



Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

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Parties: CAPITAL H DEVELOP L P

To CREEKVIEW COMMONS

of Pages: 33

Comment: DECLARATION

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Pages > 4 28
Names > 4 0
Total: 134.50

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Department of Real Estate Stamp

Affidavit Attached-No
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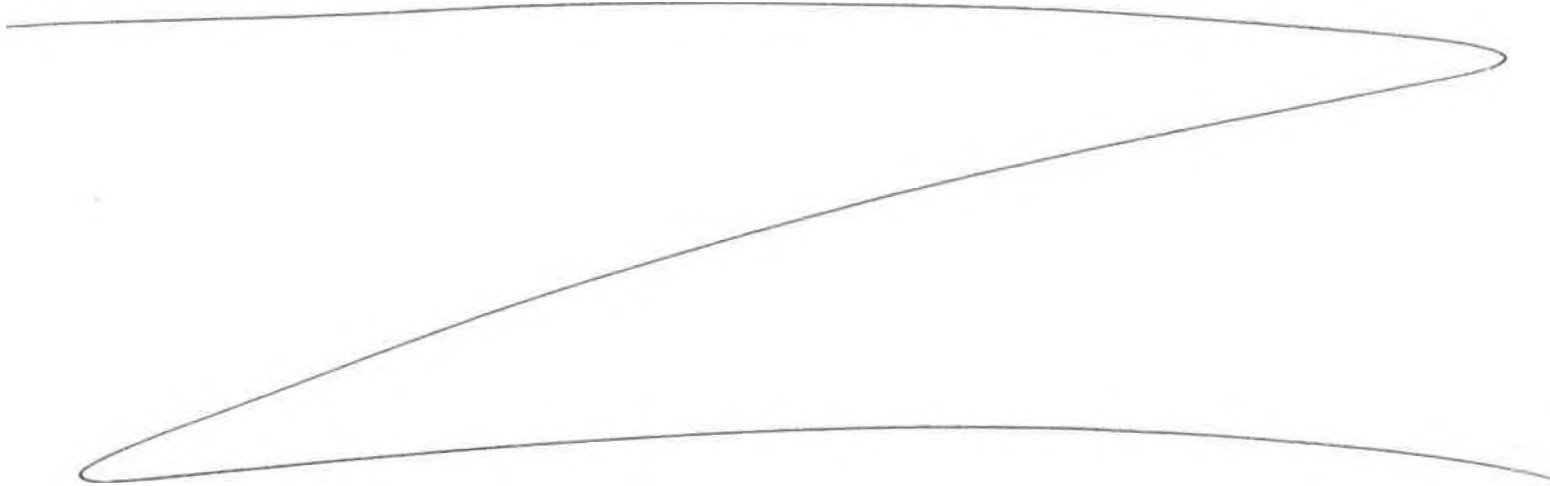
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Valerie McDonald Roberts, Manager
Dan Onorato, County Executive



**DECLARATION OF PLANNED COMMUNITY
FOR
CREEKVIEW COMMONS,
A PLANNED COMMUNITY**

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CREEKVIEW COMMONS

DECLARATION OF PLANNED COMMUNITY

Capital H Development, L.P., a Pennsylvania limited partnership (“Declarant”) hereby files this Declaration of Planned Community for CREEKVIEW COMMONS, a Planned Community (the “Declaration”).

PREAMBLE

WHEREAS, Declarant is the owner in fee simple of real property located in the Borough of Oakdale, Allegheny County, Pennsylvania, as more particularly described in Exhibit “A” attached hereto, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the “Property”); and

WHEREAS, Declarant desires to create with the recordation hereof the Planned Community to be known as CREEKVIEW COMMONS, a Planned Community (the “Planned Community”); and

WHEREAS, Declarant hereby declares that the Planned Community shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Planned Community, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title, or interest in the Planned Community or any part thereof, and their heirs, successors, and assigns, and which shall inure to the benefit of each Owner (as hereinafter defined) and the Borough of Oakdale.

NOW THEREFORE, Declarant hereby declares the following covenants, conditions and restrictions affecting the Planned Community, with the intent to be legally bound hereby;

ARTICLE I

SUBMISSION

1.1. Declarant hereby submits the Property to the following covenants, conditions, reservations and restrictions, pursuant to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, *et seq.* (the “Act”) and hereby creates Creekview Commons, a Planned Community.

All current and contemplated improvements are shown on the Creekview Commons Plan of Subdivision, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania on March 9, 2011 at Plan Book Volume 270, page 189, as amended by the First Amended Plan of Creekview Commons as recorded in the Department of Real Estate of Allegheny County, Pennsylvania on December 5, 2011

at Plan Book Volume 272, page 187, as it may be further amended from time to time, and on the plans attached hereto as Exhibit "B", in accordance with the provisions of 68 Pa.C.S.A. § 5210.

1.2. Easements and Licenses. Attached as Exhibit "C" is a list of the recorded easements and licenses affecting the Property.

ARTICLE II **DEFINITIONS**

As used in this Declaration, the following terms shall have the meaning designated:

2.1. "Association" shall mean the Creekview Commons Homeowners Association, a non-profit corporation, formed solely to maintain and operate the Common Elements of the Planned Community and administer the terms and conditions of this Declaration, the Bylaws and the Rules and Regulations of the Association.

2.2. "Building(s)" means any building(s) included in the Property.

2.3. "Common Elements" shall mean all real and personal property located within the Planned Community to be maintained by the Association for the common use and enjoyment of the Members of the Association, including "Common Facilities" and "Controlled Facilities."

2.4. "Common Expenses" shall mean the expenditures made by or financial liabilities of the Association together with any allocations to reserves, as more fully described in Article VI of this Declaration.

2.5. "Common Facilities" shall mean any real estate within the Planned Community which is owned by the Association and is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association as defined herein and in the Act, including, but not limited to the private access road, entrance sign and entrance monument to the Planned Community.

2.6. "Controlled Facilities" shall mean all real estate and improvements within the Planned Community whether or not a part of a Lot, which is not a Common Facility, but which is maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Association. Controlled Facilities shall include, but are not limited to: all lawns and landscaping, driveways, sidewalks, decks, roofs, gutters, downspouts, soffit, fascia, siding and masonry.

