

GIVE TO TOM

BLOCK AND LOT NUMBER	
DEED REGISTRY	DATE / INT:

Spino Spenero

DECLARATION OF PLANNED COMMUNITY
OF
AVONLEA ESTATES PHASE III

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. §5101 *et. seq.*, as amended

DECLARATION
Avonlea Estates Phase III, a Planned Community

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Bar Development Company, a Pennsylvania corporation ("Declarant"), owner in fee simple of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Township of Pine, Allegheny County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 *et seq.* (the "Act"), and hereby creates with respect to the Property a planned community, to be known as "Avonlea Estates Phase III" (the "Community").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, affecting the real estate which is hereby submitted to the Act, as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania:

1.2.1 Right of way for pipe line from Catherine Logan to American Natural Gas Co. dated February 15, 1913, recorded in Deed Book Volume 1762, Page 543;

1.2.2 Right of way for pipe line by deed from W.H. Logan, et al., to the Manufacturers Light & Heat Co., dated October 1, 1926, recorded in Deed Book Volume 2301, Pages 310-311;

1.2.3 Right of way for pipe line by deed from Arthur J. Kiefer, et ux, to the Manufacturers Light & Heat Co., dated August 2, 1949, recorded in Deed Book Volume 3051, Page 367;

1.2.4 Right of way for pipe line by deed from Arthur J. Kiefer, et ux, to the Manufacturers Light & Heat Co., dated April 28, 1950, recorded in Deed Book Volume 3091, Page 422;

1.2.5 Right of way for pipe line by deed from Arthur J. Kiefer, et ux, to The Peoples Natural Gas Co., dated June 7, 1950, recorded in Deed Book Volume 3087, Page 729;

1.2.6 Thirty-three (33.00) foot wide access right of way described in deed from Arthur J. Kiefer, et ux, to Empire Properties, Inc., recorded in Deed Book Volume 7930, Page 385;

1.2.7 Right of Way Agreement and Grant of Right of Way by and between Empire Properties, Inc., Equibank and The McCandless Township Sanitary Authority, dated October 6, 1989 and recorded in Deed Book Volume 8123, Page 547

1.2.8 Relocation of Easement Agreement by empire Properties, Inc. and Thomas B. Logan, dated June 17, 1998, and recorded June 18, 1998 in Deed Book Volume 10226, Page 42.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Association" means the Unit Owners' Association of the Community and shall be known as the "Avonlea Estates Phase III". The Association shall consist of both Class A Members and Class B Members.

b. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.

c. "Common Facilities" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Facilities in the Community include: a walking trail, open space and conservation easement areas and the common entrances to Avonlea Estates located off of Babcock Boulevard.

d. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, as defined in the Act.

e. "Declaration" means this document, as the same may be amended from time to time.

f. "Executive Board" means the Executive Board of the Association.

g. "Unit" means that portion of the Community designated for separate ownership or occupancy, the boundaries of which are described herein and in the Plats and Plans.

h. "Unit Owner" means Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Community, including Class A Unit Owners and Class B Unit Owners. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "Building(s)" means any building(s) constructed on a Unit by or at the direction of the Unit Owner, or constructed on the Common Facilities by or at the direction of the Declarant and/or the Association and included or to be included in the Property.

b. "Bylaws" shall mean the Bylaws of the Association, as the same may be adopted and amended from time to time.

c. "Class A Member" means every Class A Unit Owner, who shall, upon becoming a Class A Unit Owner, become a Class A Member of the Association. If more than one person or entity is a Class A Unit Owner for the same Unit, all shall be Class A Members of the Association, with such voting rights as are provided in the Bylaws of the Association.

d. "Class A Unit Owner" means an owner of a Unit other than a Class B Unit Owner, and the Declarant, until such time as the Declarant no longer has any ownership interest in any Units.

e. "Class B Member" means every Class B Unit Owner, who shall, upon becoming a Class B Unit Owner, become a Class B Member of the Association. If more than one person or entity is a Class B Unit Owner for the same Unit, all shall be Class B Members of the Association, with such membership rights as are provided in the Bylaws of the Association.

f. "Class B Unit Owner" means an owner of a Unit who purchased said Unit with the intent of either: i) constructing a single family residential Building thereon for sale to a third party (a contractor); or ii) having a single family residential Building constructed thereon in which the Unit Owner would reside.

g. "Community" means the Community described in Section 1.1 above.

h. "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community.

i. "Percentage Interest" means the undivided ownership interest held by each Class A Unit Owner in the Common Facilities appurtenant to each Unit as set forth in Exhibit "B" attached hereto and incorporated herein by reference, as the same may be amended from time to time.

j. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "C" and incorporated herein by reference, as the same may be amended from time to time. The Plats and Plans are the same as the recorded Plan of the Property, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 210, Pages 188-195.

k. "Property" means the Property described in Section 1.1 above.

l. "Rules and Regulations" means such Rules and Regulations as are adopted by the Executive Board of the Association and affect the use and occupancy of the Community and the Common Facilities.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; CONVERSION OF MEMBERSHIP FROM CLASS A TO CLASS B; MAINTENANCE RESPONSIBILITIES; VOTING RIGHTS

Section 2.1 Percentage Interests.

2.1.1 Once all Units are owned by Class A Unit Owners, each Unit owned by a Class A Unit Owner shall have a Percentage Interest in the Common Facilities, and be required to pay a share of the Common Expenses associated therewith, equivalent to such Percentage Interest. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and stating the Percentage Interest associated with such Unit when all Units are owned by a Class A Unit Owners.

2.1.2 Until such time as all Units are owned by Class A Unit Owners, the Percentage Interest of each Unit owned by a Class A Unit Owner shall be determined by dividing one (1) by the total number of Units owned by Class A Unit Owners.

