



*The*

*Fields of*

**NICHOLSON**



60 2005 00032723

Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219

Instrument Number: 2005-32723

Recorded On: September 26, 2005 As-Deed Agreement

Parties: SIGNATURE HOMES

To FIELDS NICHOLSON PLANNED COMMUNITY

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Comment: DECLARATION

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Valerie McDonald-Roberts Recorder of Deeds

41

**DECLARATION OF PLANNED COMMUNITY  
OF  
FIELDS OF NICHOLSON PLANNED COMMUNITY**

**By**

**DAN & MICHAEL, INC.  
d/b/a SIGNATURE HOMES**

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

**DECLARATION OF PLANNED COMMUNITY  
OF  
FIELDS OF NICHOLSON PLANNED COMMUNITY**

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# DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

## ARTICLE I

### Submission; Defined Terms.

Section 1.1 Declarant; Property; County; Name. Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant") owner of the real estate described in Exhibit "A" attached hereto, located in Franklin Park Borough, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act"), and hereby creates with respect to the Property a flexible planned community to be known as "The Fields of Nicholson Planned Community" (the "Planned Community") and the Property shall be held, sold, and conveyed and the Planned Community governed pursuant to and subject to the Declaration, the Act and the following easements, restrictions, covenants, and conditions as set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof. Additional Real Estate, when added to the Planned Community shall be part of the Property.

Section 1.2 Liens and Encumbrances. The Property referred to in Section 1.1 above is subject to the items set forth on Exhibit "B" and the Property is hereby submitted to the Act together with and subject to the same.

### Section 1.3 Defined Terms.

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

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

a. "Additional Real Estate" means the Real Estate described in Exhibit "C" attached hereto and incorporated herein by reference, so long as the Declarant's rights to add such Real Estate to the Community continue to exist;

b. "Association" means the Fields of Nicholson Owners Association of the Community and shall be known as the Fields of Nicholson Owners Association;

c. "By-Laws" are the by-laws of the Association;

d. "Common Elements" means Controlled Facilities and Common Facilities;

e. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, for repair, maintenance and replacement of Common Facilities and Controlled Facilities (including Limited Controlled Facilities) except as otherwise herein provided;

f. "Common Facilities" means all real estate within the Community which is owned by or leased to the Association, but not including any Units, including, but not limited to, courtyards, decks, sidewalks (that are not part of a Unit), paving under decks, and the Community Building;

g. "Controlled Facilities" means all real estate within the Community which are parts of a Unit, which are not Common Facilities, but are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. Controlled Facilities in the Community include: the exterior facades, roof deck and shingles (but not roof structure), walkways, flues and vents above roof lines, gutters and downspouts on the front facade of a Unit, the outside doors and windows of a Unit and stoops;

h. "Convertible Real Estate" means the Real Estate described in Exhibit "C" attached hereto and incorporated herein by reference, so long as the Declarant's rights to add changes to convert such Real Estate to the Community continue to exist.

i. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

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

k. "Executive Board" means the Executive Board of the Association;

l. "Limited Common Facilities" means a portion of the Common Facilities allocated by or pursuant to this Declaration or by operation of §§ 5202(2) or (3) of the Act for the exclusive use of one or more but less than all of the Units, including decks, paving under decks, utility service lines not owned by utility companies or exclusively servicing a Unit (e.g. stormlines under basement floors), French drains around Units, portions of gutters and downspouts on the rear facade of a Unit;

m. "Unit" means that portion of the Community designated for separate ownership or occupancy, the boundaries of which are described herein and in the Plats and Plans and a portion of which may be designated as Controlled Facilities; and

n. "Unit Owner" means Declarant or such other person(s) or

entity(ies) which holds title to one or more Units in the Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

## ARTICLE II

### Types or Classes of Units; Boundaries; Allocation of Percentage Interests.

#### Section 2.1 Types or Classes of Units.

(a) There shall be five types or classes of Units in the Community:

(1) Standard Town Home - a single-family dwelling with one or two party walls with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling of twenty-four feet (24') or less.

(2) Executive Town Home- a single-family dwelling with one or two party walls with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling greater than twenty-four feet (24') but less than twenty- seven feet (27').

(3) Deluxe Town Home- a single-family dwelling with one or two party walls with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling of greater than twenty-seven feet (27').

