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DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
CHAPEL HILL ESTATES, LP

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WILL CALL



Kevin F. McKeegan, Esquire

(412) 456-2838

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 Official Receipt for Recording in:

Department of Real Estate  
 101 County Office Bldg  
 542 Forbes  
 Pittsburgh, PA 15219

Issued To:  
 MEYER UNKOVIC & SCOTT  
 PITTSBURGH PA 15219

Recording Fees

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Filing Type	Number	Volm	Page Time	Amount
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Deed Agreement	21407	14982	00069 11:15:05a	136.50
DEC COV COND & RESTRICT				
DR-CHAPEL HILL ESTATES L P				
IN-CHAPEL HILL ESTATES L P				
Not a Deed of Transfer	21407	14982	00069 11:15:05a	.00
DR-CHAPEL HILL ESTATES L P				
IN-CHAPEL HILL ESTATES L P				

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 136.50

Collected Amounts

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Payment Type		
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2-Check	DB 328	136.50
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		136.50

Total Received : 136.50  
 Less Total Recordings: 136.50  
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 Change Due : .00

Thank You  
 VALERIE MCDONALD ROBERTS - Department of Real Estate

By - Bonnie McAdams

Receipt# Date Time  
 2162596 08/17/2012 11:15a

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**(CHAPEL HILL ESTATES)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAPEL HILL ESTATES (this "Declaration") is made this 15th day of August, 2012, by **CHAPEL HILL ESTATES, LP**, a Pennsylvania limited partnership (the "Declarant").

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner, in fee simple, of certain real property situate in Marshall Township, Allegheny County, Pennsylvania designated in the Allegheny County Deed Registry Office as Block and Lots 1822-L-25, 1822-M-16 and 1822-M-15 and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is shown in its entirety on the Chapel Hill Estates Plan No. 1, of record in the Allegheny County Department of Real Estate in Plan Book Volume 274, Page 92 (the "Plan"); and

WHEREAS, Declarant has established a general plan for the improvement and development of the Property, and does hereby establish the covenants, conditions, and restrictions upon which and subject to which all Lots and portions of such Lots within the Property shall be improved or sold and conveyed by it as owner thereof.

NOW THEREFORE, Declarant hereby declares that all Lots in the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof:

**SECTION 1.0: DEFINITIONS; CREATION OF PLANNED COMMUNITY**

1.1 Definitions. As used herein, the following terms shall have the specific definitions set forth below when used in this Declaration:

a. "Act" shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101, et. seq.

b. "Assessments" shall mean and refer to the pro rata distribution and collection of funds among Owners to pay for the shared cost of maintaining, repairing, and operating the Common Facilities and Controlled Facilities in the Planned Community. The meaning of these terms is defined in the Act and more fully described in this Section 1.1. "Assessments" shall include, but is not limited to, Common Facility Expenses, Controlled Facility Expenses and Special Assessments.

c. "Association" shall mean and refer to the Chapel Hill Estates Homeowners' Association, Inc., or whatever other name the Declarant selects a to-be-

created Pennsylvania non-profit corporation. The term "Association" shall be read herein as "Declarant" until such time as the Association may be formed.

d. "Common Expenses" shall mean and refer to, collectively, the Common Facility Expenses and the Controlled Facility Expenses, the liability for which is allocated to each Unit in Section 10.1 of this Declaration.

e. "Common Facilities" shall mean and refer to any real estate within the Planned Community, labeled or otherwise described as either "Open Space" or "Common Facility" or similar terms on the Plan; and any real property so labeled or described on any plan referred to in any amended declaration hereafter recorded as well as any other property owned by Declarant or conveyed to and accepted by the Association for the common use and enjoyment of each Owner. "Common Facilities" shall include but are not limited to any walking trails, if any, in or through the Open Space, any monument erected on the Open Space, stormwater management facilities (to the extent not otherwise dedicated to and accepted by the Township), all street lighting poles (to the extent not owned by a public utility or the Township), sidewalks, (but only to the extent that such sidewalks abut Open Space, not a Lot), all landscaped, grass or undeveloped portions of the Property which are not within any Lot, all utilities, utility easements and other easement rights or personal property for each Owner's common use; and any other property of any type specifically designated as Common Facilities.

f. "Common Facility Expenses" shall mean and refer to the cost of operating, maintaining and repairing the Common Facilities, which may include, but is not limited to, costs for maintenance, repairs and replacement, liability insurance premiums, wages for employees and contractors, costs of Association management, legal and accounting fees, etc.

g. "Controlled Facilities" shall mean any real estate, whether or not part of a Unit, that is not owned by the Association but is maintained, improved, repaired, replaced, regulated, managed, or controlled by the Association. The Controlled Facilities, if any, shall be maintained, improved, repaired, regulated, managed and/or replaced by the Association.

h. "Controlled Facility Expenses" shall mean and refer to the cost of operating, maintaining and repairing the Controlled Facilities.

i. "Declarant" shall mean Chapel Hills Estates LP, a Pennsylvania limited partnership, its successors or assigns; without limiting the generality of the foregoing, and unless the context indicates otherwise, all references herein to Declarant shall be read to include the Association from and after the formation of the Association.

j. "Declarant Control Period" shall mean and refer to the time period extending from the date of recording of this Declaration until the earliest occurring of any of the following events:

(i) The date on which seventy-five percent (75%) of the Units that may be created in the Planned Community have been conveyed to Owners;

(ii) Five (5) years from the date of conveyance of the first Unit to an Owner; or

(iii) Voluntary termination by Declarant of the Declarant Control Period by written notice to the Association of such termination and the filing by Declarant of a document certifying to the termination of the Declarant Control Period.

k. "Design Guidelines" shall mean the specifications, guidelines and standards contained in the document attached hereto entitled "Chapel Hill Estate Design Guidelines" which, together with this Declaration, regulate the construction, placement, installation, and maintenance of Buildings and Improvements within the Property.

l. "Executive Board" shall mean and refer to the body designated to act on behalf of the Association.

m. "Lot" shall mean and refer to any numbered lot shown on the Plan. As used in this Declaration, "Lot" shall be synonymous with "Unit", as the word "Unit" is used in the Act and this Declaration.

n. "Owner" shall mean and refer to the owner of record, whether of one or more persons or entities, to any Lot.

o. "Plan" shall mean and refer to the Chapel Hill Estates Plan No. 1, of record in the Allegheny County Department of Real Estate in Plan Book Volume 274, Page 92, a reduced copy of which is attached hereto as Exhibit "B" for reference.

p. "Planned Community" shall mean and refer to Chapel Hill Estates - A Planned Community, created pursuant to this Declaration and the Act.

q. "Special Assessments" shall mean and refer to any amount charged to each Unit for capital improvements or emergency expenses, in accordance with Section 10.9 hereof.

r. "Township" shall mean and refer to the township within which the Property is located, being the Township of Marshall, Allegheny County, Pennsylvania.

s. "Unit" shall mean a Lot.

1.2 Other Terms. Capitalized terms not otherwise defined herein shall have the meanings specified or used in Section 5103 of the Act, or if not defined in Section 5103 of the Act but used in the Act shall have the meanings used in the Act.

1.3 Creation of Planned Community. Declarant hereby submits the Property together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the Act and hereby creates with respect to the Property the Planned Community.

## **SECTION 2.0: PERMITTED AND PROHIBITED USES OF LOTS**

2.1 Use and Occupancy of Lots & Buildings. The occupancy and use of the Lots and any buildings erected thereon ("Buildings") shall be subject to the following restrictions:

2.1.1 Residential Use. No part of the Property shall be used for a purpose other than housing and the related common purposes for which the planned residential development was designed. Each Lot or any two (2) or more adjoining Lots used together shall be used as a residence for a single family and such other related uses permitted by this Declaration and for no other purposes. No building or structure intended for or adapted to business purposes, and no apartment house, double house, rooming house, hospital, sanitarium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or any part thereof. No improvement or structure whatsoever, other than a private dwelling house may be erected, placed or maintained on any Lot. No Owner shall permit his Lot to be used or occupied for any prohibited purpose.