2.1.3 The Percentage Interest calculated as set forth in paragraphs 2.2.1 and 2.1.2 above, as the case may be, shall determine the share of the Common Expenses for which each Unit is liable, except as set forth in paragraph 2.1.4 herein.

2.1.4 Class B Unit Owners have no Percentage Interest in the Common Facilities, but shall be responsible for payment of a share of all insurance costs associated with the Common Facilities for which all Unit Owners have liability, that share being equal to a fraction having as its numerator one (1) and as its denominator the total number of Units in the Community.

Section 2.2 Conversion of Unit Ownership from Class B to Class A.

2.2.1 A Class B Unit Owner who is a contractor shall only remain as a Class B Unit Owner until the earlier of: i) resale of the Unit to a third party after construction of a single family residential Building thereon; or ii) eighteen (18) months after becoming a Class B Unit Owner.

2.2.2 A Class B Unit Owner who purchased the Unit with the intent of residing therein shall only remain a Class B Unit Owner until the earlier of: i) issuance of an occupancy permit for the single family residential Building constructed on the Unit; or iii) eighteen (18) months after becoming a Class B Unit Owner.

2.2.3 The Class B Unit Owner who has not satisfied the conditions stated in subsection i) of paragraphs 2.1.1 or 2.1.2 above, as the case may be, shall, at the expiration of said eighteen (18) month period, automatically become a Class A Unit Owner, subject to all rights and obligations of Class A Unit Owners thereafter.

2.2.4 Any person purchasing a Unit from a Class B Unit Owner after construction of a single family residential Building thereon shall be a Class A Unit Owner.

Section 2.3 Voting Rights. Each Unit held by a Class A Unit Owner shall have one (1) vote in the Association. Cumulative voting shall be permitted for the election of members of the Executive Board. Units held by Class B Members shall not have voting rights in the Association, but shall be given notice of all meetings of the Association and representatives of Class B Members shall have the right to attend and speak at all meetings of the Association.

Section 2.4 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans.

Section 2.5 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Facilities and the Units by virtue of the foregoing boundary descriptions, the Units and Common Facilities shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein.

Section 2.6 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act.

Subdivision or conversion of Units by the Declarant pursuant to §5215 of the Act may not result in more than three (3) additional Units.

ARTICLE III

EASEMENTS

Section 3.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§5216, 5217 and 5218 of the Act, the following easements are hereby created:

3.1.1 Offices and Models. Declarant shall have the right to assign to Class B Unit Owners the right to maintain sales offices, management offices and models throughout the Property, on their respective Unit(s). Declarant reserves the right, for itself and its assigns, to place one or more management and/or sales offices on any portion of the Common Facilities in such manner, of such size and in such locations as Declarant or its assignee deems appropriate. Declarant or its assignee may from time to time relocate management and/or sales offices to different locations within the Common Facilities. Declarant or its assignee shall have the right to remove any such management and/or sales offices from the Common Facilities at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

3.1.2 Utility Easements. The Units and Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 3.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Facilities. Notwithstanding the foregoing provisions of this Section 3.1.2, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit.

3.1.3 Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Facilities and portions of any Unit not within the buildable area of a Unit for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

ARTICLE IV

AMENDMENT OF DECLARATION

Section 4.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in §5219 of the Act, the other Sections of the Act referred to in §5219 thereof and the express provisions of this Declaration.

Section 4.2 Rights of Secured Lenders. Subject to the limitations imposed by §5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE V

USE RESTRICTIONS

Section 5.1 Use and Occupancy of Units and Common Facilities. The construction on, and subsequent occupancy and use of the Units and Common Facilities shall be subject to the following restrictions and covenants. Reasonable Rules and Regulations not in conflict with this Declaration, concerning the use and enjoyment of the Property, may be promulgated and amended from time to time by the Executive Board consistent with the Bylaws of the Association. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

5.1.1 No part of the Property other than the Common Facilities shall be used for other than single family housing for residential purposes for which the Property was designated except as otherwise provided.

5.1.2 No structure, building or improvement may be constructed on the Common Facilities except as is or will be consistent with the use of the Common Facilities for the recreation and enjoyment of the members of the Association. The Common Facilities may

not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Facilities, or any woodlands thereon.

5.1.3 Except as hereinafter provided, no Building may be erected or maintained on any Unit other than a detached single family dwelling and its appurtenant garage, with the exception of those Units upon which the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices.

5.1.4 No two (2) single family residential Buildings located within five hundred (500) feet of each other with front yards on the same street shall be identical. Single family residential Buildings containing the same external architectural design and located within five hundred (500) feet of each other are permitted if their respective front yards are on different streets.

5.1.5 No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

5.1.6 No Building in the process of construction shall be used or occupied as a residence until the exterior construction of the Building as a single family residence shall have been completed. No basement, garage or other structure other than the single family residential Building for which plans have been approved as herein provided shall be used as a residence or occupied temporarily or permanently.

5.1.7 Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

5.1.8 Except as to the Declarant or its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold Units, and on any part of the Common Facilities. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit.

5.1.9 No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a committee comprised

of James C. Rumbaugh, Benard A. Sampson and Leah A. Merola, or by a representative designated by a majority of the members of said committee. Such approval shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on the later of January 1, 2019 or such date as the Association shall agree to appoint representatives to perform the duties of such committee, and a written instrument is duly recorded evidencing the transfer of responsibility for such review to the Association.

5.1.10 No Building or any part thereof may be erected on any Unit nearer to the front lot line and any side street than the Building setback lines shown on the Plats and Plans, nor shall any building be erected nearer than current municipal requirements to the side line of any Unit. No structure other than the dwelling shall be erected on any Unit nearer to the street on which said Unit abuts than the nearest wall of the dwelling erected thereon. No residential structure shall be erected or placed upon any Unit having a width of less than eighty (80') feet at the front building setback line as shown on the Plats and Plans. No Building shall be erected on a Unit until a plot plan showing the location of the Building on the Unit shall have been approved by the municipal engineer.