(4) Executive Carriage Home - a single family dwelling with one party wall with the front entrance of the two attached dwellings of which the structure is connected facing in the same direction with a width at the front of the dwelling of less than forty-four feet (44').

(5) Deluxe Carriage Home- a single family dwelling with one party wall with the front entrance of the two attached dwellings of which the structure is connected facing in the same direction with a width at the front of the dwelling of forty-four feet (44') or greater.

Section 2.2 Boundaries; Title Lines. The horizontal boundaries or title lines of each Unit (including a Development Unit) shall be the boundary lines of the Unit as shown on the Plats and Plans as such dimensions may be amended as provided in the Declaration. Within such dimensions as amended the vertical boundaries shall extend from the horizontal boundaries upward to the heavens and downward to the center of the earth at right angles to such horizontal boundaries, subject to limitations of law and to title matters. Each Unit shall include all improvements existing or subsequently installed thereon.

**Section 2.3 Boundaries of Existing Units on Plats and Plans; Unit Identifying Number.**

(a) The horizontal boundaries of each existing Unit are shown in the Plats and Plans filed with the Declaration. Attached as Exhibit "D" is a list of existing Units with identifying numbers in the Association of each Unit.

**Section 2.4 Percentage Interests/Voting Rights.** Attached as Exhibit "D" hereto is a list of all Units by their identifying numbers. Each Unit shall have the Percentage Interest, determined by their type of Unit. A Standard Town Home shall have a factor of .9, an Executive Town Home shall have a factor of 1.0, a Deluxe Town Home and Executive Carriage Home shall have a factor of 1.1 and a Deluxe Carriage Home shall have a factor of 1.2. To determine Percentage Interests as the development proceeds, the following formula shall be used:

$$100 \div [(\# \text{ of Standard Town Homes} \times .9) + (\# \text{ of Executive Town Homes}) + (\# \text{ of Deluxe Town Homes} \times 1.1) + (\# \text{ of Executive Carriage Homes} \times 1.1) + (\# \text{ of Deluxe Carriage Homes} \times 1.2)] = \text{Percentage Interest of Executive Town Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times .9 = \text{Percentage Interest of Standard Town Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.2 = \text{Percentage Interest of Deluxe Carriage Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.1 = \text{Percentage Interest of Executive Carriage Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.1 = \text{Percentage Interest of Deluxe Town Home}$$

As Units are created through addition or conversion, the Percentage Interests will be adjusted based upon the above formula.

The percentage Interest will change upon the addition of Units contained in Additional Real Estate, but only at the time that an occupancy permit is obtained for the additional units. The Percentage Interest shall determine the share of the Common Expenses for which each Unit is liable and the voting rights of that Unit.

**Section 2.5 Use Restrictions.**

(a) **Use and Occupancy of Units and Common Elements.** The occupancy and use of the Units and Common Facilities shall be subject to the provisions of the Borough of Franklin Park Zoning Code and to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and

any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

(1) No part of the Property shall be used for other than housing for residential purposes for which the Property was designated except as otherwise provided.

(2) No structure may be erected or maintained on any Unit other than a town home or carriage home dwelling and its appurtenant garage, with the exception of those Units upon which the Declarant may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices.

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

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

(5) Except as to the Declarant, no signs, advertising or other displays shall be maintained or permitted on any part of the Property. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Facilities. A Unit owner attempting to sell his or her Unit may place a "For Sale," sign only in the window of his or her Unit.

(6) No Building or any part thereof may be erected on any Lot nearer to the front lot line and any side street than the Building setback lines shown on the Plats and Plans.

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

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

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

(10) No obnoxious or offensive activity shall be carried on in any Unit or in the Common Facilities (including Limited Common Facilities), nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

(11) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Facilities (including Limited Common Facilities). The Common Facilities (including Limited Common Facilities) shall be kept free and clear of rubbish, debris and other unsightly materials.

(12) No unit Owner, nor anyone in a Unit with the permission of the Unit owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

(13) The Common Facilities (including the Limited Common Facilities) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

(14) No radio or television aerial, antenna, wiring and/or satellite dish (other than as permitted in the next sentence), regardless of size, shall be installed without the written consent of the Board. One (1) satellite dish (not exceeding 30 inches in diameter) for a Unit may be installed on the roof or rear wall of a Unit. The Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The unit owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

(15) No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on balconies, patios or in or on the Common Facilities (including Limited Common Facilities) without prior written consent of the Executive Board. Retractable awnings may be installed in accordance with standards established by the Executive Board.

