer or agent of the Association setting forth whether all Assessments on a specified Lot have been paid.

Section 3.4. Effect of Nonpayment of Assessments. Any Assessment not paid within thirty (30) days after the due date shall be subject to a ten percent (10%) late fee (10% of the Assessment due) due and payable upon payment of the overdue Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his or her Lot.

Section 3.5. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage lien. The sale or transfer of any Lot shall not affect the Assessment lien, which shall run with the land and be binding upon any subsequent owner thereof.

ARTICLE IV **RESTRICTIONS**

Section 4.1. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, upon any Lot, nor shall any exterior painting, lighting, or signage which changes the existing color, lighting, or signage, nor shall any exterior addition to or change or alterations be made to the Property and/or the Lots until plans, specifications and descriptions showing the nature, kind, shape, height, materials and location for the same or other appropriate date shall have been submitted to and approved, as to harmony of external design materials and location in relation to surrounding structures and topography, by Action of the Association. In the event there is not Action for the Association approving or disapproving such design, materials and location within ninety (90) days after said plans, specifications and description have been submitted to all Owners of the Association, approval will not be required and the requirements of this **Article IV** will be deemed to have been fully satisfied. An Owner shall have no right of appeal or challenge to any denial. Nothing contained in this **Article IV** is intended to restrict any Owner in the landscaping of any Lot or Lot owned by such Owner, or to prevent the construction of a fence on any patio or Lot provided the erection of such a fence does not obstruct the view of any other Owner.

Section 4.2. Enforcement of Assessments. The Association may bring an action at law against an Owner personally obligated to pay an Assessment, and may proceed to foreclose the lien against the Lot assessed and/or the Owner by execution upon any judgment obtained. Further, the Association may file an action constituting a lis pendens against the delinquent Owner and the Lot assessed, pending final resolution of the collection action in assumpsit.

Section 4.3. Enforcement of Restrictions and Covenants. The Association, or any of the Owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and easements, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to institute action for enforcement of any Assessment, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V
GRANDVIEW CREST HOMEOWNERS' ASSOCIATION
BYLAWS

The Bylaws of the Grandview Crest Homeowners' Association, adopted by the Owners on April 29, 2002, are on file at the offices of the Association, a copy of which will be provided to any Owner, or to any third party under an Agreement of Sale for the purchase of an Owner's Lot, upon written request therefor addressed to the President of the Association. Any conflict between the terms and conditions set forth in this Declaration and the terms and conditions set forth in the Association's Bylaws shall be resolved in favor of the terms and conditions set forth in this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1. Severability. Invalidity of any easements, covenants or restrictions herein contained by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 6.2. Term. The easements and covenants of this Declaration shall perpetually run with and shall bind the Property and each Lot. In the event any covenant herein shall be determined to be a restrictive covenant requiring a definite date of termination, then this restrictive covenant shall be deemed to expire ninety-nine (99) years after this Declaration is recorded.

Section 6.3. Notices. All notices required or permitted under this Declaration shall be in writing, signed by the sender, and either hand-delivered to the Owner entitled to the notice, or the Association, as the case may be, or delivered by certified mail, return receipt requested at the Owner's last known residence(s). In the event of failure of delivery by personal delivery or certified mail after good faith effort to do so, the notice may be posted on all entrances to all buildings on the Lot of the Owner entitled to the notice, and shall be deemed given after having

been so posted for ten (10) days. Notice to one of multiple Owners of a Lot shall constitute notice to all Owners of the Lot.

Section 6.4. Amendment. This Declaration may be amended at any time after the affirmative vote of six (6) of the Owners at a meeting of the Association called for said purpose and by a recordable instrument signed by said Owners assenting, and the recording of such document.

Section 6.5. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, each an Owner of a Lot hereunder as of the date hereof, have executed this Declaration as of the date and year first above written.