5.1.11 No trailer or tent shall be placed on any Unit. No shed may be erected on any Unit without the prior written consent of the committee named in paragraph 5.1.9 or its successor as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Unit nearer to a street on which said Unit abuts than the nearest wall of the Building erected thereon.

5.1.12 All foundations for individual Buildings to be constructed on a Unit shall be brick to grade on all four sides.

5.1.13 No more than seventy-five percent (75%) of the mature woodlands and hardwoods on a Unit may be disturbed in the erection of any Building on a Unit unless the same have been approved in advance by the committee named in paragraph 5.1.9 or its successor.

5.1.14 No fence other than a split rail fence shall be erected on any Unit nearer to a street upon which said Unit abuts than the nearest wall of the dwelling house erected thereon and no fence shall be built to a height greater than four feet (4') unless required by the

ordinances of the Township of Pine, and approved as to aesthetics by the committee named in paragraph 5.1.9.

5.1.15 All driveways installed on a Unit shall be composed of asphalt, concrete, brick or other equivalent material, and shall be completed at the same time as completion of the single family residential Building on the Unit, weather permitting, but in no event, later than six (6) months after completion of the single family residential Building constructed on the Unit.

5.1.16 There shall be no obstruction of the Common Facilities, nor shall anything or any structure be stored in or on the Common Facilities without the prior consent of the Executive Board, except as herein expressly provided.

5.1.17 Nothing shall be done or kept in or on any Unit or the Common Facilities which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

5.1.18 No Unit Owner shall permit anything to be done or kept in or on the Unit or the Common Facilities which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Facilities.

5.1.19 No obnoxious or offensive activity shall be maintained in or on any Unit or the Common Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or residents of any Building constructed on a Unit.

5.1.20 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

5.1.21 No Unit Owner, nor anyone residing or otherwise on a Unit or a Building constructed on a Unit, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

5.1.22 The walks and entrances of each Unit shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

5.1.23 No radio or television aerial, antenna, wiring and/or satellite dish greater than eighteen inches (18") in diameter shall be installed on any Unit without the written consent of the Executive Board. The Executive Board may remove, without notice, any such aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was

made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

5.1.24 No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on a Unit unless installed on an approved deck or patio attached to the single family residential Building constructed on the Unit, without the prior written consent of the Executive Board.

5.1.25 Only normal household pets will be permitted in a Building constructed on a Unit, on a Unit and/or on the Property. In no event shall any pet be permitted in any outside area to run freely and all such pets must be under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Facilities. No lines, chains, dog house or other pet shelters shall be permitted on any portion of the Common Facilities. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his or her animal to disturb any other Unit Owner.

5.1.26 No commercial trucks, trailers or vans may be parked in the Community for more than the time required to make a delivery to, pick-up from, or repair to a Unit or part thereof, or as part of the construction or repair of any structure on or contents of a Unit or the Common Facilities. No repairs, except minor repairs taking less than twenty-four (24) hours, may be made to automobiles on a Unit. No recreational vehicles may be parked on a Unit for more than twenty-four (24) hours except in a location approved by the Executive Board.

5.1.27 Easements shown on the Plats and Plans are reserved for sewers, drainage, water and utility installations and maintenance and for such purposes and uses as may be shown on said Plan recorded.

5.1.28 All Units must be either seeded or sodded for the entire front, both sides and to a minimum distance of thirty (30') feet from the rear of the dwelling, however, the Owner may include properly landscaped areas of chips, bark or other similar materials within the areas that would otherwise be seeded or sodded. This seeding or sodding shall be done within sixty (60) days or next immediate growing season after erection of the dwelling on the Unit, whichever comes first.

5.1.29 All Units shall have at least two (2) street trees (of at least 2 1/2" in diameter and of a species acceptable to the Declarant), except that corner lots shall have four (4) such trees (two (2) on each side abutting the street). The type of tree shall be determined by the Declarant and will be planted between the sidewalks and curbs. Unit Owners shall be responsible for the maintenance of such trees and shall promptly replace any such trees that may subsequently die.

5.1.30 All Units shall be subject to easements for public utilities and all houses must conform to the building lines shown on the 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.

5.1.31 No debris incidental to work on one Unit may be placed on another Unit. All debris must be removed by the time of completion of the work to which it is incidental.

5.1.32 Within one (1) year from issuance of the building permit by the Township, the house, driveway, sidewalk, and all landscaping shall be completed. Driveway must be concrete or asphalt.

5.1.33 House lamps shall be required in front of all Units, at a distance of twenty (20') feet from edge of street. The house lamps must be kept in good repair and operating. The type will be determined by the Declarant.

5.1.34 Common mailboxes will be required for all Units. The type will be determined by the Declarant.

5.1.35 Unit owners shall be responsible for sidewalk maintenance (including snow and ice removal) on sidewalks on their Units.

5.1.36 These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2019, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, amended in accordance with the terms of this Declaration.

5.1.37 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.