2.1.2 Walls and Fences. Fence, screen walls and hedges serving as fences or screen walls may be installed or grown on a Lot but only between the rear Lot line and a point not beyond the front setback building line, unless otherwise approved by Declarant. Walls and fences shall be no higher than six feet (6') in height. No fence or screen wall may be installed without the prior written consent of Declarant, and Declarant specifically reserves the right to not permit chain link or similar fences in the Planned Community.

2.1.3 Commercial Activities. Except as permitted herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, that nothing contained in this Subsection shall be construed to prevent or prohibit an Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates, clients or customers, on his Lot or conducting a "home occupation" or similar business but as to such "home occupation" only if permitted by, and subject to the restrictions contained in the Township Zoning Ordinance.

2.1.4 Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Facilities, except household pets in reasonable numbers for the pleasure and use of the occupants, subject to the Rules and Regulations (as defined in Subsection 2.2.4) adopted by the Declarant, which Rules and Regulations may exclude any kind of pet by type or category. Permitted household pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any Lot upon three (3) days written notice from the Declarant.

2.1.5 Signs. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Lot or Building except: (i) a single "For

Rent” or “For Sale” sign, referring only to the Lot on which displayed, not to exceed six (6) square feet in size; and (ii) not more than two (2) signs indicating the presence of security systems in the Building, not to exceed one (1) square foot in size each; and (iii) those signs otherwise permitted pursuant to the terms of this Declaration.

2.1.6 Commercial and Other Vehicles. No commercial vehicles, construction, or like equipment or mobile trailers, stationary trailers, boats, boat trailers, vans, recreational vehicles, R.V. vans, motor homes, campers or motorcycles (all of the foregoing being a “Special Vehicle”) shall be stored or parked overnight on any Lot except (i) with the prior written permission of the Association or (ii) while parked in a completely enclosed garage. In no event shall any Special Vehicle be parked on any street in the Property, except while engaged in transporting to or from a residence in the Property. No Special Vehicle shall be stored or parked at any time on the Common Facilities.

2.1.7 Nuisances. No horses, cattle, swine, goats, poultry or fowl shall be kept on any Lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Declarant. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, and in the event of such a removal, a lien shall arise and be created in favor of Declarant and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after demand is made therefor.

2.1.8 Obstruction of Easements. No Owner shall do any work or any other act which would impair any easement or hereditament without the consent of the Declarant or Association, whichever may be affected thereby.

2.1.9 Outbuildings; Accessory Structures. No tent, carport, storage shed, breezeway or any other accessory structure shall be constructed or erected upon any Lot.

2.1.10 Wetlands. Any so-called “jurisdictional” or “regulatory” wetlands on any Lot shall be preserved in strict accordance with applicable law.

2.1.11 Open Space Trees. The trees, if any, contained in the Planned Community and in any landscape buffer shown on the Plan are perpetually protected and the logging or felling of healthy, live trees thereof is specifically prohibited.

2.1.12 Soliciting. The Association may regulate or prohibit soliciting within the Planned Community.

2.1.13 Attractiveness, Maintenance and Safety of Buildings and Sidewalks. Each Owner shall keep all parts of any building erected on the Owner's Lot in good order and repair and free from debris. Without limiting the generality of the foregoing, each Owner shall be solely responsible for the maintenance, repair and upkeep of the Building on the Owner's Lot. Further, each Owner shall be solely responsible for clearing snow and ice from any sidewalk on or abutting the Owner's Lot. The Association shall have no responsibility for such maintenance, repair and upkeep but may enforce the terms of this Declaration in the event any Owner fails to properly maintain or repair that Owner's Building. To preserve the attractiveness of the Plan, no clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Units. The Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Units.

2.1.14 Common Mailbox and Lamppost. Each Lot shall have a mailbox and lamppost which is uniform with all Lots in the Planned Community, as specified by Declarant.

2.1.15 Time-Sharing. No time-sharing ownership of Units is permitted in the Planned Community.

2.2 Use of Common Facilities. The use of the Common Facilities shall be subject to the following restrictions:

2.2.1 Obstruction of Common Facilities. There shall be no obstruction of the Common Facilities nor shall anything be stored in the Common Facilities without the prior consent of the Declarant except as herein expressly provided. Without limiting the generality of the foregoing, no clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. No benches, chairs or other personal property shall be left on any of the Common Facilities. Vehicles other than Special Vehicles shall only be permitted to park on any part of the Common Facilities with the express prior consent of the Association.

2.2.2 Encroachments on Common Facilities. No Owner shall make any installation which extends beyond the physical limits of the Owner's Lot.

2.2.3 Insurance Risk; Compliance with Law; Waste. Nothing shall be done or kept in the Common Facilities which will increase the rate of insurance thereon, or on the contents thereof, without the prior written consent of the Declarant. No Owner shall permit anything to be done or kept in his Lot nor in the Common Facilities which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Declarant or the Association.

2.2.4 Rules and Regulations. Reasonable rules and regulations (the "Rules and Regulations"), not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Facilities, may be promulgated



from time to time by the Association, subject to the right of the Association to change the Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of the Rules and Regulations or any amendments thereto.

2.2.5 Open Space. Without limiting the foregoing, all areas labeled as "Open Space" on the Plans are intended to be kept in an unimproved, natural condition and no improvement, structure or Building shall be erected or placed on any such Open Space except with the prior approval of Declarant and the Township. All Open Space areas shown on the Plan shall be restricted to passive recreational uses only such as walking trails. No waste shall be committed in the Open Space or Common Facilities.

### 2.3 Construction and Occupancy.

2.3.1 Outbuilding. No outbuildings, garage, shed, tent, trailer or temporary Building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary Building shall be used for permanent or temporary residence purposes; provided, however, that this Subsection shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on any Lot in the Property, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

2.3.2 Occupancy of Buildings. No Building shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any Building, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth.

### 2.4 Enforcement.

2.4.1 Owner's Responsibility. Each Owner and Owner's family members, guests and tenants shall conform and abide by the covenants contained in this Declaration and the Rules and Regulations which may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

2.4.2 Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association shall have the right to assess fines, up to the maximum allowed by law and may restrict the Owner's use of the Common Facilities for up to sixty (60) days or until such violation is remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored.

Fines shall be charged against the Unit as an Assessment. Any fines collected shall be contributed to the general fund of the Association.

2.4.3 Tenant Violations. If a tenant is believed to be in violation of this Declaration or the Rules and Regulations, the Association shall notify the Owner and the tenant and provide an opportunity for a hearing. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or the Rules and Regulations, the Association may assess fines against the Owner as provided in Section 2.4.2. In addition, if the violation continues for ten (10) days after notice to the Owner of the findings, or if the tenant materially violates either this Declaration or the Rules and Regulations more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed to a Lot irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs incurred by the Association related to such action shall be charged to the Owner as an Assessment.

2.4.4 Corrective Action for Unit Maintenance. If the Association determines after notice and hearing that any Owner has failed to maintain any part of his Unit in a clean, attractive and safe manner, in accordance with the provisions of this Declaration and the Rules and Regulations, the Association shall notify the Owner of its findings and may assess fines as provided in Section 2.4.2. If the violation continues for ten (10) days after notice to the Owner, the Association shall have the right without liability to enter upon such Unit to correct, repair, restore, paint and maintain any part of such Unit and to have any objectionable items removed from the Unit. The Association may reduce or eliminate the time for notice if it believes the condition created a hazard. All costs incurred by the Association related to such action shall be assessed to the Owner as an Assessment.

2.4.5 Covenants' Committee. The Association may appoint a Covenants' Committee, composed of Owners, to hear violations of this Declaration or the Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Section 2.4.

2.4.6 Additional Remedies. All remedies listed in this Section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce this Declaration and the Rules and Regulations, as described in Section 13.2 hereof.