2.7. "Controlled Facility Expenses" shall mean the expenses of the Controlled Facilities, which are to be assessed against the Lot Owners if incurred by the Association as a result of its responsibility for maintaining, improving, repairing, replacing, regulating, managing, insuring and controlling the Controlled Facilities which are a part of, or benefit solely, the Lots.

2.8. “Declarant” shall mean Capital H Development, L.P., a Pennsylvania limited partnership, its successors and assigns and all assignees to any Special Declarant Rights.

2.9. “Declaration” shall mean this Declaration of Planned Community for Creekview Commons, a Planned Community.

2.10. “Limited Common Elements” shall mean those portions of the Common Elements that are designated by the Declarant for use by the Owner(s) of one (1) or more, but fewer than all, Lots.

2.11. “Lot” shall mean each of the lots intended for individual separate ownership on which townhome single-family dwellings are constructed or to be constructed (also referred to as “Lots”).

2.12. “Member” shall have the meaning described in Section 5.1.

2.13. “Mortgage” shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Planned Community or any part thereof.

2.14. “Mortgagees” shall mean and refer to a beneficiary or holder of a Mortgage.

2.15. “Owner” shall mean and refer to Declarant or such other person(s) or entity(ies) which holds title to one or more Lots in the Planned Community. The term does not include a person(s) or entity(ies) having an interest in a Lot solely as security for an obligation.

2.16. “Percentage Interest” means the undivided ownership interest in the Common Elements appurtenant to each Unit as shown on Exhibit “D” attached hereto and incorporated herein.

2.17. “Planned Community” shall mean and refer to the Lots and the Common Elements of Creekview Commons as shown on the Subdivision Plan.

2.18. “Plans” shall mean and refer to the drawings attached hereto as Exhibit “B”, as they may from time to time be amended.

2.19. “Subdivision Plan” shall mean, collectively, that certain recorded subdivision plan known as the Creekview Commons Plan of Subdivision, recorded in the Department of Real Estate of Allegheny County on March 9, 2011 in Plan Book Volume 270, page 189, as amended by the First Amended Plan of Creekview Commons as recorded in the Department of Real Estate of Allegheny County, Pennsylvania on December 5, 2011 at Plan Book Volume 272, page 187, and as it may from time to

time be further amended.

2.20. "Unit" or "Units" shall mean any one or more of the Lots in the Planned Community, the boundaries of which are shown on the Plans and the Subdivision Plan. The terms "Unit" and "Lot" are used herein interchangeably.

ARTICLE III EASEMENTS

3.1. Utility Easements. Declarant hereby reserves an easement over the Planned Community and all Lots and Units created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities 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, equipment, ducts and vents, over, under, through, along and on the Planned Community. Declarant grants to its builder and its employees and subcontractors (collectively, "Builder") the right to use such easements as necessary for the construction of improvements.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Planned Community, except as may be approved by the Declarant. Declarant hereby approves the location of all of the foregoing as required by Builder in the construction of improvements on Lots.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Planned Community without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Subdivision Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to the Borough of Oakdale, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

Declarant hereby specifically reserves an easement over all private alleyways appurtenant to any Lots, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of the Planned Community.

3.2. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Lots for the purpose of maintaining and correcting drainage of surface water from whatever source

within the Planned Community in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 3.2 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 shall restore the affected Common Elements and Lots as closely to their original condition as possible. Declarant grants the foregoing easement to correct drainage to Builder with respect to Lots as required to maintain and correct drainage of surface water on Lots.

3.3. Declarant's Easement for Development of Planned Community. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements in the Planned Community. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs. Declarant reserves the right to grant to others the right to maintain models, sales offices and signs under Section 5217 of the Act to any such special declarants, subject to the limitations and protections afforded to pursuant to the provisions of Section 5304(e)(3) of the Act. All rights granted and reserved herein are subject to compliance with Borough of Oakdale ordinances.

3.4. Easement for Use of Common Elements.

(a) Grant of Easement. Each Owner and each person lawfully on The Planned Community is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements.

3.5. Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements, including Common Facilities and Controlled Facilities. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements, including Common Facilities and Controlled Facilities, are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Lots or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities.

3.6. Easement for Encroachments and Relocation of Boundaries Between Lots. To the extent that any Lot or Common Element encroaches on any Lot, a valid easement for the encroachment exists. The Declarant and Builder are hereby released from liability for failure to strictly adhere to the Subdivision Plan. The Declarant will be afforded the opportunity to file a correction to the Subdivision Plan in order to properly reflect the

location of Units and Common Elements. Such amendment and correction may include the relocation of boundaries between adjoining Units without the joinder of the Owners of such Units or the joinder of the Association in the event such relocation of boundaries affects the Common Elements. The Declarant is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Units and their dimensions and identifying numbers.

ARTICLE IV
MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY;
ALLOCATION OF PERCENTAGE INTERESTS

4.1. Association's Responsibility. In general, the Association shall maintain and keep in good repair the Common Elements as required by this Declaration. In addition, the Association will assume responsibility for the following Controlled Facilities relative to portions of the Lots, with costs to be charged as Controlled Facility Expenses:

- (a) All lawns and landscaping, sidewalks and driveways;
- (b) all roofs, gutters, downspouts, soffit, fascia, siding and masonry;
- (c) snow removal from all driveways and walks to the front door of a dwelling; and
- (d) repair and replacement of decks on all Units.

4.2. Individual Owners Responsibility. Otherwise, the repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner. All lateral sewage collection lines, which run from Lots to sewage main lines, regardless of location, shall be considered Limited Common Elements as defined in Section 2.10 (above). The Owners whose Lots are serviced by such lateral lines shall be responsible for the performance of the maintenance, repair and replacement of such lateral lines. The obligation to pay expenses related to maintenance of such lateral lines shall be shared by the Owners serviced by such lateral lines on an equal basis.

4.3. Percentage Interests. The Identifying Numbers for the Units are set forth on Exhibit "C". Each Unit shall have the same Percentage Interest, being 4.761905%. The Percentage Interest shall determine the share of the Common Expenses for which each Unit is liable.

ARTICLE V
CREEKVIEW COMMONS HOMEOWNERS ASSOCIATION

5.1. Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind of nature required or desired within the Planned Community for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for Lot in the Planned Community, agrees to and shall be subject to the obligations and duly enacted Bylaws

and Rules and Regulations of the Association. The Members of the Association shall be the Declarant and all Owners. With respect to the affairs of the Association, the Owner of each Lot shall have one vote.