5.1.38 The committee named in paragraph 5.1.9 above shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in paragraphs 5.1.4, 5.1.11, 5.1.13, 5.1.14 and/or 5.1.15 hereof in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2019 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

5.1.39 The invalidation of any one of the covenants and/or restrictions by judgment, decree or order of court shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE VI

LEASING

Section 6.1 Limitation on Leasing Rights. A Unit Owner may lease or sublease his or her Unit and any Building constructed thereon (but not less than his or her entire Unit and/or Building constructed thereon) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) a mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit and/or Building constructed thereon may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit and/or Building constructed thereon may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit and/or Building constructed thereon shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit and/or Building constructed thereon to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE VII

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 7.1 Common Expenses. Until such time as the first occupancy permit has been issued for occupancy within the Community, no Common Expense assessments shall be made. Thereafter, Common Expense assessments for all Common Expenses other than insurance on the Common Facilities shall be assessed against Class A Unit Owners in accordance with their Percentage Interests, and insurance expenses for the Common Facilities for which all Unit Owners have liability shall be assessed against all Unit Owners, with each Unit assessed a percentage of the insurance costs equal to a fraction having as its numerator one (1) and as its denominator the total number of Units in the Community.

Section 7.2 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month, or as otherwise determined by the Executive Board. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 7.3 Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

Section 7.4 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses shall be held by the Association as reserves for future Common Expenses.

Section 7.5 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

ARTICLE VIII

DECLARANT'S RIGHTS AND WARRANTIES

Section 8.1 Control.

(a) Until the 60th day after twenty-five percent (25%) of the Units are owned by Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 60 days after twenty-five percent (25%) of the Units are owned by Unit Owners other than Declarant, two of the five members of the Executive Board shall be elected by the Class A Members of the Association other than Declarant.

(c) Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) sixty days after seventy-five percent (75%) of the Units are owned by Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Class A Members of the Association (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

Section 8.2 Structural Warranties. **TO THE EXTENT COMMON FACILITIES ARE PROVIDED HEREUNDER, DECLARANT SHALL WARRANT AGAINST STRUCTURAL DEFECTS IN ALL OF THE COMMON FACILITIES. FOR THE PURPOSES OF THIS PARAGRAPH, "STRUCTURAL DEFECTS" MEANS THOSE DEFECTS IN COMPONENTS CONSTITUTING ANY COMMON FACILITY WHICH REQUIRE REPAIR, RENOVATION, ALTERATION OR REPLACEMENT AND EITHER (A) REDUCE THE STABILITY OR SAFETY OF THE COMMON FACILITY BELOW ACCEPTABLE STANDARDS, OR (B) RESTRICT THE NORMAL INTENDED USE OF ALL OR ANY PART OF THE COMMON FACILITY AND WHICH REQUIRE REPAIR, RENOVATION, RESTORATION OR REPLACEMENT.**

DECLARANT FURTHER WARRANTS THAT ALL GRADING WORK DONE ON THE UNITS SHOWN ON THE PLATS AND PLANS WAS DONE IN A PROPER WORKMANLIKE MANNER CONSISTENT WITH ALL STANDARDS IN THE INDUSTRY. DECLARANT MAKES NO STRUCTURAL OR OTHER WARRANTIES OTHER THAN A WARRANTY OF TITLE, TO ANY UNIT OWNER.

THE FOREGOING WARRANTIES SHALL NOT BE CONSTRUED TO MAKE DECLARANT RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE COMMON FACILITIES. THE WARRANTY DESCRIBED ABOVE, AS TO EACH COMMON FACILITY AS TO WHICH THE DECLARANT MAKES THIS WARRANTY, BEGINS ON THE DATE OF COMPLETION OF SUCH COMMON FACILITY AND CONTINUES FOR A PERIOD OF TWO (2) YEARS THEREAFTER.

THESE ARE THE ONLY WARRANTIES GIVEN TO UNIT OWNERS BY DECLARANT, EXCEPT THE WARRANTY OF TITLE. EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED AS TO SYSTEMS, APPLIANCES OR EQUIPMENT. DECLARANT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE UNIT, AND APPURTENANCES THERETO, BECAUSE, WITH THE EXCEPTION OF THE COMMON FACILITIES, DECLARANT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION IN THE COMMUNITY.

EACH UNIT OWNER SHALL CONSTRUCT OR SECURE THE CONSTRUCTION OF A SINGLE FAMILY RESIDENTIAL BUILDING ON THE UNIT OWNER'S UNIT AND SHALL ONLY LOOK TO THE ENTITY CONSTRUCTING SUCH BUILDING FOR STRUCTURAL AND OTHER WARRANTIES RELATIVE TO SUCH BUILDING AND ITS CONTENTS. DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REFERENCE TO ANY BUILDING OR OTHER IMPROVEMENT CONSTRUCTED ON A UNIT, EXCEPT AS HEREIN STATED.

ARTICLE IX

LIMITATION OF LIABILITY

Section 9.1 Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 9.2 Good Faith Reliance. In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 9.3 Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 9.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 9.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including

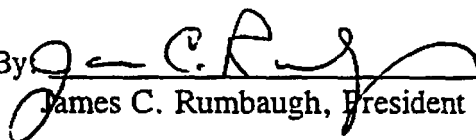
attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 9.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 9.5 Directors and Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 9.4 above, if and to the extent available at reasonable cost.

IN WITNESS WHEREOF, the said Bar Development Co. has caused its name to be signed to these presents by its general partner on this 16th day of APRIL, 1999.