2.5 Maintenance Responsibilities. The interior of the Unit, any improvements located on the Lot permitted under this Declaration, and all other portions of the Lot not specifically defined as "Controlled Facilities" in this Declaration shall be maintained, repaired and replaced by each Owner. All maintenance, repair and replacement by Owners shall be in a manner which will not impair the structural integrity or appearance of the Unit or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair or replacement by Owners shall be of the same type and quality as were originally provided in the Unit and all maintenance, repairs or replacements of an Owner shall be done in an architecturally compatible manner with the Unit as originally constructed.

2.6 Lot Boundaries; Identifying Number. The title lines or boundaries of each Lot shall be as shown on the Plan.

### **SECTION 3.0: BUILDING STANDARDS**

3.1 Declarant's Rights to Control Improvements. For the purpose of further insuring the development of the Property as an area of high standards, the Declarant reserves the power to control the Buildings, structures and other improvements placed on each Lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as the Declarant shall deem necessary and proper.

3.1.1 Building Plans. No Building or Improvement shall be commenced, constructed, installed, erected or placed upon or within any Lot, nor shall any material amendment, change or alteration be made to any completed Building or Improvement until such times as the Plans with respect thereto have been submitted to the Declarant and approved by Declarant as Declarant may reasonably determine in accordance with this Declaration. In order to insure compliance with the foregoing, each Owner shall, at least thirty (30) days prior to the commencement of any work to construct, add, remodel, alter, or reconstruct any Improvements or Buildings on its Lot, submit the Plans for the same to Declarant for approval. If Declarant should reject the Plans, the submitting Owner and Declarant shall consult with one another to establish mutually satisfactory Plans for the proposed work. Declarant shall not withhold approval of or recommend changes to any Plans which otherwise conform to this Declaration, nor shall Declarant withhold approval of exterior remodeling or exterior reconstruction which does not either substantially enlarge an existing structure, or substantially change an existing structure. Approval of Plans by Declarant shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. No material deviation shall be made from the approved Plans without Declarant's prior written consent.

3.1.2 Architectural Considerations. Declarant intends that all Buildings display so-called "four sided architecture" and to that end, Declarant reserves the right to refuse to approve plans that fail to display any of the following, or require revisions to plans so as to incorporate all or some of the following:

- (a) A vertical architectural element.
- (b) Building recesses, offsets or projections.
- (c) Texture and/or material change.
- (d) Architectural banding.
- (e) Variation in roof line.
- (f) Detailing by way of window framing or shutters.
- (g) Porticos.
- (h) Overhangs.
- (i) Peaked roof forms.
- (j) Arches.
- (k) Architectural details such as brick work and molding integrated into the Building structure and design.

3.2 Minimum Standards. Notwithstanding the foregoing right of Declarant to approve Building plans, the following minimum standards shall apply to Buildings on the Lots in the Property:

3.2.1 Area. No Building shall be constructed with a livable floor area of less than three thousand two hundred (3,200) square feet; for purposes hereof "livable floor area" shall be exclusive of garages, below grade basements, open porches and any other area within a Building that is not heated or cooled.

3.2.2 No Exposed Foundations. The exterior building materials shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block.

3.2.3 Lawns and Landscaping. Each Owner will either seed or sod the entire front area, both sides and rear of the residence except for mulched areas where shrubs and trees will be planted for each Lot, said seeding or sodding to be done within six (6) months or the next immediate growing season after erection of the residence on any Lot, whichever first occurs. All Lots shall be either seeded or sodded for the entire front, both sides and to the top or toe of the slope from the level area provided in the rear of the residence; provided, however, the Declarant may approve properly landscaped areas of chips, bark or other similar materials within the areas which would otherwise be seeded or sodded. In addition, at least fifteen percent (15%) of a Lot's pervious area shall be landscaped with trees, groundcovers, ornamental grasses and shrubs. All landscaped areas shall be designed to make an attractive presentation of the site and should incorporate both evergreen and deciduous plant species. All landscaped areas, including lawn areas, shall receive regular maintenance, which maintenance shall include, but not be limited to, the removal of litter or other debris, trimming, fertilizing, weeding and mowing. Dead plant material and turf shall be replaced by the Owner as soon as reasonably practicable but in no event later than during the next appropriate planting season.

3.2.4 Driveways. Each Owner will pave his or her driveway with concrete, brick, or decorative asphalt within one (1) year from issuance of a building permit for the Lot. Off-driveway parking pads or areas are prohibited.

3.2.5 Facings. The exterior facings of all exposed walls on any Building shall be of brick, stone, stucco, cement board siding or cedar siding; provided, however that cement board siding and/or cedar siding shall be used primarily as an accent material and in no event may either such siding material cover more than twenty percent (20%) of the area of any face of a Building. Except as specified herein, no other building facing material may be used without the prior written approval of the Declarant as to both material and color.

3.2.6 Satellite Dishes. No satellite signal reception dishes larger than twenty four inches (24") in diameter shall be installed or placed on any Lot.

3.2.7 Street Trees. The Owners of Lots 115, 116 and 120 shall install three (3) street trees and all other Owners shall install two (2) street trees on the Owner's Lot, all in accordance with the Township's approved Landscaping Plan for the Planned Community. All street trees shall be a minimum caliper of 2.5 inches and

shall be of a species and planted in locations approved by Declarant. Each Owner shall thereafter maintain and replace, as necessary, such street trees on the Owner's Lot. Notwithstanding anything herein to the contrary, Declarant may specifically enforce each Owner's obligation to install street trees.

#### **SECTION 4.0: EASEMENTS**

4.1 Easements. Declarant hereby creates the following easements:

4.1.1 Easement for Sales Offices, Management Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models on the Property and to relocate such models, management offices and sales offices from time to time anywhere on the Property, except upon any Lot owned by an Owner.

4.1.2 Easement for Advertising Signs. Declarant shall have the right to maintain on the Property, including without limitation, the Common Facilities and any Lots owned by the Declarant, such advertising signs, of such size and of such materials, as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

4.1.3 Maintenance Easement. The Common Facilities and the Lots to the extent necessary, shall be subject to a non-exclusive right and easement for the Association, including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate for the performance of the duties and functions which the Association is permitted or obligated to perform under this Declaration, including but not limited to providing maintenance and repairs of the Common Facilities and the Controlled Facilities.

4.2 Utility Easements. The Property shall be, and hereby is, made subject to easements in favor of the Declarant, 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 4.2 shall include, without limitation, rights of any governmental agency, authority or public utility, 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 electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots, street rights-of-way and Common Facilities.

Notwithstanding the foregoing provision of this Section 4.2, unless approved in writing by the Owner(s) affected thereby, any such easement through a Lot shall be located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or as shown on the Plan, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

4.3 Easement for Access to Property. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Property, including the right to modify the location of improvements, if any, to the Common Facilities to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regrading of landscaped areas of the Common Facilities.

4.4 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Facilities for the purpose of correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 4.4 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 the Declarant shall restore the affected property as closely to its original condition as possible.

4.5 Declarant's Easement for Development of Property. Declarant reserves an easement on, over and under those portions of the Common Facilities for all purposes relating to the construction, development, leasing and sale of improvements on the Property. 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 buildings materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.6 Lot Lines. Declarant may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary and by recording an amended plan pursuant to Section 5210(e) of the Act. Declarant may also redefine boundaries of Lots pursuant to Section 5214 of the Act.

4.7 Termination of Easements. The easements created by Sections 4.1.1, 4.1.2, 4.3, 4.4, 4.5 and 4.6 hereof shall terminate upon the earlier of: (i) conveyance of all of the Lots to the ultimate Owners (i.e., excluding any conveyances to builders), or (ii) recordation by Declarant of a Release of Easements in the land records of Allegheny County, Pennsylvania.

4.8 Easement for Use of Common Facilities.

4.8.1 Grant of Easement. Each Owner and each person lawfully residing on the Property is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with other Owners and persons lawfully residing on the Property of the Common Facilities.