5.2. Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 11.2(a), the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association."

5.3. Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend Bylaws and Rules and Regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or the Planned Community.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- (j) To impose and collect payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) To impose and collect charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.

(l) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.

(m) To provide for the indemnification of its officers and Executive Board and to maintain directors' and officers' liability insurance.

(n) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.

(o) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.

(p) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4. Executive Board. Not later than the termination of any period of Declarant control in accordance with Section 11.2(a), the Members shall elect an Executive Board of at least three (3) members (which may later be expanded to have five (5) members). The Executive Board shall elect the officers of the Association. The members of the Executive Board and the officers shall take office upon election. The Executive Board shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Executive Board, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by the Declarant.

5.5. Bylaws. The Bylaws of the Association shall provide for all of the following:

(a) The number of members of the Executive Board and the titles of the officers of the Association.

(b) Election by the Executive Board of a President, Treasurer, Secretary and any other officers of the Association the Bylaws specify.

(c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers and filling vacancies.

(d) Which, if any, of its powers the Executive Board or officers may delegate to other persons or to a managing agent.

(e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.

(f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

ARTICLE VI
BUDGETS; COMMON EXPENSES ASSESSMENTS AND ENFORCEMENT

6.1. Budgets; Capital Expenditures. The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually. The Executive Board shall deliver to all Members copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

6.2. Monthly Assessments. The Annual Assessment for Common Expenses shall be established annually by the Executive Board. Annual Assessments shall be collected and paid monthly, quarterly or annually as determined by the Executive Board. The Executive Board may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount. It shall be the duty of the Executive Board at least thirty (30) days prior to the end of the Association's fiscal year to prepare a budget covering the estimated costs of operating the Association during the coming year. Each Lot shall be responsible for its prorata share of the Common Expenses, in addition to the Limited Common Expenses, Controlled Facility Expenses and Special Assessments and reserves as hereinafter defined as same may relate to such Lot. This prorata share shall be adjusted with the creation of any Lots within the Additional Real Estate. The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or occupancy of the improvements contained within such Lot, whichever first occurs. Declarant shall not be assessed on unsold Lots, but shall only be responsible for any actual costs incurred by the Association with respect to such Lots to which Declarant holds title on an equal basis with Lots that are sold and occupied.

6.3. Assessments for Limited Common Expenses and Special Assessments. The Executive Board may adopt assessments for Limited Common Expenses relating to the repair, maintenance and replacement of Limited Common Elements and shall be due and payable in one or more monthly installments as determined by the Executive Board. Also, the Executive Board may adopt Special Assessments relating to the repair, maintenance and replacement of the Common Elements, which Special Assessments shall be due and payable in one or more monthly installments as determined by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

6.4. Lien for Assessments, Fines and Interest. The Association shall have a lien against each Lot for any Common Expense and/or Limited Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j) and 5.3(k) and the reasonable the costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Member are collectible as assessments under this Section.

6.5. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty-five Thousand Dollars (\$25,000.00) without the prior approval of at least sixty percent (60%) of the Members.

6.6. Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. The Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Association shall also have the right to apply any such reserve amounts to Common Expenses as the Executive Board deems appropriate; provided, however, that such maintenance or replacement assessments relating to specific Lots may not be reallocated to Lots that are not the subject of such specific maintenance and replacement accounts.

6.7. Capital Improvement Fees Collected upon Sale and Resale. Subject to the right of the Executive Board to determine otherwise, the Association shall collect from each Owner of a Lot upon the purchase of a Unit (including the initial sale and resale), at the time of closing, a Capital Improvement Fee in the amount equal to three (3) times the then current monthly assessment.

6.8. Association Records. A statement of revenues and expenses for the Association shall be produced. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be

entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.9. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments or special assessments. Such further monthly assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Executive Board.

6.10. Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member and further based upon such Members contribution to such excess. These credits shall be applied to the next monthly assessments of Common Expenses due from each Member under the current fiscal year's budget, and thereafter, until exhausted.

6.11. Acceleration. If a Member is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies set forth in this Declaration, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

6.12. Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at a rate determined by the Executive Board (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Initially the interest rate on unpaid assessed amounts shall be 8% percent per annum. Any delinquent Member shall also be obligated to reimburse (1) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.13. Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Executive Board to take some action or perform some function

required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.14. Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.15. Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment.

6.16. Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien Mortgage placed upon a Lot. The sale or transfer of the Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment that became due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Lot from the obligation or liability for any assessments thereafter coming due or from the lien on any such subsequent assessments.

ARTICLE VII INSURANCE OF COMMON ELEMENTS

7.1. Coverages. The Association's duly authorized agent, shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of the Association, or any of the Members or their agents. The public liability policy shall have at least a One Million and No/100 Dollars (\$1,000,000.00) minimum property damage limit.

7.2. Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3. Contracts. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (a) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(b) All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members and Mortgagees, as their interest may appear, providing financing on the Common Elements.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4. Workers Compensation, in addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE VIII **USE RESTRICTIONS AND ARCHITECTURAL PROVISIONS**

8.1. No Lot shall be used for any purpose other than for single family residential use. For purposes of the Bylaws and this Declaration, "family" and "single family" shall be defined as (i) an individual or (ii) two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or (iii) not more than two (2) unrelated persons living together as a single housekeeping unit. Except with respect to the uses permitted the Declarant in the Bylaws or this Declaration, all such uses shall be subject to all the provisions of this Declaration and the Bylaws. No Unit Owner or lessee of any Unit Owner shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or result in the cancellation or suspension of any such insurance, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, and no Unit Owner will commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

8.2. Each and every Lot and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Planned Community. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Planned Community shall be observed and complied with, by and at the expense of all Owners.

8.3. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the Planned Community.

8.4. No garage or other structure other than the dwelling house for which the plans have been approved shall be used as a residence, temporarily or permanently, nor shall any dwelling house, foundation or basement in the process of construction be used for residential purposes.