Bar Development Co.,
a Pennsylvania corporation

By: 
James C. Rumbaugh, President

J:\REV\1807\093\DOCUMENT\declaration 2.doc

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On this the 16th day of April, 1999, before me, a Notary Public, the undersigned officer, personally appeared James C. Rumbaugh, satisfactorily proven to be the President of Bar Development Co., a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Leinie H. Baacke
Notary Public

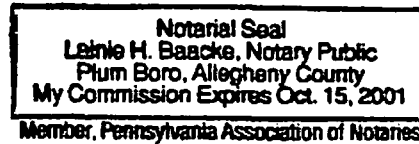
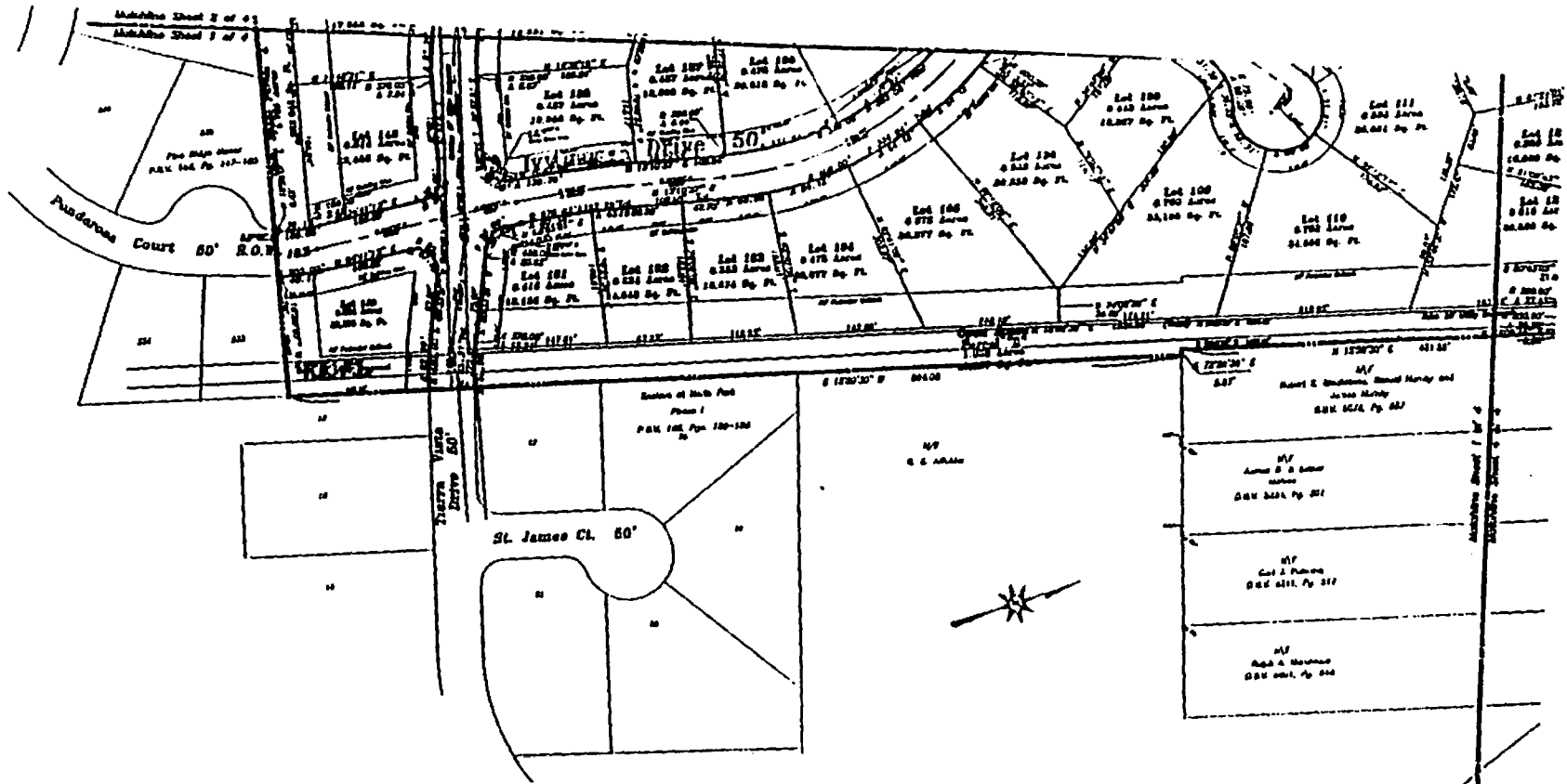


EXHIBIT "A"

ALL that certain parcel of ground situate in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania being Avonlea Estates Phase III, P.R.D. Subdivision Plan as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 210 Pages 188 - 195.

EXHIBIT "B"
 AVONLEA ESTATES PHASE III
 PERCENTAGE INTERESTS & IDENTIFYING NUMBERS

LOT #	LOT ADDRESS	PERCENTAGE INTERESTS
101.	1016 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
	353 IVY DRIVE	GIBSONIA, PA 15044 2.041%
102	351 IVY DRIVE	GIBSONIA, PA 15044 2.041%
103	349 IVY DRIVE	GIBSONIA, PA 15044 2.041%
104	347 IVY DRIVE	GIBSONIA, PA 15044 2.041%
105	345 IVY DRIVE	GIBSONIA, PA 15044 2.041%
106	343 IVY DRIVE	GIBSONIA, PA 15044 2.041%
107	341 IVY DRIVE	GIBSONIA, PA 15044 2.041%
	102 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
108	104 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
109	106 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
110	108 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
111	107 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
112	105 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
113	103 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
114	101 MYRTLE COURT	GIBSONIA, PA 15044 2.041%
	337 IVY DRIVE	GIBSONIA, PA 15044 2.041%
115	331 IVY DRIVE	GIBSONIA, PA 15044 2.041%
116	325 IVY DRIVE	GIBSONIA, PA 15044 2.041%
117	323 IVY DRIVE	GIBSONIA, PA 15044 2.041%
118	321 IVY DRIVE	GIBSONIA, PA 15044 2.041%
119	319 IVY DRIVE	GIBSONIA, PA 15044 2.041%
120	317 IVY DRIVE	GIBSONIA, PA 15044 2.041%
121	315 IVY DRIVE	GIBSONIA, PA 15044 2.041%
122	316 IVY DRIVE	GIBSONIA, PA 15044 2.041%
123	318 IVY DRIVE	GIBSONIA, PA 15044 2.041%
124	320 IVY DRIVE	GIBSONIA, PA 15044 2.041%
125	322 IVY DRIVE	GIBSONIA, PA 15044 2.041%
126	324 IVY DRIVE	GIBSONIA, PA 15044 2.041%
127	326 IVY DRIVE	GIBSONIA, PA 15044 2.041%
128	328 IVY DRIVE	GIBSONIA, PA 15044 2.041%
129	330 IVY DRIVE	GIBSONIA, PA 15044 2.041%
130	332 IVY DRIVE	GIBSONIA, PA 15044 2.041%
131	334 IVY DRIVE	GIBSONIA, PA 15044 2.041%
132	336 IVY DRIVE	GIBSONIA, PA 15044 2.041%
133	338 IVY DRIVE	GIBSONIA, PA 15044 2.041%
134	340 IVY DRIVE	GIBSONIA, PA 15044 2.041%
135	342 IVY DRIVE	GIBSONIA, PA 15044 2.041%
136	344 IVY DRIVE	GIBSONIA, PA 15044 2.041%
137	346 IVY DRIVE	GIBSONIA, PA 15044 2.041%
138	348 IVY DRIVE	GIBSONIA, PA 15044 2.041%
	1020 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
139	1024 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
140	1028 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
141	1032 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
142	1036 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
143	1045 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
144	1041 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
145	1037 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
146	1033 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
147	1029 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
148	1025 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%
	605 PONDEROSA COURT	GIBSONIA, PA 15044 2.041%
149	608 PONDEROSA COURT	GIBSONIA, PA 15044 2.041%
	1021 TIERRA VISTA DRIVE	GIBSONIA, PA 15044 2.041%