4.8.2 Extent of Easement. The rights and easements of access and enjoyment created in favor of each Owner and such persons by this Section 4.8 shall be subject to the right of the Association to adopt the Rules and Regulations governing the use of the Common Facilities.

4.8.3 Tenants; Guests. Each Owner may delegate, subject to the provisions of this Declaration and the Rules and Regulations, the Owner's right to enjoyment to the Common Facilities to the members of the Owner's family, tenants, or guests who reside in the Unit or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Common Facilities by a non-resident Owner whose Unit has been leased to a tenant, except when the Owner is a bona fide guest of the Tenant. If any Owner or any of his family, tenants, licensees, agents, or employees damages any of the Common Facilities as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant, licensee, agent, employee, or member of said Owner's family who caused the damage, in which case the Owner shall be jointly and severally liable.

4.9 Police Powers. Declarant reserves an easement throughout the Planned Community for private patrol services and for police powers and services supplied by the local, state and federal governments. The reservation of such easement pursuant to this Section 4.9 does not imply that any such service shall be provided.

4.10 Commercial Use of Images.

4.10.1 Common Facilities. Declarant reserves the exclusive right for a period of twenty (20) years after the date of this Declaration to grant permission for the Common Facilities to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods).

4.10.2 Use of Images. Declarant may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of Declarant shall not be required for photography or other reproductions of images of the Planned Community in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of the region or Pennsylvania, the development of tourism or commerce or any other similar purpose.

4.11 Existing Encumbrances. The Property is also subject to the encumbrances set forth on Exhibit "C" attached hereto and made a part hereof.

**SECTION 5.0: EFFECT AND ENDORSEMENT**

5.1 Restrictions to Run With Land. All of the covenants, conditions and restrictions set forth herein shall run with the land and each Owner, by accepting the deed to such Lot or Lots, accepts the same subject to such covenants, conditions and restrictions, and agrees for himself and his heirs, administrators, successors, and assigns, as applicable, to be bound by each of such covenants, conditions and restrictions jointly, separately, and severally.

5.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming by, through, or under Declarant, or by virtue of any judicial proceedings, Declarant, the Association, and the Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions and restrictions exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass.

5.2.1 Should Declarant, the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions or restrictions by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner of such Lot or Lots and Declarant, the Association or the Owner bringing such action shall have a lien upon such Lot or Lots to secure payment of all such accounts.

5.2.2 Should the Owner fail, neglect, or refuse to satisfy and discharge any lien arising thereunder within thirty (30) days, Declarant, the Association or the Owner in whose favor said lien has arisen, its successors and assigns, shall have the right to interest on such liens at the rate of eight percent (8%) per annum, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

5.2.3 The breach of any of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or Owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure, or otherwise.

5.2.4 No delay or omission on the part of Declarant, the Association or the Owners of other Lots in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of his or its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by Declarant or the Association.

5.3 Severability. Each and every one of the covenants, conditions and restrictions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so declared to be void, but all of the remaining covenants,



conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

5.4 Rule Against Perpetuities. In the event any provision hereunder is declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such provision or provisions shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

5.5 Public Rights. The Planned Community shall be subject to any and all rights and privileges which the Township or Allegheny County, may have acquired through dedication or the filing or recording of maps or plats of the Property, as authorized by law, and provided further that no covenants, conditions or restrictions, or acts performed shall be in conflict with any Township Zoning Ordinance or law.

#### **SECTION 6.0: HOMEOWNER'S ASSOCIATION**

6.1 Membership. For the purpose of maintenance of the Planned Community, the Common Facilities, the Controlled Facilities, and all common community services of every kind and nature required or desired within the Planned Community for the general use and benefit of all Lots, each and every Owner, in accepting a deed or contract for any Lot agrees to and shall be a member ("Member") of and be subject to the obligations and duly enacted By-Laws of the Association (the "By-Laws"). Membership shall be appurtenant to and may not be separated from title to any Unit.

6.2 Votes: Each Lot shall be allocated one (1) vote in the Association.

6.3 Executive Board. The Executive Board shall manage the affairs of the Association and shall consist of three (3) directors.

6.3.1 Subject to the provisions of Section 6.3.2 or Section 6.3.3 below, Declarant shall have the exclusive right to appoint and remove directors of the Executive Board and may elect a majority of the Executive Board during the Declarant Control Period. Declarant may voluntarily surrender the right to appoint and remove directors of the Executive Board before termination of the Declarant Control Period, in which case Declarant reserves the right to record an instrument specifying that, until the time Declarant would have been required to end control of the Executive Board, certain action of the Association or Executive Board must be approved by Declarant before they become effective.

6.3.2 Within sixty (60) days after the sale of twenty five percent (25%) or greater of the Lots in the Planned Community, the Owners other than Declarant shall elect one (1) director of the Executive Board, which director shall serve until the second succeeding annual meeting of the Association, at which time the Owners other than Declarant shall elect a replacement director who shall serve for a two (2) year term.

6.3.3 Within sixty (60) days after the termination of the Declarant Control Period, the Owners shall elect the remaining two (2) directors of the Executive

Board, which directors shall serve until the second succeeding annual meeting of the Association, at which meeting the Owners shall elect replacement directors who shall serve for two (2) year terms. Thereafter, all directors shall be elected by the Owners; provided, however, that at least two (2) of the three (3) directors must be Owners.

6.3.4 The directors of the Executive Board shall take office upon election and shall elect the officers of the Association.

6.4 Duties. The Association shall have all powers and duties of a unit owners' association under the Act. The Association shall maintain, repair and replace the Common Facilities and the Controlled Facilities, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Pennsylvania law, by the Township and by other governmental entities having jurisdiction.

6.5 Additional Powers. The Association shall have all of the powers set forth in Section 5302 of the Act and in addition, to the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

- a. water, sewage, irrigation systems, drainage, telephone, electricity, television, security, cable television, or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal;
- b. insect and pest control; improvement of vegetation and wildlife conditions, forestry management, pollution and erosion controls;
- c. emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of common roads in the Planned Community which are not dedicated roads; traffic and parking regulation and security patrols within the Planned Community;
- d. transportation, day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;
- e. maintenance of easement areas, public rights-of way and other public or private properties located within reasonable proximity to the Planned Community if deterioration would affect the appearance of or access to the Planned Community;
- f. maintenance of all storm water detention facilities, including detention areas, ponds, pipes, overflow structures and the like; and
- g. any other service allowed by law to be provided by a homeowner's association organized under the laws of the Commonwealth of Pennsylvania.

The Executive Board may, by a majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Executive Board depending upon the nature of

the service, such additional services may be part of the Common Expenses of the Association, may be assessed as an Assessment to affected Units, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least ten percent (10%) of the Members, an Association meeting may be called and, if a quorum is present, the Executive Board's action to initiate or terminate an additional service under this Section 6.5 shall be repealed by majority vote of the Members. Upon such repeal, the Executive Board may not reinstitute or terminate the service for five (5) years unless also approved by a majority of the Members.

6.6 Contracts. The Association may contract with any party, including Declarant, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included as an Assessment. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner. The terms and conditions of all such contracts shall be at the discretion of the Executive Board.

6.7 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot shall not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent possible, the Association may institute voting by electronic or other means.

6.8 Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided in the resolutions adopted by the Members, but may be reimbursed for expenses.

6.9 Succession. Upon the sale by Declarant of all of the Lots in the Planned Community, the Association shall succeed to the position of Declarant with respect to this Declaration, and the term "Declarant" herein shall mean the "Association".

6.10 Additional Provisions. Additional provisions concerning the operation of the Association and the Executive Board are contained in the Articles and By-Laws.

## **SECTION 7.0: DECLARANT'S RIGHTS**

7.1 Marketing. Declarant, its agents, employees or contractors, until such time as the last Lot in the Planned Community is sold, shall have the right to conduct any and all activities relating to the marketing and sale of Lots on the Property. Pursuant to this right, Declarant hereby expressly reserves the right to maintain signs on the Lots owned by Declarant and on any of the Common Facilities. In addition, Declarant has the right to locate, relocate and maintain offices and models in the Planned Community in connection with the sale of Lots owned by Declarant.