WITNESS:

Joyce F. Hondru

Bryan Hondru

Marilyn Jenkins

Don Jenkins

Mary Ann Zajko

Albert Zajko

Eileen Holste

Hilary Holste

Hilary Holste

Hilary Holste

Bryan Hondru
Bryan Hondru

Joyce F. Hondru
Joyce Hondru

Don Jenkins
Don Jenkins

Marilyn Jenkins
Marilyn Jenkins

Albert Zajko
Albert Zajko

Mary Ann Zajko
Mary Ann Zajko

Hilary Holste
Hilary Holste

Eileen Holste
Eileen Holste

Annette Ganassi
Annette Ganassi

Bill Fink
Bill Fink

Pamela L. Dunn

Kenneth H. Dunn
Kenneth Dunn

Kenneth H. Dunn

Pamela Dunn
Pamela Dunn

Hilary Holsti

Robert Aumer
Robert Aumer, Trustee, Robert T. Aumer
Revocable Trust

Ronald L. Cypher

Ronald L. Cypher
Ronald L. Cypher

Debra A. Cypher

Debra A. Cypher
Debra A. Cypher

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

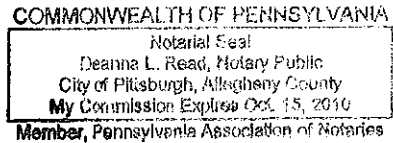
On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Don and Marilyn Jenkins

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.

Deanna Read
(Title of Officer)
My Commission expires: _____



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

) ss.

COUNTY OF ALLEGHENY)

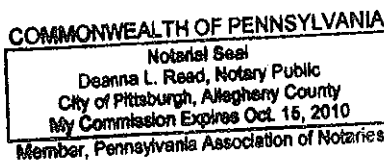
On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Albert and Mary Ann Zajko

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.

Deanna Skrad
(Title of Officer)
My Commission expires: _____



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Annette Ganassi

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Deanna L. Read
(Title of Officer)

My Commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deanna L. Read, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 15, 2010
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) **ss.**
COUNTY OF ALLEGHENY)

On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Bill Fink

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.

Deanna L. Read

(Title of Officer)
My Commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deanna L. Read, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 15, 2010
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Robert Aumer

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Deanna L. Read
(Title of Officer)
My Commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deanna L. Read, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 15, 2010
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
 COUNTY OF ALLEGHENY)

On this, the 15 day of August, A.D. 2008, before me, a Notary Public, the undersigned officer, personally appeared

Ronald L. Cypher and Debra A. Cypher

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.

Deanna Reed
 (Title of Officer)