Density Calculation Breakdown

	Zoning Density	Dwelling Units Permitted
Gross Site Area in the R-1 District	43.448 ac.	43.448 du
Gross Site Area in the S-1 District	8.028 ac.	4.014 du
Gross Site Area	51.476 ac.	49.462 du

49 Dwelling Units Proposed

Site Data

Gross Area	51.476 Acres
Dwelling Units	49 Lots
Density	1.1 du/ac
Gross Open Space	19.141 Acres
Net Open Space	18.141 Acres
% Open Space	36%

Current Zoning = S-1 Special District
 = R-1 Suburban Residence District

Note: Wetland locations digitized by Steven Victor Associates from wetland identification/delineation report prepared by Andrew Martin Associates, Inc.

■ - Denotes Concrete Monument to be placed on Right-of-Way Line

Developer / Owner:
 Bar Development Company
 772 Pine Valley Drive
 Pittsburgh, Pa. 15239
 Tel: (412) 327-5753

Empire Properties, Inc.
 375 Golfside Drive
 Wexford, Pa. 15090
 Tel: (412) 935-5257

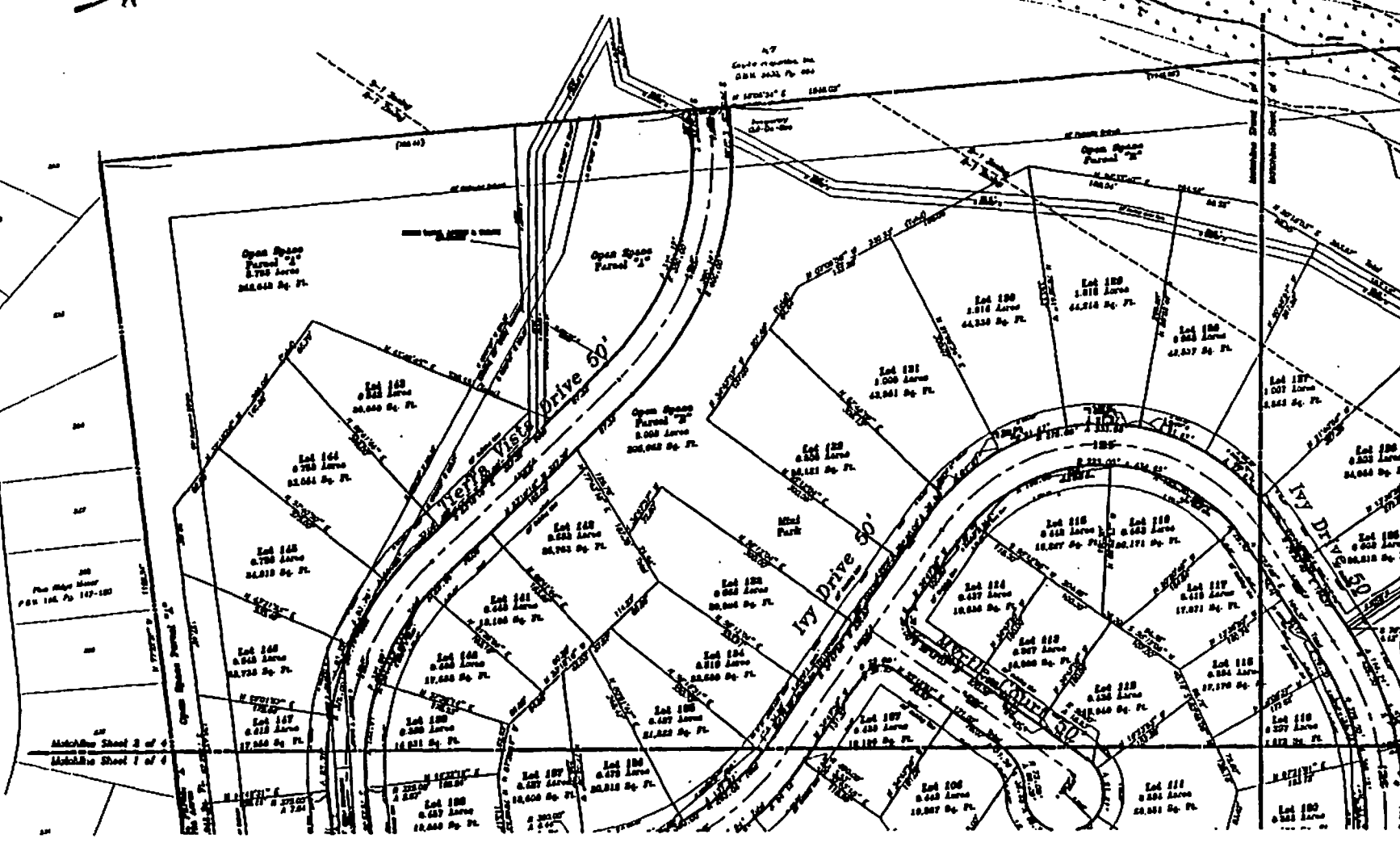
Surveyor:
 Shutty, Inc.
 12925 Perry Highway
 Wexford, Pa. 15090
 Tel: (724) 935-5477
 Fax: (724) 935-6060