7.2 Easements. Declarant hereby expressly reserves the right to use easements granted to Declarant with respect to the Common Facilities.

7.3 Delegation of Powers of Association. Declarant hereby expressly reserves the right to delegate any or all of the powers of the Association hereunder to a profit or non-profit corporation or unincorporated association which exercises those or other powers on behalf of one or more other planned communities.

## **SECTION 8.0: AMENDMENTS**

8.1 Procedure. Except as otherwise provided, this Declaration may be amended, in whole or in part, by the affirmative vote or written consent, or any combination thereof, of the Owners representing seventy five percent (75%) of the votes in the Association. Until after the termination of the Declarant Control Period, any amendment to this Declaration must be approved by Declarant. Any amendments or modifications to this Declaration shall (i) be authorized by an officer of the Association pursuant to Section 5219(e) of the Act, (ii) be recorded in the Recorder's Office of Allegheny County, Pennsylvania and (iii) take effect immediately upon recordation.

8.2 Curative Amendments. If an amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof or to change, correct or supplement anything appearing or failing to appear in this Declaration which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the requirements of any agency or entity that has established national or regional standards with respect to mortgage loans or with respect to planned communities or planned unit developments, including without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Association, or if an amendment is necessary to comply with the requirements of the Act, the Executive Board may at any time and from time to time, affect such amendments without the approval of the Owners upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted together with a like opinion from an independent registered architect or licensed professional engineer, in the event that the circumstances dictate such opinion.

8.3 Unanimous Consent. Unless expressly permitted or required by other provisions of the Act, no amendment may create or increase special declarant rights, alter the terms or provisions governing the completion or conveyance or lease of the Common Facilities or increase the number of Units or change the boundaries of any Unit, the Common Expense liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted, except with the unanimous consent of all Owners affected.

## **SECTION 9.0: COMMON FACILITIES**

9.1 Obligation of Declarant to Convey Common Facilities to Association. Declarant has an absolute obligation to convey the Common Facilities to the Association pursuant to the terms set forth in Section 6.9 of this Declaration. Conveyance to the Association shall be by special warranty deed free and clear of all liens including the lien of any construction mortgage.

9.1.1 No Consideration. The Association shall not be required to pay any consideration for the conveyance of the Common Facilities. The obligation created by this Section is binding on all successors to Declarant's interest in the Common Facilities regardless of whether they succeed to any of the special declarant rights as defined by the Act.

9.1.2 Completion Date. All improvement of the Common Facilities identified on the Plan, if any, shall be completed prior to the conveyance of the Common Facilities to the Association. Declarant hereby guarantees the completion of all such improvements and maintenance of such improvements, as may be necessary, prior to the conveyance to the Association. Other than Declarant's guarantee, there is no bond, escrow or other third party guarantee covering the completion of such improvements.

9.1.3 Ownership. Until conveyance of the Common Facilities to the Association, the Common Facilities will be owned by Declarant or by Declarant's successor in interest, subject to the obligations set forth in this Section 9.1, and all taxes levied in respect of said Common Facilities will be borne by Declarant or its successor in interest. At the time of the conveyance, Declarant or its successor in interest will pay all taxes due, without apportionment.

9.1.4 Conveyance. The conveyance of the Common Facilities to the Association will mark the beginning of the obligation of the Association to maintain the Common Facilities. The effect on the Common Expense liability of the Owners is described in Sections 10 and 11 of this Declaration.

9.2 Use. The Common Facilities shall be for the benefit of all Owners, and no Common Facilities shall be limited to the use and enjoyment of only certain Owners. There shall be no commercial use of the Common Facilities.

9.3 Motor Vehicles. The use of any motor vehicles in, on or over any portion of any of the Common Facilities is absolutely forbidden except for the removal of a dangerous situation then only after authorization by the Executive Board.

9.4 Ownership and Responsibility. The Association shall own the Common Facilities. The Association shall be responsible for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Common Facilities once Declarant has completed them to the satisfaction of the Township.

9.5 Common Road Regulation. To the extent permitted by the Township, the Association may make rules and regulations concerning driving and parking within the Planned Community, and may construct traffic calming devices, post speed limit or other traffic signs and take any other reasonable measure to discourage excessive speeding and encourage safe driving on the roads in the Planned Community.

9.6 Controlled Facilities. The Association shall be responsible for repairing and maintaining the Controlled Facilities. The cost of maintaining the Controlled Facilities shall be assessed as a Common Expense.

9.7 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Common Facilities and enforcing traffic control measure, but neither the Association nor Declarant makes any representation or assumes any liability for any loss or injury.

## **SECTION 10.0: ASSESSMENTS**

10.1 Authorization. There are hereby created Assessments for the Association for expenses that may from time to time specifically be authorized by the Association. The Assessments shall be levied equally against all Lots. Each Owner by acceptance of a deed or recorded contract of sale for any Lot is deemed to covenant and agree to pay these Assessments, together with all costs, late fees and interest as discussed in Section 10.2. The amount of the Assessment shall be determined by the Executive Board annually but shall be equal among all Lots. Since there are twenty (20) Lots in the Planned Community, each Owner shall be responsible for five percent (5%) of the expenses of the Association. Upon default in the payment of any one or more installments, the Executive Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Obligation. All Assessments, together with interest (at a rate of twelve percent (12%) per annum, but not to exceed the highest rate allowed by Pennsylvania Law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be charged on each Lot and shall be a continuing lien upon the Lot against which each Assessment is made until paid. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in any mortgage on such Lot shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

10.3 Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of any Assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

10.4 No Exemption or Abatement. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including, by way illustration and not limitation, by non-use of any Common Facility or abandonment of such Owner's Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Executive Board to take some action or perform some function required to be taken or performed by the Association or Executive Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or

from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

10.5 Monthly Assessments. All Assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each calendar month. Any expense, Assessment, fee, legal charge, fine or interest shall automatically constitute a lien upon the respective Lot being assessed, from the date on which such expense, Assessment, fee, legal charge, fine or interest becomes due. Assessments shall be payable in advance for the current month (pro-rated as of the date of closing) and for the next succeeding month following the date of closing, due and payable in advance at the settlement of any conveyance of any Lot to any ultimate user (i.e., not a builder); provided, however, that, unless otherwise required by applicable law, no Assessments shall be chargeable to any builder for any period of time that the builder holds title to the Lot.

10.6 Subordination of Certain Charges. The lien of any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinated to the lien of a prior recorded mortgage on a Lot.

10.7 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. Such reserve shall be collected and funded as determined by the Association. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. In addition, 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.

10.8 Accounting. On or before the last day of April of each calendar year, the Association shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

10.9 Special Assessments. If any annual budget proves to be inadequate for any reason, including nonpayment of any Owner's monthly Assessments, or any non-recurring 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 according to each Owner's membership in the Association as a Special Assessment. Such Special Assessment shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such Special Assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such Special Assessment shall become effective as determined by the Executive Board. Any substantial capital improvement that has been approved by the Executive Board may be paid by Special Assessment. Additionally, by a two-thirds (2/3) vote, the Executive Board may impose a Special Assessment for any

unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay.

10.10. Surplus. Any amounts accumulated from Assessments for Common Expenses and income from the operation of the Common Facilities and Controlled Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Owner, said credits to be applied to the next monthly Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter, until exhausted. No rebates or refunds of excess Assessments shall be made to any Owner.

## **SECTION 11.0: INSURANCE**

11.1 Generally. The Association shall acquire and pay for insurance subject to the following:

11.1.1 Such insurance as the Executive Board deems advisable in the operation, and for the protection, of the Common Facilities.