8.5. A demising wall may not be relocated or altered without the written consent of the Executive Board, and provided further, that the provisions of Paragraph 8.6 are adhered to. Unit Owners are not permitted to paint, or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door, siding, foundation, garage door or other portion of the Unit which is visible from outside of any dwelling. Storm Doors may be installed on the exterior basement door only. No Storm doors may be installed on the front entrance door.

8.6. No Unit Owner shall make or permit any privacy fence, awning or other structural change, addition, alteration or improvement in or to his dwelling without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change results in rendering inaccurate the description of that Unit on the Subdivision Plan, it shall not be undertaken until the Subdivision Plan has been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within sixty (60) days after receipt thereof, and shall be deemed to have denied such request where no response is made within that period. Application to any governmental authority for necessary permits shall only be made by a Unit Owner after such Unit Owner has received prior written approval of the Executive Board for such application, and the Unit Owner shall submit a copy of such a proposed application to the Executive Board for approval; provided, further, that if the Executive Board so desires, the Executive Board shall be the applicant as agent for and at the expense of the Unit Owner, without the Executive Board to incur any liability by reason of acting as such agent of the Unit Owner.

8.7. No swimming pools or sports courts shall be permitted on any Lot unless approved as to location, material and design by the Declarant, and/or the Executive Board.

8.8. No decks, awnings, hedges, walls or fences shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant, and/or the Executive Board.

8.9. Mailboxes will be located in a location and will be of a design as approved by the Declarant and/or the Executive Board and/or the U.S. Postal Service.

8.10. Outside parking areas other than driveways shall not be permitted. Parking on or along the street or cul-de-sac is prohibited at all times. Visitor parking is available at the entrance of the private drive. Parking is for a maximum of twenty-four (24) hours per vehicle at any given time. If a vehicle has occupied a spot in the Visitor's Parking for the majority of a twenty-four (24) hour period, that vehicle must not occupy a space for the following twenty-four hours.

8.11. Except in connection with construction activities, trucks, trailers, and other large vehicles may be parked on a Lot only within garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon

any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only within garages. No campers, recreational vehicles and boats may be parked in a driveway for a period of more than 2 weeks within any six (6) month period except for the purpose of cleaning, loading or unloading.

8.12. No playhouse, treehouse, sheds, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Executive Board as to size, design, materials and location. The Executive Board reserves the right to prohibit any of the same if, in the opinion of the Executive Board, it would constitute a nuisance to Owners of other Lots within the Planned Community.

8.13. No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from the Executive Board.

8.14. No signs of any character shall be erected, posted or displayed on any Unit or Lot, except: 1) marketing signs installed by Declarant while actively marketing Lots for sale; 2) street and identification signs installed by the Association or Declarant; 3) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market; 4) political signs in accordance with the Rules and Regulations established by the Association; or 5) low impact commercial signage as approved by the Declarant and/or the Executive Board and Borough of Oakdale. Notwithstanding the foregoing, welcome or house number identification signs may be hung on the front of a Unit provided that they are no larger than 18 inches by 18 inches. Decorations including, but not limited to, sports team paraphernalia and children's decorations, may not be hung on interior windows so that they may be seen from outside the front of the Unit. Holiday specific decorations may be hung thirty (30) days prior to the date of the Holiday being observed and must be completely removed within thirty (30) days after the Holiday.

8.15. No Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drainways. Such substances shall include but shall not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like and any and all substance as defined by and as same is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.

8.16. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent discharge of embers or ashes.

8.17. No farm animals and no animals of any type except for household pets such as dogs and cats, shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located there for commercial

purposes. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control them and unless carried or leashed. Pets must be chained or leashed at all times when not inside a Unit. At no time may any pet be secured in the front of the unit unattended. Pets must be cleaned up after and any damage to lawns, such as isolated dog urine, must be repaired immediately at the pet's Unit Owner's expense. Any damage to common areas by a pet will be the responsibility of the pet's Unit Owner. The Unit Owner has 10 days to make repairs, otherwise, the HOA will make the necessary repairs and bill the Unit Owner for any and all expenses related to the repair.

8.18. The Declarant reserves to itself the right during the first seven (7) years of the initial term to prepare and record further covenants and restrictions without joinder of any Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Planned Community and for the health, comfort, safety and general welfare of the Owners of said Lots. Any such amendment after the first seven (7) years of the initial term shall require the requisite percentage of Owners who own Lots in the Planned Community to join in and consent to the change as required by this Declaration and the Act.

ARTICLE IX **COMMON ELEMENTS**

9.1 Conveyance of Common Facilities. Declarant hereby explicitly reserves for the Community the parcels of land identified on the Subdivision Plan as Parcel "A" and Parcel "C". The Common Facilities shall be conveyed to the Association no later than the date of conveyance of the last Unit in the Planned Community. This obligation of the Declarant to convey the Common Facilities to the Association shall be binding on the Declarant or any successor in interest of the Declarant whether or not the successor succeeds to any special Declarant right. Prior to the conveyance, the Common Facilities shall be owned by the Declarant but may, in the discretion of the Declarant, be leased to the Association. The conveyance will be made by deed from the Declarant. There will be no consideration for the conveyance other than the Association's acceptance of the conveyance. However, the Association shall pay any and all transfer tax due upon the recording of the deed. Once the conveyance is made, this will have an impact on the budget of the Association and Common Expenses or other liabilities of the Unit Owners.

ARTICLE X **GENERAL PROVISIONS**

10.1. Amendments. Prior to the transfer of Declarant control pursuant to Section 11.2(a), Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Planned Community. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Members, unless unanimous consent of the Members is required by the Act. Any amendment to be

effective must be recorded in the public records of Allegheny County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

10.2. Limitation of Liability. The Declarant, its successors, administrators, executors, assigns, members, partners, officers and employees:

(i) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;

(ii) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;

(iii) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the Planned Community and shall have no liability arising out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct.

(iv) Shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;

(v) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

10.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

10.4. Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

10.5. Conflicts with the Borough of Oakdale Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Borough of Oakdale, the applicable provisions, terms and conditions of the Borough Ordinances shall prevail for all matters involved in any conflicts.

10.6. Conflicts with the Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or Covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniform Planned Community Act shall prevail.

ARTICLE XI **DECLARANT'S RIGHTS**

11.1. Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the public records of Allegheny County, Pennsylvania.

11.2. Control.

(a) Subject to Section 11.2(b), for a period of seven (7) years from the date of the recording of this Declaration, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Executive Board. However, this period of Declarant's control will terminate no later than the earlier of: (i) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant; or (ii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business.