Avonlea Estates
Phase III, P.R.D.
 Situate in
Pine Township
Allegheny County, Pa.
 Prepared For
Bar Development Company

Prepared By
 Shutty, Inc.
 12925 Perry Highway
 Wexford, Pa. 15000

SCALE 1"=200'
 Date: March 13, 1998
 Rev.: June 3, 1993
 Rev.: July 14, 1993

DBV 10450PG630



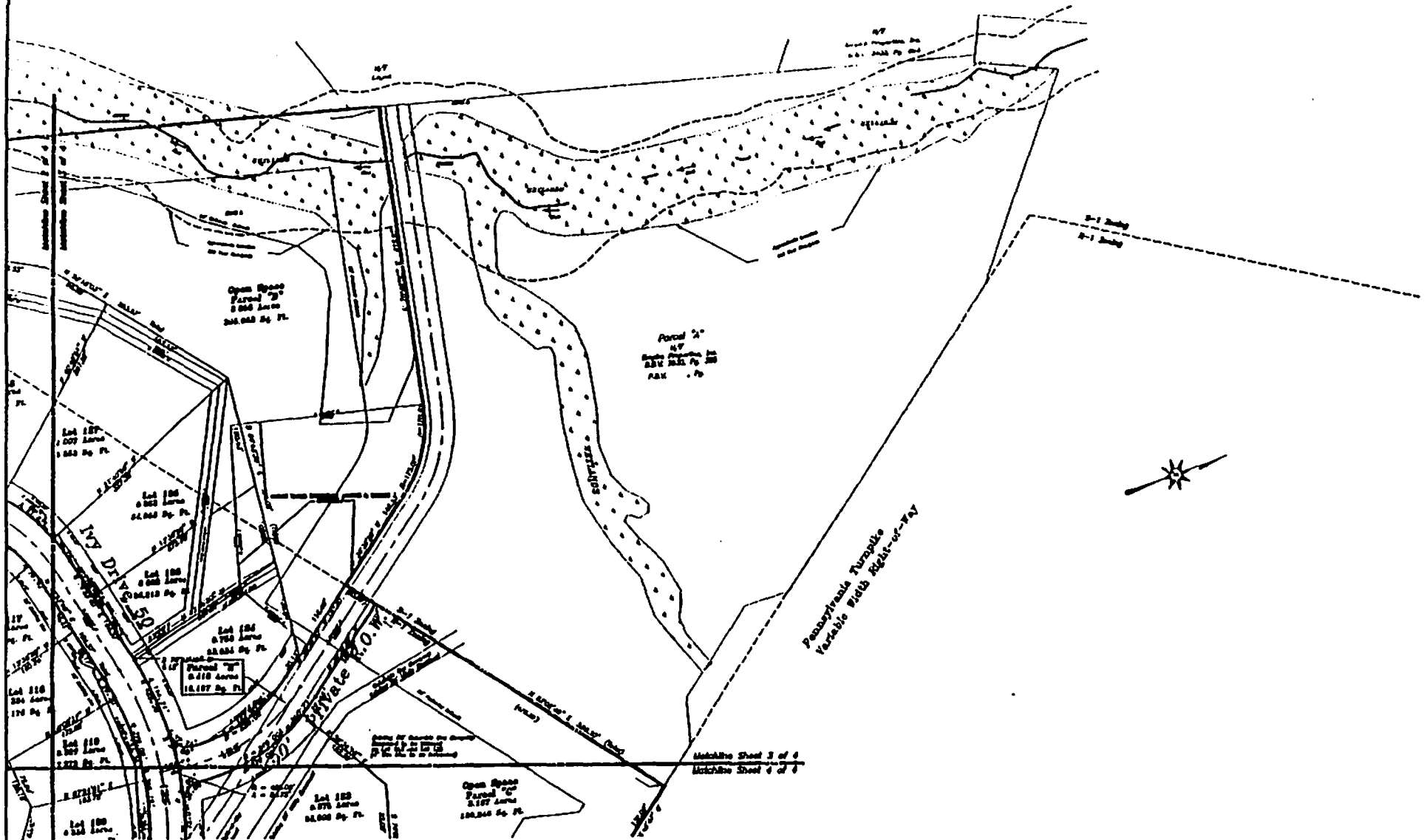
Note: Wetland locations digitized by Steven Victor Associates from wetland identification delineation report prepared by Andrew Martin Associates, Inc.