My Commission expires: _____

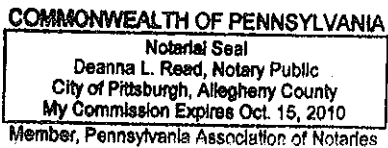
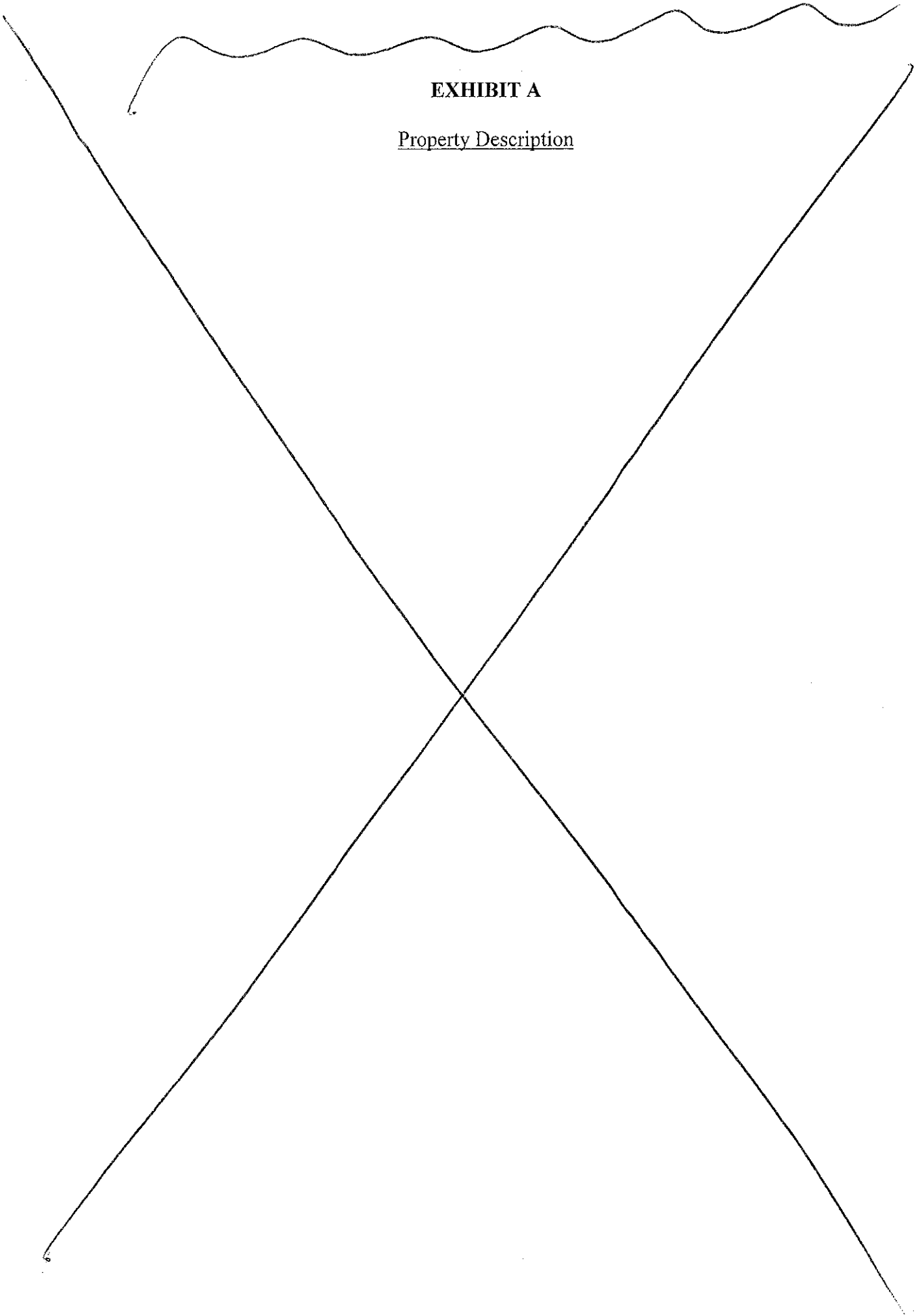


EXHIBIT A

Property Description



ALL those certain lots or parcels of ground situate in the 19th Ward, City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on Grandview Avenue (said Grandview Avenue being 50 feet wide), said point being the dividing line between Lot No. 2 and Lot No. 3 in the Plan of Lots known as the Michael O'Herron's Re-subdivision of Lots Nos. 6 to 10, inclusive as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 26, page 181; thence from said place of beginning North 36° 00' 00" East, a distance of 125.00 feet to a point; thence South 52° 41' 00" East, a distance of 13.04 feet to a point; thence North 36° 00' 00" East, a distance of 59.20 feet to a point on line of lands now or formerly of Thomas Jones, Jr.; thence continuing along line of land now or formerly of Thomas Jones, Jr., South 67° 42' 00" East, a distance of 42.08 feet to a point; thence continuing along same, South 83° 54' 00" East, a distance of 92.27 feet to a point; thence continuing along same South 46° 10' 00" East, a distance of 94.04 feet (95.61 feet on prior deed) to a point; thence along line of land now or formerly of Kenning Partnership South 19° 19' 00" West, a distance of 206.28 feet (195.75 on prior deed) to a point on Grandview Avenue, said Grandview Avenue being 50 feet wide; thence continuing along the northerly line of said Grandview Avenue by a curve to the left having a radius of 640.60 feet an arc distance of 215.84 feet to a point on Grandview Avenue; thence continuing still along the Northerly line of Grandview Avenue North 52° 41' 00" West, a distance of 73.76 feet to a point, being the place of beginning.