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

ARTICLE XII **ARBITRATION**

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the Allegheny County Bar Association Alternative Dispute Resolution Committee shall govern all such proceedings and this shall be a common law arbitration pursuant to the provisions of 42 Pa.C.S.A. Section 7341 or successor legislation.

ARTICLE XIII **TERMINATION**

13.1. Means of Termination. The Planned Community may be terminated in the following manner:

(a) By Statute. As provided by the Act.

(b) Destruction. In the event there is substantial destruction of all of the Buildings and eighty percent (80%) of the Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one percent (51%) of the votes of the Lots that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Planned Community form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania.

(c) General Provisions. The termination of the Planned Community shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Allegheny County, Pennsylvania. When the Planned Community has been removed from the provisions of the Act, the former Owners shall, at the time such removal becomes effective, become tenants in common of the Planned Community, and the holders of Mortgages, judgments and other liens against the Lot or Lots formerly owned by such Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Owners in the entire Planned Community. The undivided interest in the Planned Community owned in common which shall appertain to each Owner following such removal shall be in the same proportion of the fair market value of such Owner's interest to the fair market value of the interest of all Owners determined in accordance with Section 5220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with Section 5220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

(d) Removal from Act. If the Planned Community shall be removed from the provisions of the Act, then the Planned Community may be subject to an action for partition by any Owner or lien holder as if owned in common in which event the net proceeds of sale shall be divided among all the Owners in proportion to the fair market value of their respective interests determined in accordance with Section 5220 of the Act; provided, however, that no payment shall be made to a Owner until there has first been paid from his share of such net proceeds all liens or charges on his Lot. Such removal of the Planned Community from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 11th day of November, 2011.

ATTEST:

CAPITAL H. DEVELOPMENT, L.P., a
Pennsylvania limited partnership

By: S. RICHARD MANAGEMENT, INC.,
its general partner

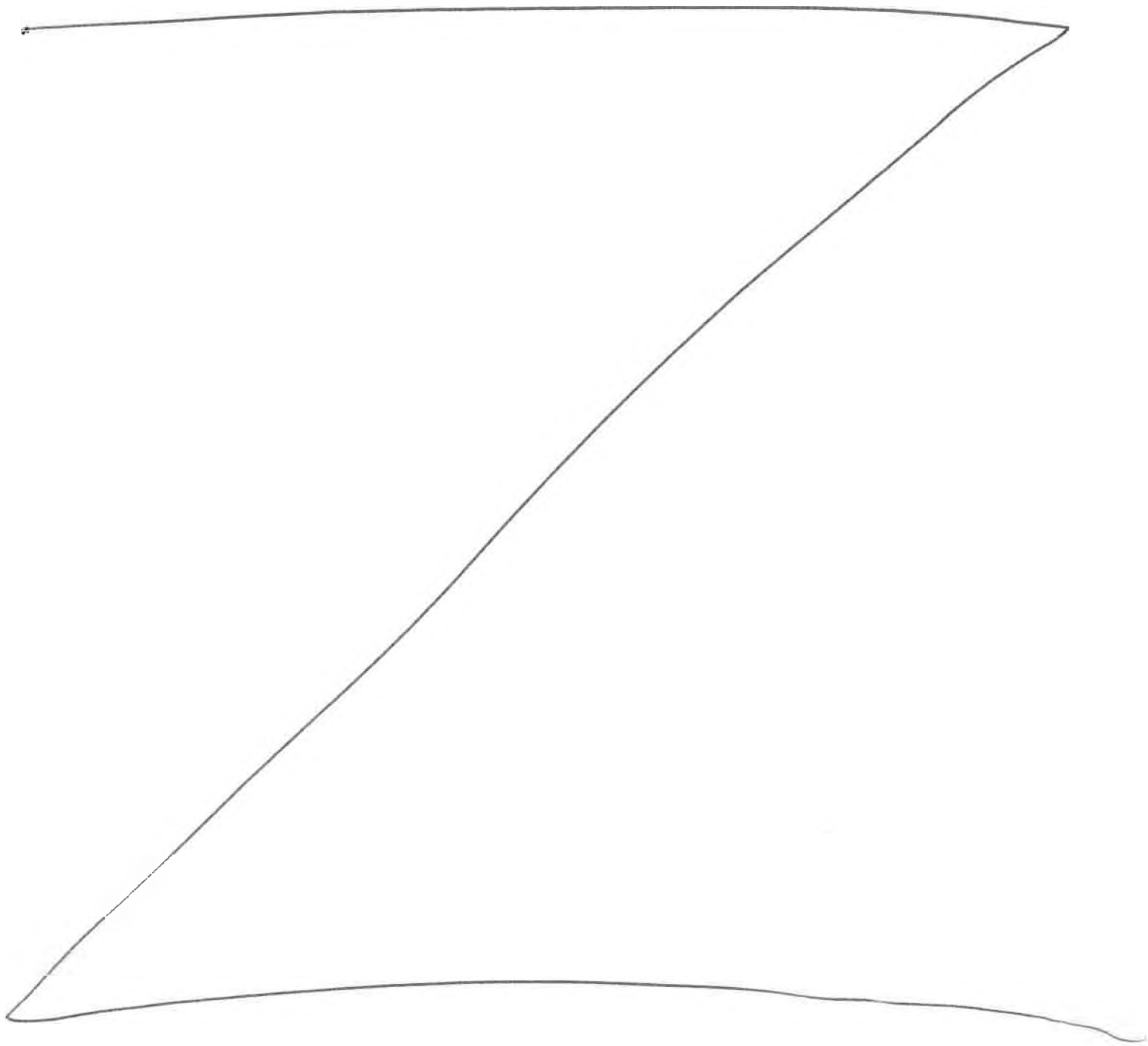


By: 
Samuel R. Henderson, President

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel A, Parcel C, Lot 110, Lot 120, Lot 130, Lot 140, Lot 150, Lot 160, Lot 170, Lot 2 (to be further subdivided into Lots 210, 220, 230, 240, 250, 260 and 270) and Lot 3 (to be further subdivided into Lots 310, 320, 330, 340, 350, 360 and 370) of the Creekview Commons Plan of Subdivision as recorded on March 9, 2011 in the Department of Real Estate of Allegheny County, Pennsylvania at Plan Book Volume 270, page 189, as amended by the First Amended Plan of Creekview Commons as recorded in the Department of Real Estate of Allegheny County, Pennsylvania on December 5, 2011 at Plan Book Volume 272, page 187.