■ - Denotes Concrete Monument to be placed on Right-of-Way Line

**Avonlea Estates
Phase III, P.R.D**
Situato in
**Pine Township
Allegheny County, Pa.**
Prepared For
Bar Development Company

Prepared By
Shuty, Inc.
12025 Perry Highway
Wexford, Pa. 15090

SCALE 1"=200'
Date: March 13, 1998
Rev: June 5, 1998 Rev: July 30, 1998
Rev: July 14, 1998



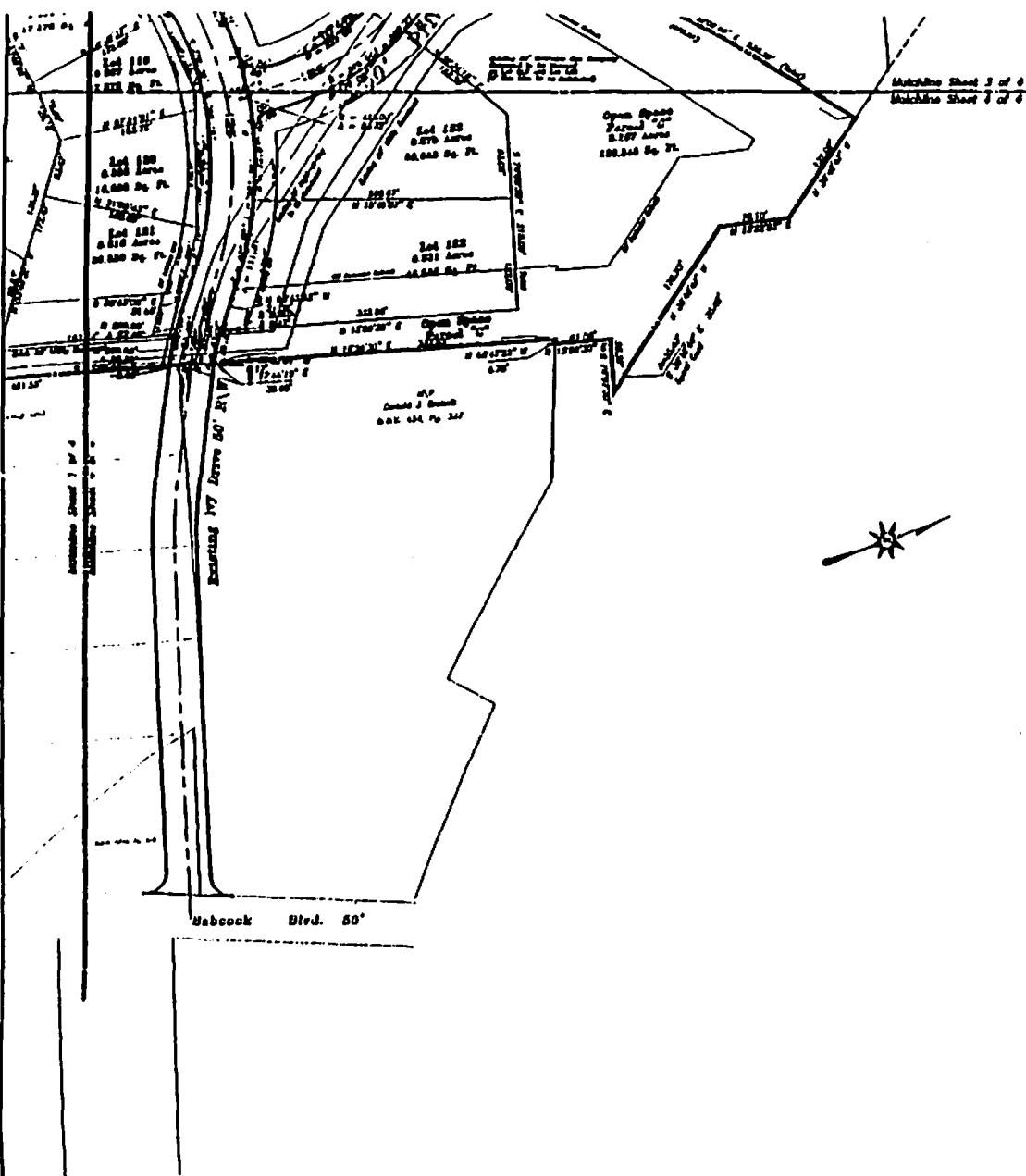
Note: Wetland locations digitized by Steven Victor Associates from wetland identification / delineation report prepared by Andrew Martin Associates, Inc.

■ - Denotes Concrete Monument to be placed on Right-of-Way Line

**Avonlea Estates
Phase III, P.R.D.**
Situates in
**Pine Township
Allegheny County, Pa.**
Prepared For
Bar Development Company

Prepared By **Shuty, Inc.** SCALE 1"=800'
12925 Perry Highway Date: March 13, 1998
Wexford, Pa. 15000 Rev: June 5, 1999
Rev: July 14, 1998

EXHIBIT "C"
DBV 10450PG632



Note: Wetland locations digitized by Steven Victor Associates from wetland identification/delineation report prepared by Andrew Martin Associates, Inc.

■ - Denotes Concrete Monument to be placed on Right-of-Way line

Avonlea Estates
 Phase III, P.R.D.
 Situate in
 Pine Township
 Allegheny County, Pa.
 Prepared For
Bar Development Company

Prepared By Shuty, Inc.
 12925 Perry Highway
 Wexford, Pa. 15090

SCALE 1"=200'
 Date: March 13, 1998
 Rev.: June 5, 1998
 Rev.: July 14, 1998

APR 16 1993 08:43:16

DBV10450PG634

DECLARATION OF PLANNED
COMMUNITY OF
AVONLEA ESTATES PHASE III

D
67.50
PNC 515

I CERTIFY THIS DOCUMENT RECEIVED AT THE COUNTY OF ALLEGANY, PA MICHAEL J. CELLARONE

APR 16 12 31 PM '93

Michael J. Cellarone



MAIL TO:

BAR DEVELOPMENT CO.
772 PINE VALLEY DRIVE
PITTSBURGH, PA 15239

COMMUNITY OF ALLEGANY