11.1.2 Each Owner and the Association hereby waives and releases any and all claims which he or it may have against any Owner, the Association, the Executive Board and members thereof, Declarant and their respective employees and agents, for damage to the Common Facilities, or to any personal property located in the Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

11.1.3 If the act or omission of an Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Owner, shall cause damage to the Common Facilities or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of Subsection 11.1.2, above.

11.1.4 Any, release or waiver referred to in Subsections 11.1.2 and 11.1.3 hereof, shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Owners and the Association, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

11.1.5 Comprehensive public liability and property damage insurance shall be in such limits as the Executive Board shall deem desirable provided that such limit shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage, insuring the Declarant, the Association, the members of the Executive Board, and their respective agents and employees, and the



Owners, from any liability to the public or to the Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Facilities.

11.1.6 Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Executive Board deems advisable in connection with any insurance, shall be Common Expenses.

11.1.7 The Executive Board may obtain liability insurance insuring against personal loss for actions taken by members of the Executive Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Executive Board in its discretion.

11.1.8 Each Owner shall obtain casualty insurance for his Unit and any improvements on his Lot. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Unit and any improvements constructed on the Lot. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

11.1.9 The Executive Board shall obtain and maintain, casualty insurance on the Common Facilities for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at a reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Facilities.

11.1.10 If fire or other casualty damages or destroys any of the improvements on the Common Facilities, the Executive Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped by means of insurance replacement as provided in Section 11.1.9. The Executive Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

11.1.11 If fire or other casualty damages or destroys a Building or any other improvements in the Planned Community, the Owner or Owners who own the damaged or destroyed Building or improvement, or such portions thereof as are affected, shall immediately proceed to rebuild and restore the same to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Executive Board. If the Owners fail to clean and secure the property within thirty (30) days after a casualty, the Association may, in accordance with the applicable provisions of this Declaration, remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the property safe and attractive. The cost of such clean up shall be assessed to the Owners in question.

## **SECTION 12.0: TRANSFER AND LEASING OF UNITS**

12.1 Transfer of Units. If an Owner transfers all of his ownership in his Unit, the transfer automatically includes his membership in the Association.

12.2 Leasing of Units. The leasing of a Unit does not affect the liability of the Owner with respect to his obligation under this Declaration, the By-Laws and the Rules and Regulations.

12.3 Resale of Units: Mandatory Disclosure to Purchaser(s).

12.3.1 Mandatory Disclosures. In the event of a resale of a Unit by an Owner, the seller shall furnish to a purchaser, before execution of any contract for sale of a Unit or otherwise before conveyance, a copy of this Declaration and a certificate containing (if applicable) the requirements of Section 5407 of the Act.

12.3.2 Association's Obligations to Cooperate. The Association must fully cooperate in the preparation and delivery of this information certificate to a selling Owner and shall furnish the selling Owner with a certificate concerning the amounts owed to the Association with respect to the Unit in question within ten (10) days after it is requested in writing by the Owner. The Association may assess the reasonable cost of the preparation of its certificate to the selling Owner and require payment prior to the delivery of the certificate to the selling Owner.

12.3.3 Owner's Liability. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information contained in the Association's certificate or provided by the Association to the Owner and included in his certificate. An Owner is not liable to a purchaser for the failure or delay of the Association to cooperate in the preparation of the certificate in a timely manner, but the purchase contract is voidable by the purchaser until the certificate has been provided and for five (5) days thereafter or until conveyance, whichever first occurs.

12.3.4 Purchaser's Liability. A purchaser is not liable for any unpaid Assessments or fees larger than the amount set forth in the certificate prepared by the Association.

## **SECTION 13.0: GENERAL PROVISIONS**

13.1 Duration. All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the Owner of each Lot, regardless of how he or she acquired title, until the commencement of the calendar year 2062, on which date these covenants, conditions and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten (10) year periods, unless on or before the end of one of such extension periods or the base period the Owners of a majority of the Lots shall by written instrument, duly recorded, declare a termination of the same. Although these covenants, conditions and restrictions may expire as herein provided, any and all revisions committed or suffered prior to such expiration shall be absolute.

13.2 Enforcement of Declaration.

13.2.1 Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or her property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulation, the Association, Declarant or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity.

13.2.2 No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

13.2.3 Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed against the Owner against whom such action was taken.

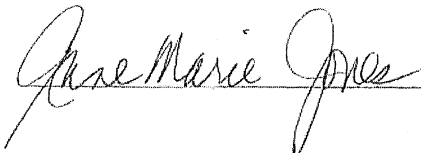
13.3 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit and, if different, to the last known address of the person who appears as Owner of the Unit as that address is stated on the records of the Association at the time of mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

13.4 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

13.5 Governing Law. This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

WITNESS:

  
\_\_\_\_\_

CHAPEL HILL ESTATES, LP,  
a Pennsylvania limited partnership

By: CH ESTATES, LLC, its general  
Partner

By:   
\_\_\_\_\_

Christopher G. Randall  
Manager

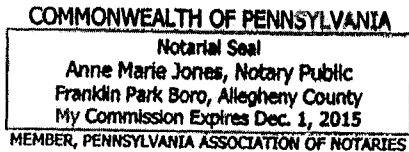
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 5<sup>th</sup> day of August, 2012, before me, a Notary Public, the undersigned officer, personally appeared Christopher G. Randall, the Manager of **CH ESTATES, LLC**, the general partner of **CHAPEL HILL ESTATES, LP**, a Pennsylvania limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same as the Manager of **CH ESTATES, LLC**, the general partner of **CHAPEL HILL ESTATES, LP**, for the purposes therein contained.

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

Anne Marie Jones  
Notary Public

MY COMMISSION EXPIRES: December 1, 2015



**EXHIBIT "A"****PROPERTY DESCRIPTION**

1. **ALL THAT CERTAIN** lot or piece of ground situate in Marshall Township, Allegheny County, Pennsylvania, being part of Purpart "C" in the Plan of Partition of the Estate of Martha Neely, deceased, in the Court of Common Pleas No. 1 of Allegheny County, Pennsylvania, at Number 249 June Term 1900, being bounded and described as follows, to-wit:

**BEGINNING** at a point in the center of the former township road now Legislative Route 22104 and known as Wexford Run Road at the dividing line between the land herein described and land now or formerly of Daniel C. Kohler, et ux, which is also the dividing line between Purparts "B" and "C" as shown on said Plan of Partition; thence along said dividing line North 2° 30' West, 994.52 feet to line of land now or formerly of J.M. Cadwick and Helen L. Cadwick, his wife; thence by said land North 87° 30' East, 263.75 feet to the Westerly side of a 50 foot right of way; thence along the Westerly side of said 50 foot right of way, South 2° 30' East, 994.52 feet to the center of Wexford Run Road aforesaid; thence along the center line of said Wexford Run Road, South 87° 30' West, 263.75 feet to the place of beginning. Containing an area of 6.02 acres, more or less, as per prior deeds of record.

**BEING** designated as Block and Lot 1822-M-16 in the Allegheny County Deed Registry Office.

2. **ALL THAT CERTAIN** lot or piece of ground situate in Marshall Township, County of Allegheny, Commonwealth of Pennsylvania, being part of Purpart "C" in the Plan of Partition of the Estate of Martha Neely, deceased, in the Court of Common Pleas No. 1 of Allegheny County, Pennsylvania, at Number 249 June Term 1900, being bounded and described as follows, to-wit:

**BEGINNING** at a point in the center of the former township road now Legislative Route 02104, known as Wexford Run Road, said point being North 87° 30' East a distance of 50 feet from the land now or formerly of John Kokorugga, et ux. at the Easterly line of a center 50 foot right of way as set forth in deed from J.M. Caddick, et ux. to John Kororugga, et ux. in Deed Book Volume 4784, page 437; thence along said center line of said Wexford Run Road aforesaid North 87° 30' East a distance of 263.75 feet to a point at the dividing line between the land herein described and land now or formerly of Carrie Rolhause; thence along said dividing line North 2° 30' West a distance of 994.52 feet to a point; thence South 87° 30' West a distance of 263.75 feet to a point on the Easterly side of said right of way; thence along said right of way South 2° 30' East a distance of 994.52 feet to a point in the center of said Wexford Run Road, the place of beginning; containing 6.02 Acres, more or less, together with the right to use the aforementioned right of way for ingress, egress and regress.