This legal description is in accordance with a survey prepared by Gateway Engineers, Inc., for Paragon Homes dated July, 1996.

BEING the same property which was conveyed to Paragon Homes, Inc., by deed dated January 9, 1997, and recorded on January 19, 2007 with the Recorder's Office of Allegheny County at Deed Book Volume 9864, page 540, by The Most Reverend Donald W. Wuerl, Bishop of the Roman Catholic Diocese of Pittsburgh, Successor Trustee for the Roman Catholic Congregation of Saint Mary of the Mount Church.

BEING the same property, portions of which were conveyed by Paragon Homes to the following grantees:

Bruce P. McGough and Nancy L. McGough, husband and wife, by deed dated May 4, 1999, and recorded in the Recorder's Office of Allegheny County at Deed Book Volume 10471, page 528 (subsequently conveyed by: Bruce P. McGough and Nancy L. McGough, husband and wife, by deed dated May 14, 2004, and recorded in the Recorder's Office of Allegheny County at Deed Book Volume 12052, page 73, to Don H. Devlin; Jeffrey W. Devlin, Executor of the Estate of Donald H. Devlin a/k/a Don H. Devlin, deceased, by deed dated March 17, 2006, and recorded in the Recorder's Office of Allegheny County at Deed Book Volume 12821, page 83, to John Milcot; John Milcot, by deed dated April 18, 2008, and recorded in the Recorder's Office of Allegheny County at Deed Book Volume 13586, page 446, to Ronald L. Cypher and Debra A. Cypher, husband and wife).

Joseph A. Bellin, by deed dated November 15, 2001, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10273, page 487 (subsequently conveyed by Joseph A. Bellin to Kenneth B. Dunn and Pamela R. Dunn, husband and wife, by deed dated November 15, 2001, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 11202, page 487).

Robert T. Aumer Revocable Trust, by deed dated May 11, 1999, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10475, page 136.

Hilary E. Holste and Eileen S. Holste, husband and wife, by deed dated September 17, 1999, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10593, page 130.

Donald J. Jenkins and Marilyn M. Jenkins, husband and wife, by deed dated October 8, 1999, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10606, page 652.

Albert B. Zajko and Mary Ann Zajko, husband and wife, by deed dated October 19, 1999, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10615, page 28.

Bryan C. Hondru and Joyce H. Hondru, husband and wife, by deed dated May 15, 2000, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10766, page 125.

Annette D. Ganassi, by deed dated January 4, 2001, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 10952, page 620.

Grandview Crest Homeowners Association, by deed dated February 18, 2003, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 11578, page 648.