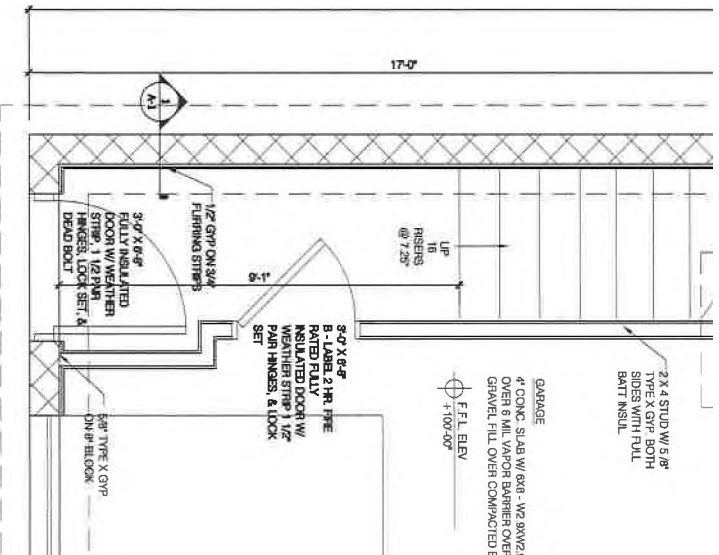
EXHIBIT B
PLANS





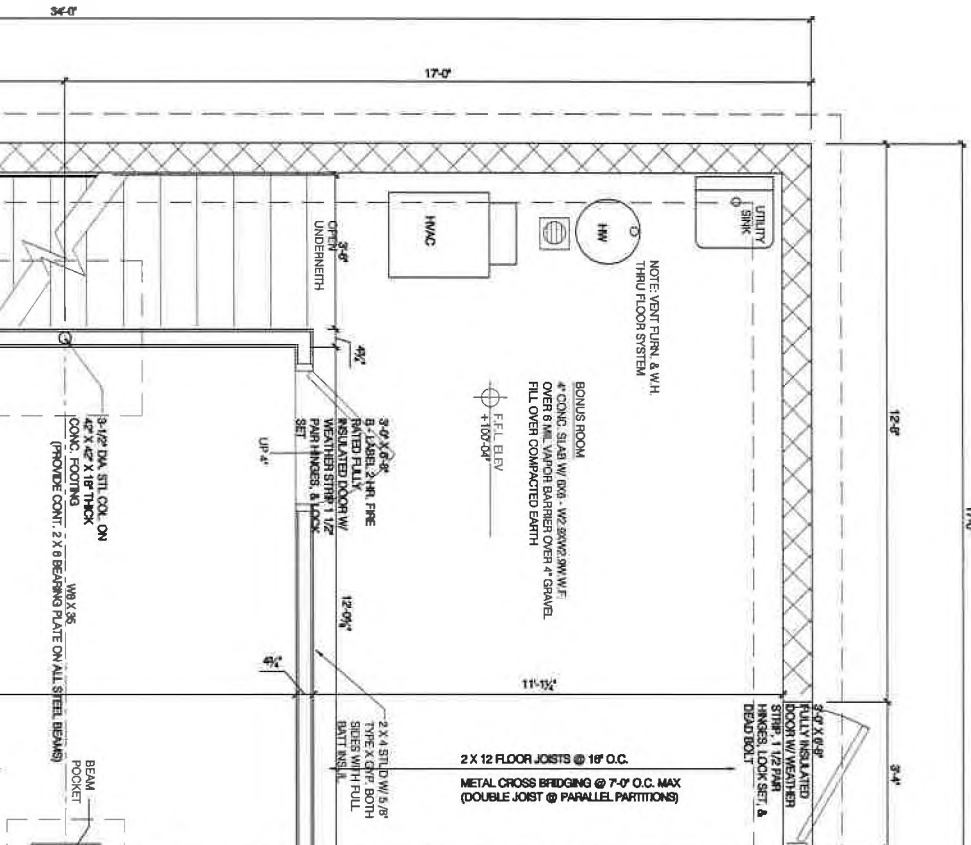
ENTRANCE ELEVATION
SCALE: NTS

1



FIRST FLOOR ENLARGED TYP.

SCALE: NTS



3'-0"

17'-0"

12'-0"

17'-0"



UTILITY SINK



HW

NOTE: VENT FLUE & WH THROUGH FLOOR SYSTEM



HVAC

BONUS ROOM
 4" CONC. SLAB W/ 20% W-280W2.0M W/F OVER 6" ME. LAPOR BARRIER OVER 4" GRAVEL. FILL OVER COMPACTED EARTH.



F.F.L. ELEV.
 ±107'-04"

3'-0" OPEN UNDERMENT

3'-0" X 6'-6" B-I ALBER 2 1/2 HR. FIRE RATED FULLY INSULATED DOOR W/ WEATHER STRIP, 1/2" PAR HINGERS, & LOCK SET

UP 4"