**BEING** designated as Block and Lot 1822-M-15 in the Allegheny County Deed Registry Office.

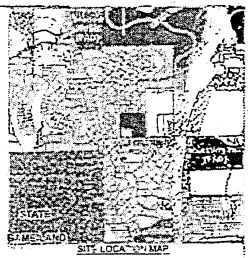
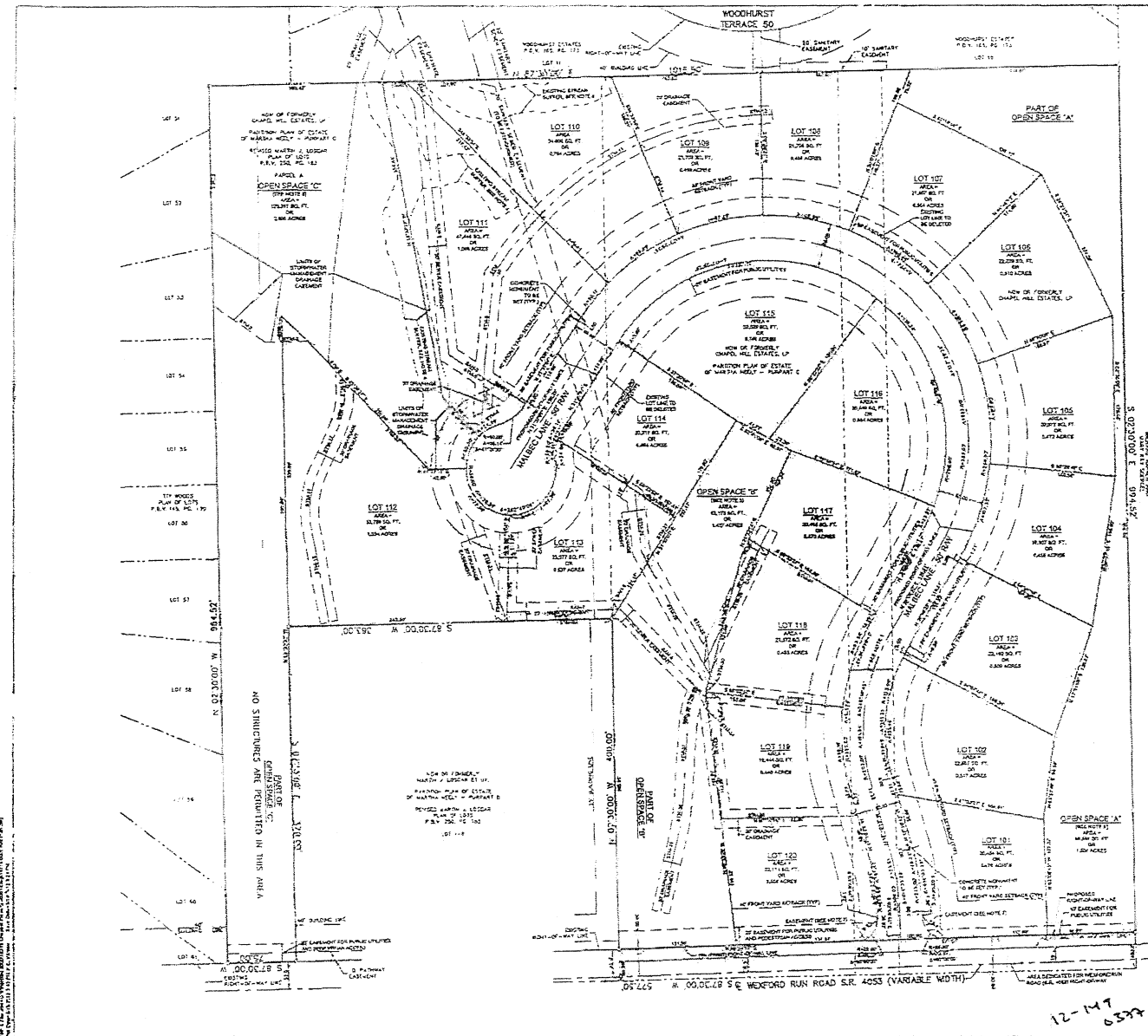
3. **ALL THAT CERTAIN** lot or piece of ground situate in the Township of Marshall, County of Allegheny, and Commonwealth of Pennsylvania, being known as Parcel "A" as shown on a certain plan entitled Revised Martin J. Loscar Plan of Lots, as the same is recorded in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 250, page 183.

**BEING** designated as Block and Lot 1822- L- 25 in Allegheny County Deed Registry Office.

**EXHIBIT "B"**

**THE PLAN**

**(See attached reduced copy)**



AIR PHOTO  
SITE LOCATION MAP

OWNER / OWNER'S ATTORNEY  
C.H. ESTATES LLC  
501 WALLACE ROAD EST.  
SUITE 202  
MCDONOUGH, PA 15084  
724-794-8886

PROPERTY AREA SUMMARY  
LOTS BY THROUGH ONE: 50% OF 101-102 ACRES  
OPEN SPACE: 3.0 ACRES  
TOTAL: 101 ACRES  
NET: 101 ACRES  
TOTAL: 101 ACRES  
NET: 101 ACRES

- NOTES
1. DEVELOPER'S RESPONSIBILITY FOR HIGHWAY, CROSS AND REDUCED TO BE ESTABLISHED WITH THE APPROVAL OF THE STATE.
  2. ALL UTILITIES ARE SHOWN AS LOCATED ON THIS PLAN AND FOR INFORMATION PURPOSES ONLY. ALL UTILITIES ARE THE PROPERTY OF THE RESPECTIVE OWNERS AND OPERATORS OF THE UTILITIES. THE LOCATION OF UTILITIES IS FOR INFORMATION PURPOSES ONLY. THE LOCATION OF UTILITIES IS FOR INFORMATION PURPOSES ONLY.
  3. THE RIGHTS OF THE ADJACENT PROPERTIES ARE NOT TO BE INTERFERED BY ANY OF THE WORKS PROVIDED IN THIS PLAN AS AUTHORIZED BY THE APPROVAL OF THE ADJACENT PROPERTIES AND LOCAL AGENCIES. HOWEVER, ANY CONSTRUCTION IS THE RESPONSIBILITY OF THE ADJACENT PROPERTIES AND LOCAL AGENCIES.
  4. A FUTURE GROUP AND FRONT 8 ACRES PARTIAL TO SECTION 18 OF THE LOT OF JUNE 1, 1983 (P.A. 1983-036), IS TO BE DONATED TO THE STATE OF PENNSYLVANIA TO BE USED AS A STATE FOREST.
  5. ESTABLISHED BUFFER ZONE IS FIVE FEET FROM CENTERLINE OF STREAM ON EACH SIDE. STREAM BUFFER ZONE AREA SHALL BE MAINTAINED IN ITS NATURAL STATE.
  6. DISTURBED AREA OF 17.4 ACRES TO BE REVEGETATED BY THE HOMEOWNERS ASSOCIATION.
  7. THE RIGHTS OF THE ADJACENT PROPERTIES ARE NOT TO BE INTERFERED BY ANY OF THE WORKS PROVIDED IN THIS PLAN AS AUTHORIZED BY THE APPROVAL OF THE ADJACENT PROPERTIES AND LOCAL AGENCIES.
  8. SITE SHOWN AS TOPOGRAPHIC RELIEF.



NORTH



TOTAL AREA FOR RECORDING 862.485 SF OR 19.800 ACRES

**GATEWAY** Consulting Engineers & Surveyors  
300 Hillside Drive Suite 300 Pittsburgh, PA 15220  
Phone (412) 921-4020 Fax (412) 921-9900  
Mobile (412) 381-7000 www.gateway-pa.com

CHapel Hill Estates  
PLAN No. 1

MARSHALL TOWNSHIP  
ALLEGHENY COUNTY

C.H. ESTATES LLC

12-147  
0577



NOTE: ALL SIGNATURES MUST BE MADE WITH A NAVY BLUE INK FELT TIP PEN.