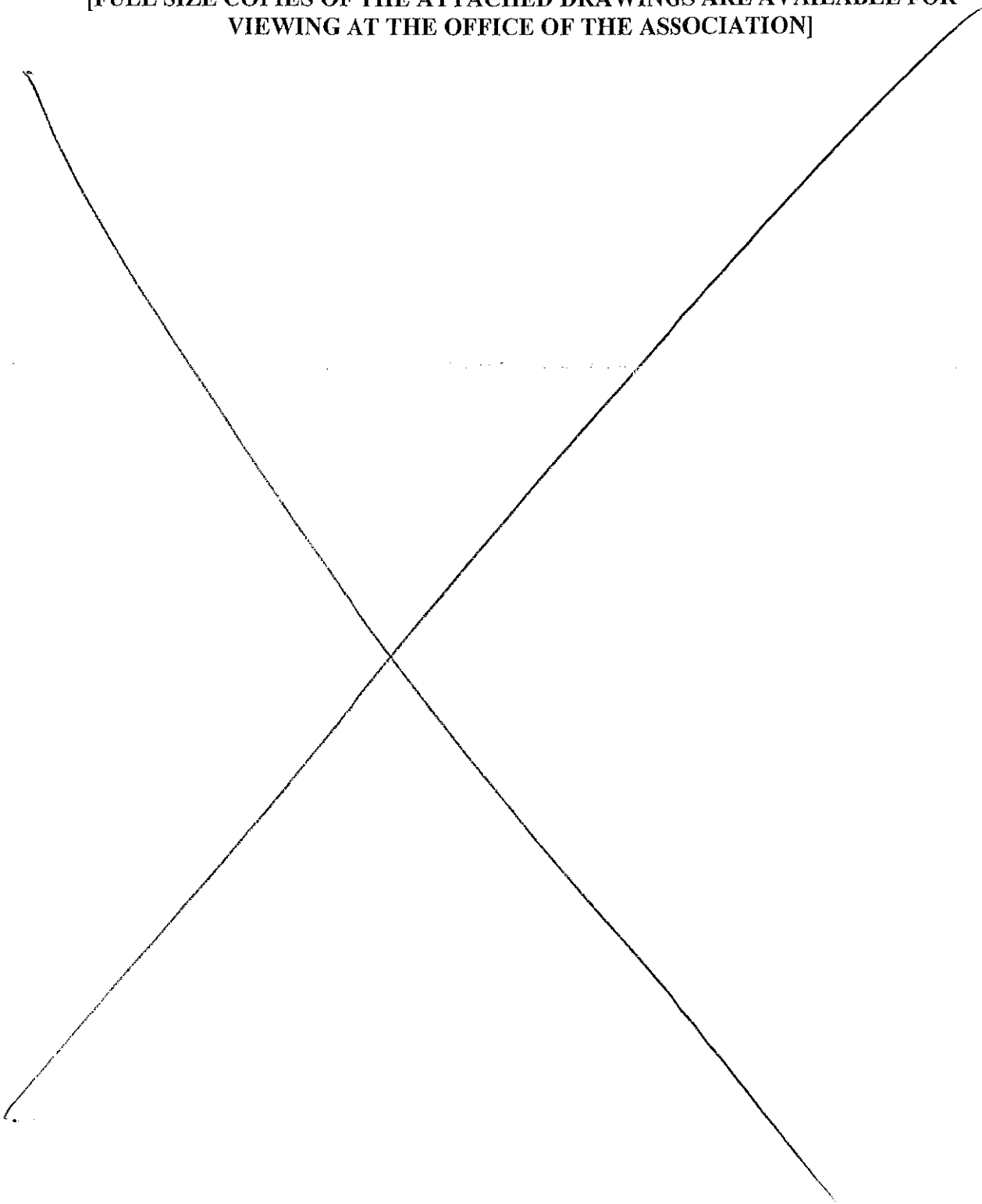
William E. Fink, by deed dated June 16, 2004, and recorded in the Recorders Office of Allegheny County at Deed Book Volume 12088, page 296.