2 X 4 STD W/ 6" BATT INS. TYPE 2 CARPET BATH SIZES WITH FULL

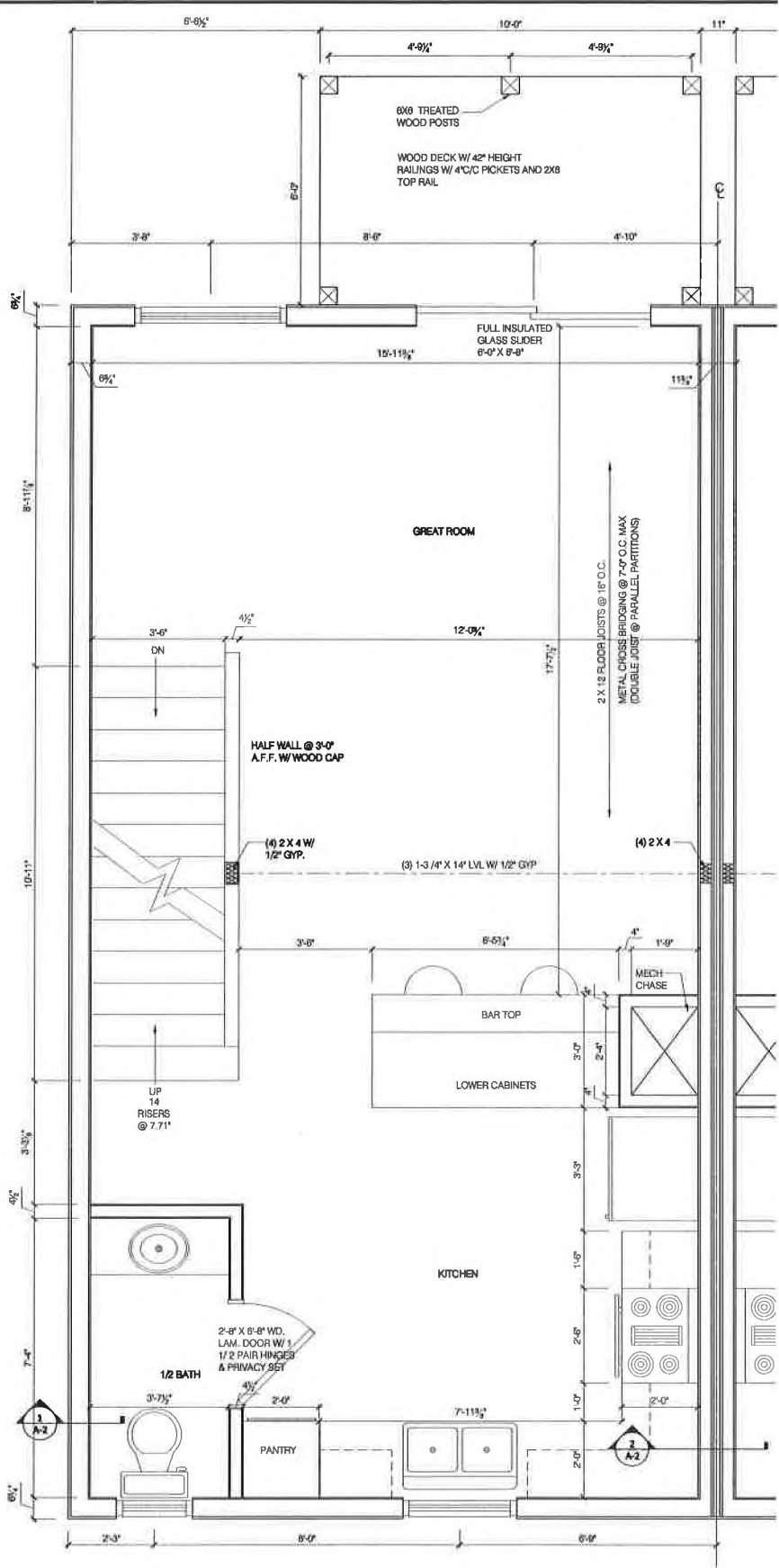
2 X 12 FLOOR JOISTS @ 16" O.C.
 METAL CROSS BRIDGING @ 7'-0" O.C. MAX (DOUBLE JOIST @ PARALLEL PARTITIONS)

3'-0" X 6'-6" FULLY INSULATED DOOR W/ WEATHER STRIP, 1/2" PAR HINGERS, LOOK SET, & DEAD BOLT

3-1/2" DIA. STL. COL. ON 4" X 4" X 18" THICK CONC. FOOTING (PROVIDE CONT. 2 X 8 BEARING PLATE ON ALL STEEL BEAMS)