THE CITY OF ALEXANDRIA, VIRGINIA, HEREBY CERTIFIES THAT THE ABOVE DESCRIBED EASEMENT IS A VALID EASEMENT IN ACCORDANCE WITH THE CITY OF ALEXANDRIA, VIRGINIA, CHARTER AND ORDINANCES. THE CITY OF ALEXANDRIA, VIRGINIA, HEREBY CERTIFIES THAT THE ABOVE DESCRIBED EASEMENT IS A VALID EASEMENT IN ACCORDANCE WITH THE CITY OF ALEXANDRIA, VIRGINIA, CHARTER AND ORDINANCES.

*[Signature]*  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

*[Signature]*  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

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 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

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 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

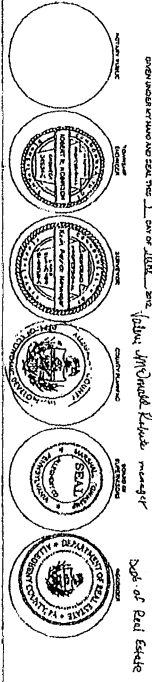
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 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

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 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

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 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA

*[Signature]*  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CITY OF ALEXANDRIA, VIRGINIA



STORMWATER DRAINAGE EASEMENT TABLE

LINE	BEARING	DIST.	RADIUS	LENGTH	CHD BEARING	CHD DIST.	DELTA	DESC.
S1A2	S 89° 00' 00" E	70.88'						EASEMENT
S1A3	N 87° 00' 00" E	43.75'					EASEMENT	
S1A4	S 89° 00' 00" E	100.00'					EASEMENT	
S1A5	N 87° 00' 00" E	11.30'					EASEMENT	
S1A6	S 89° 00' 00" E	17.42'					EASEMENT	
S1A7	N 87° 00' 00" E	11.30'					EASEMENT	
S1A8	S 89° 00' 00" E	107.25'					EASEMENT	
S1A9	N 87° 00' 00" E	104.63'					EASEMENT	
S1A10	S 89° 00' 00" E	104.63'					EASEMENT	
S1A11	N 87° 00' 00" E	28.00'					EASEMENT	
S1A12	S 89° 00' 00" E	18.00'					EASEMENT	
S1A13	N 87° 00' 00" E	18.00'					EASEMENT	
S1A14	S 89° 00' 00" E	18.00'					EASEMENT	
S1A15	N 87° 00' 00" E	18.00'					EASEMENT	
S1A16	S 89° 00' 00" E	18.00'					EASEMENT	
S1A17	N 87° 00' 00" E	18.00'					EASEMENT	
S1A18	S 89° 00' 00" E	18.00'					EASEMENT	
S1A19	N 87° 00' 00" E	18.00'					EASEMENT	
S1A20	S 89° 00' 00" E	18.00'					EASEMENT	
S1A21	N 87° 00' 00" E	18.00'					EASEMENT	
S1A22	S 89° 00' 00" E	18.00'					EASEMENT	
S1A23	N 87° 00' 00" E	18.00'					EASEMENT	
S1A24	S 89° 00' 00" E	18.00'					EASEMENT	
S1A25	N 87° 00' 00" E	18.00'					EASEMENT	
S1A26	S 89° 00' 00" E	18.00'					EASEMENT	
S1A27	N 87° 00' 00" E	18.00'					EASEMENT	
S1A28	S 89° 00' 00" E	18.00'					EASEMENT	
S1A29	N 87° 00' 00" E	18.00'					EASEMENT	
S1A30	S 89° 00' 00" E	18.00'					EASEMENT	
S1A31	N 87° 00' 00" E	18.00'					EASEMENT	
S1A32	S 89° 00' 00" E	18.00'					EASEMENT	
S1A33	N 87° 00' 00" E	18.00'					EASEMENT	
S1A34	S 89° 00' 00" E	18.00'					EASEMENT	
S1A35	N 87° 00' 00" E	18.00'					EASEMENT	
S1A36	S 89° 00' 00" E	18.00'					EASEMENT	
S1A37	N 87° 00' 00" E	18.00'					EASEMENT	
S1A38	S 89° 00' 00" E	18.00'					EASEMENT	
S1A39	N 87° 00' 00" E	18.00'					EASEMENT	
S1A40	S 89° 00' 00" E	18.00'					EASEMENT	
S1A41	N 87° 00' 00" E	18.00'					EASEMENT	
S1A42	S 89° 00' 00" E	18.00'					EASEMENT	
S1A43	N 87° 00' 00" E	18.00'					EASEMENT	
S1A44	S 89° 00' 00" E	18.00'					EASEMENT	
S1A45	N 87° 00' 00" E	18.00'					EASEMENT	
S1A46	S 89° 00' 00" E	18.00'					EASEMENT	
S1A47	N 87° 00' 00" E	18.00'					EASEMENT	
S1A48	S 89° 00' 00" E	18.00'					EASEMENT	
S1A49	N 87° 00' 00" E	18.00'					EASEMENT	
S1A50	S 89° 00' 00" E	18.00'					EASEMENT	
S1A51	N 87° 00' 00" E	18.00'					EASEMENT	
S1A52	S 89° 00' 00" E	18.00'					EASEMENT	
S1A53	N 87° 00' 00" E	18.00'					EASEMENT	
S1A54	S 89° 00' 00" E	18.00'					EASEMENT	
S1A55	N 87° 00' 00" E	18.00'					EASEMENT	
S1A56	S 89° 00' 00" E	18.00'					EASEMENT	
S1A57	N 87° 00' 00" E	18.00'					EASEMENT	
S1A58	S 89° 00' 00" E	18.00'					EASEMENT	
S1A59	N 87° 00' 00" E	18.00'					EASEMENT	
S1A60	S 89° 00' 00" E	18.00'					EASEMENT	

SANITARY SEWER EASEMENT TABLE

LINE	BEARING	DIST.	RADIUS	LENGTH	CHD BEARING	CHD DIST.	DELTA	DESC.
S2A1	S 89° 00' 00" E	27.75'						EASEMENT
S2A2	N 87° 00' 00" E	46.80'						EASEMENT
S2A3	S 89° 00' 00" E	32.50'						EASEMENT
S2A4	N 87° 00' 00" E	116.25'						EASEMENT
S2A5	S 89° 00' 00" E	176.67'						EASEMENT
S2A6	N 87° 00' 00" E	176.67'						EASEMENT
S2A7	S 89° 00' 00" E	176.67'						EASEMENT
S2A8	N 87° 00' 00" E	176.67'						EASEMENT

**GATEWAY**  
 CHAPEL HILL ESTATES  
 PLAN NO. 1  
 MARSHALL TOWNSHIP  
 ALEXANDRIA COUNTY  
 C.H. ESTATES LLC

Scale: 1" = 40'-0"

DATE: 01-20-2012

**EXHIBIT "C"**

**EXISTING ENCUMBRANCES**

1. Any and all matters as set forth in the Plan of Partition of the Estate of Martha Neely, deceased, in the Court of Common Pleas No. 1 of Allegheny County, Pennsylvania at No. 249 June Term 1900.
2. Right of ingress and regress to maintain well and pipeline as mentioned in Deed Book Volume 4976, Page 149.
3. All matters shown on Plans as recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 235, Page 39 and Plan Book Volume 250, Page 183.
4. Coal, oil, gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
5. All matters shown on the Chapel Hill Estates Plan No. 1, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 274, Page 92.
6. Open-End Purchase Money Mortgage from Chapel Hill Estates LP, a Pennsylvania limited partnership to Tri City Aluminum Company, a Pennsylvania corporation of record in the Department of Real Estate of Allegheny County in Mortgage Book Volume 40557, Page 449.