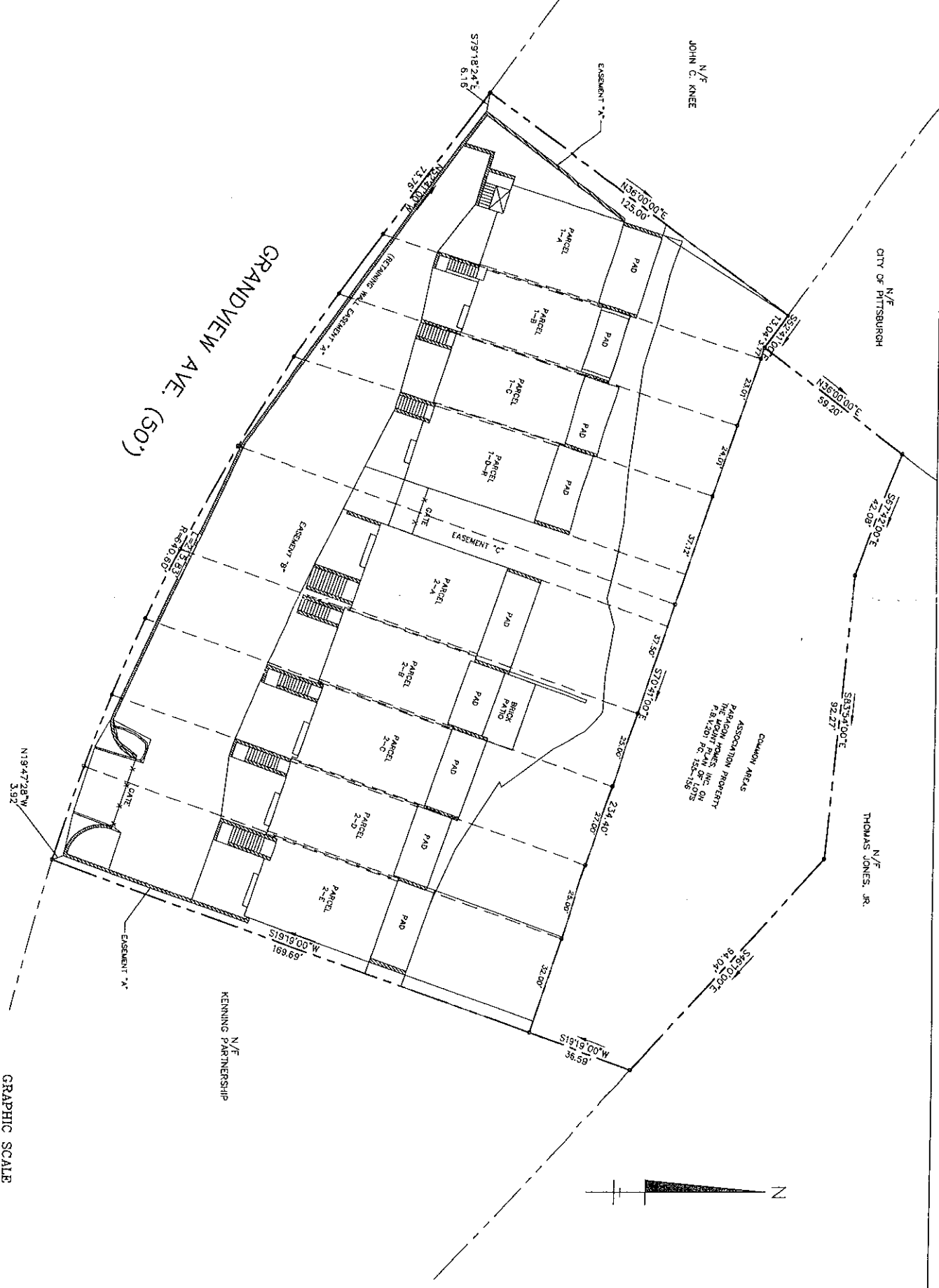
EXHIBIT B

Easement Descriptions

(see attached pages)

**[FULL SIZE COPIES OF THE ATTACHED DRAWINGS ARE AVAILABLE FOR
VIEWING AT THE OFFICE OF THE ASSOCIATION]**





N/F
JOHN C. KNEE

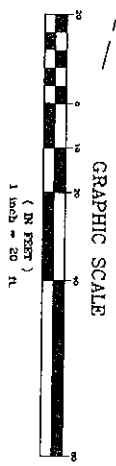
N/F
CITY OF PITTSBURGH


N/F
THOMAS JONES, JR.

GRANDVIEW AVE. (50')

COMMON AREAS
ASSOCIATION PROPERTY
PARKWAY HOMES, INC. OR
THE MOON HOMES, INC. OR
P.A. 1230 P.C. 123-128

N/F
KENNING PARTNERSHIP



DWS. NO. 203542001	NO. REVISIONS DATE BY			 TERRIT & Associates Inc. 412-247-1722 REGISTERED PROFESSIONAL SURVEYOR	PREPARED FOR HILARY HOLSTE	PROPERTY SURVEY SITUATED IN 18th WARD, CITY OF PITTSBURGH ALLEGHENY COUNTY, PENNSYLVANIA		
	SHEET NO. 1	DRAWN BY: R.F.T. CHECKED BY:	DATE 11-8-07		SCALE: 1" = 20'			