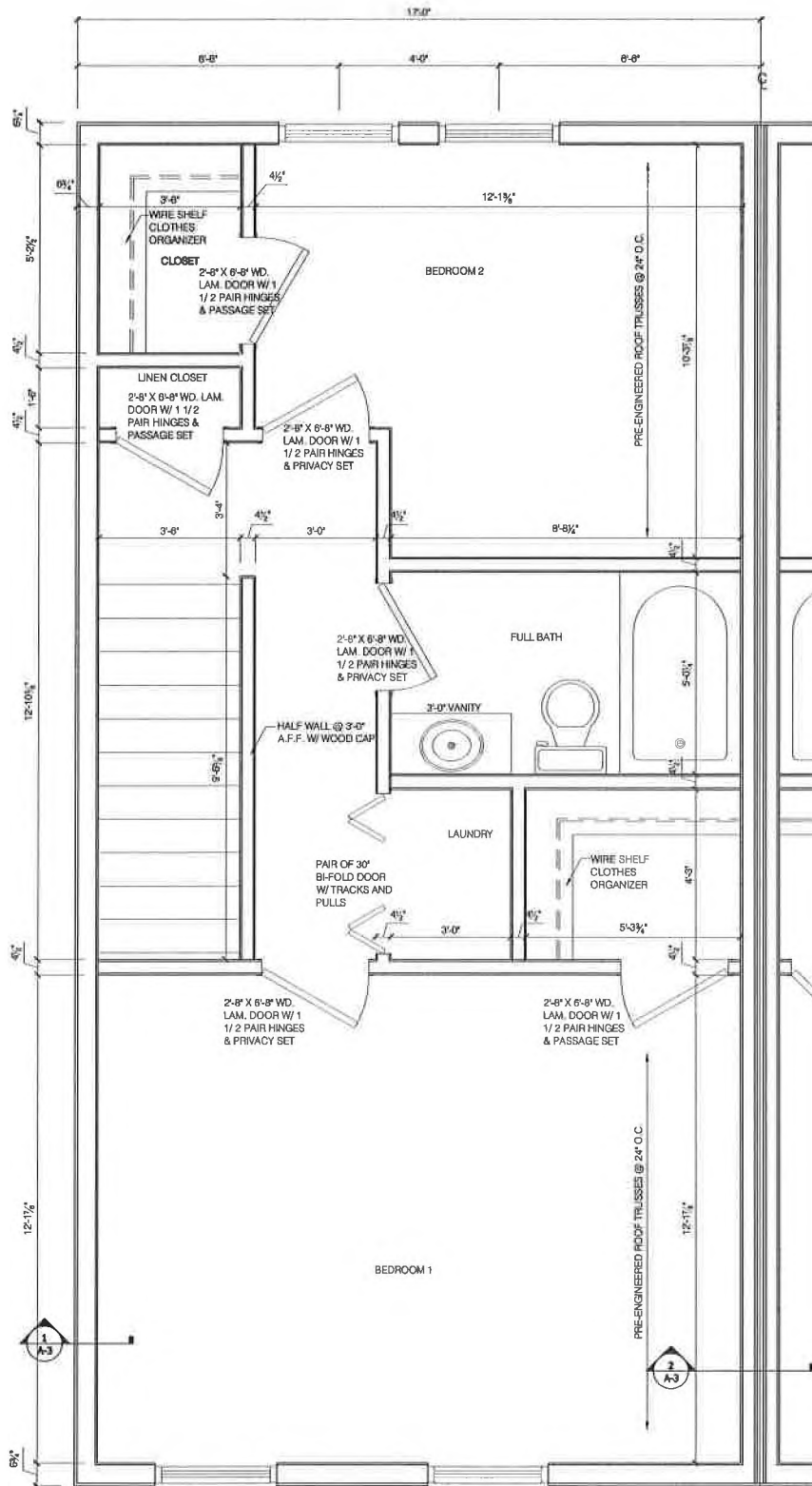
WB X 36

BEAM POCKET



SECOND FLOOR ENLARGED TYP.
 SCALE: NTS

NOTE: ALL DIMENSIONS ON SECOND ENLARGED PLAN PLAN ARE TO FACE OF FINISH



THIRD FLOOR ENLARGED TYP.
SCALE: NTS

NOTE: ALL DIMENSIONS ON THIRD ENLARGED PLAN ARE TO FACE OF FINISH



REAR ELEVATION
SCALE: NTS

EXHIBIT C
LIST OF EASEMENTS AND LICENSES

None

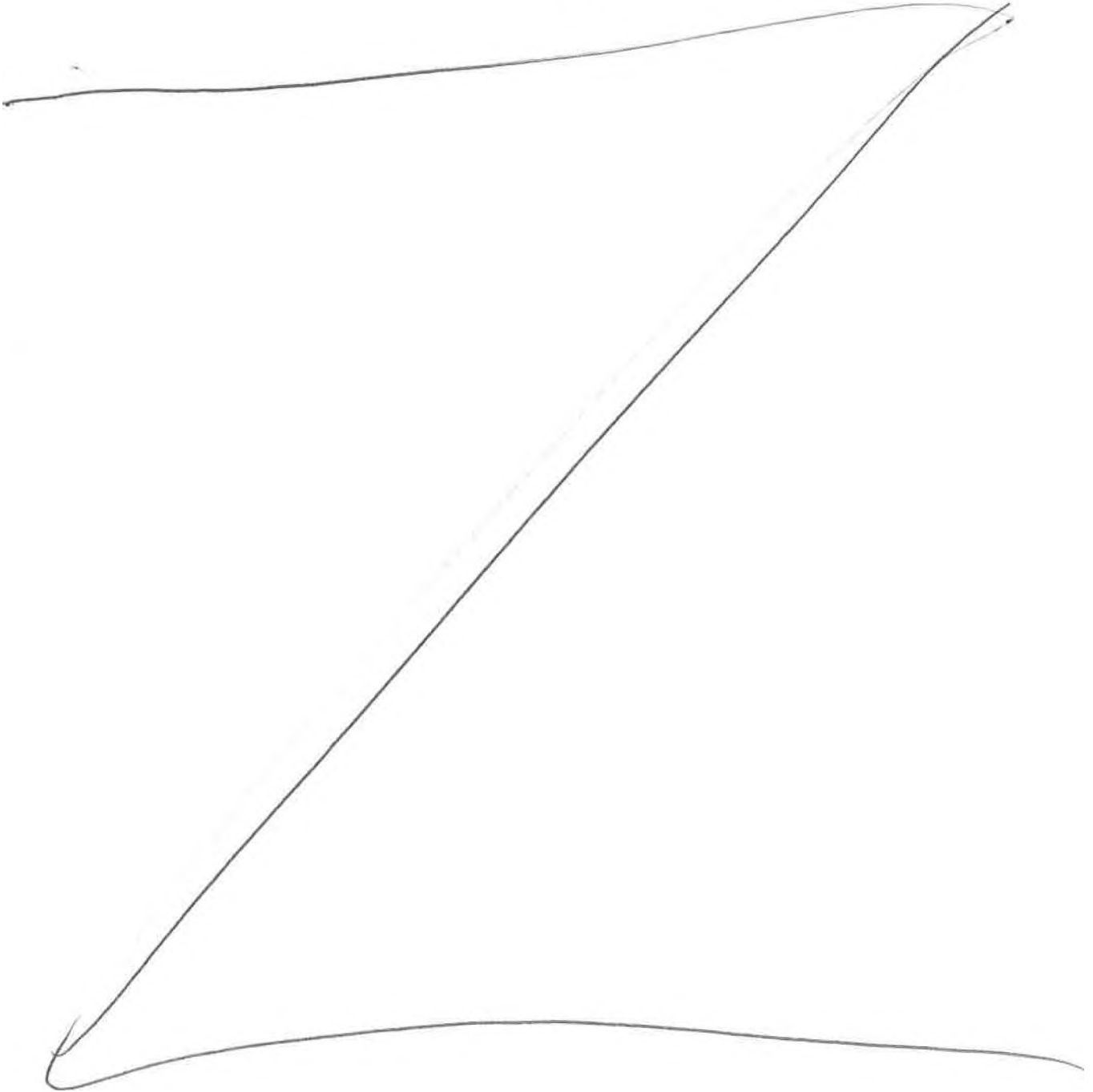


EXHIBIT D
PERCENTAGE INTERESTS

<u>LOT</u>	<u>PERCENTAGE INTEREST</u>
110	4.761905
120	4.761905
130	4.761905
140	4.761905
150	4.761905
160	4.761905
170	4.761905
210	4.761905
220	4.761905
230	4.761905
240	4.761905
250	4.761905
260	4.761905
270	4.761905
310	4.761905
320	4.761905
330	4.761905
340	4.761905
350	4.761905
360	4.761905
370	4.761905

Mail to:
Houston Harbaugh
401 Liberty Ave, Ste 2200
Pgh PA. 15222
Attn: TLR