(16) Except as hereinafter provided, no animals, livestock and poultry of any kind shall be raised, bred or kept in any Unit or on the Common Facilities. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no more than two (2) are kept in any one Unit; (ii) no animals shall be permitted in any portion of the Common Facilities except on a leash (no longer than six feet in length) maintained by a responsible person; (iii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iv) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or

creates a detrimental effect on the Community or other Units or occupants.

(17) No commercial trucks, commercial trailers or commercial vans may be parked in an outdoor parking area of the Community for more than the time required to make a delivery or pickup from a Unit, or as part of the construction of any structure on a Unit. Motorcycles and/or recreational vehicles belonging to residents of the Community may be parked in indoor parking areas of the community at any time, but parking of such vehicles in outdoor parking areas of the Community is limited to no more than two (2) consecutive hours or four (4) hours total in any twenty-four (24) hour period. Minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles and/or motorcycles in any of the driveways of a Unit; provided, however, that damage to the Common Facilities caused by such minor repairs will be the responsibility of the Unit Owner in whose driveway the repairs were made.

(18) All repairs or maintenance to the roof, deck and shingles (not roof structure) doors and windows, exterior and facades of a Unit may only be done by the Association and not by the Unit Owner. The Unit Owner may install and maintain in good condition and repair, flowers outside of the Unit Owner's Town Home or Carriage Home but only after receiving the prior written approval of the Executive Board. No Unit Owner may remove any landscaping or planting from the Common Facilities.

(19) No improvements, alterations, repairs, changes of paint colors, of light fixtures, excavations or other work which will alter the exterior appearance of any portion of the Unit or a Limited Common Facility from its natural or improved state shall be made or done except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board, except as otherwise expressly provided in the By-Laws. This provision shall also apply to size, location and color of signs, antennae, solar panels, awnings, lights, buildings, fences, walls or changes in grade of the Unit. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a Unit or otherwise outside of a Unit or any part thereof except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board.

(20) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in the place provided for such purpose in such manner as may be prescribed from time to time in regulations established by the Executive Board. Each Unit Owner shall be responsible for the placement of trash containers and recycling containers at the curb of the public street on the date designated for pick up. Containers shall be removed from the curb promptly after pick up. Containers shall be stored at all other times inside of a dwelling or at such other location as prescribed by the Rules and Regulations of the Association.

(21) Reasonable rules and regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by

the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.

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

### ARTICLE III

#### Controlled Facilities; Obligations of Association; Limited Common Elements.

##### Section 3.1 Controlled Facilities.

(a) The following shall be Controlled Facilities for the purposes of Section 3.2, 6.4 and other applicable Sections of the Declaration.

(1) All Units now or hereafter created and all improvements thereon and the exteriors of all dwellings now or hereafter erected thereon and anything attached to said exteriors (but excluding the interiors of the dwellings) and including as part of the Controlled Facilities, but not limited to, all brick, siding, paint, roofs, gutters, downspouts, windows, doors, screens, porches, patios, balconies, decks, shutters, chimneys, private underground sanitary and storm lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways and structures; each Unit except the interior of a dwelling thereon shall be subject to control and regulation by the Association.

##### Section 3.2 Obligations of the Association with Regard to Controlled Facilities.

(a) The Association shall be responsible for the following in connection with the Controlled Facilities of a Unit:

(1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards.

(2) Mulching of areas in front and side yards as mulched originally by the Declarant.



(3) Maintenance, repair and replacement of the exterior of any dwelling erected on a Unit and attachments to the exterior but not any satellite dish attached by the Owner.

(4) Snow removal of parking areas, sidewalks located along the public streets, driveways, access roads, and private streets and clubhouse parking areas. The Association shall not be responsible for snow removal on sidewalks only serving a unit.

(5) Maintenance, repair and replacement of the landscaping and plants installed by the Declarant, except in the event the landscaping and plants installed by the Declarant are damaged by the negligence or willful acts of the Owner.

(b) Unit Owners shall be responsible for watering lawns and shrubs that are located within there Unit.

### Section 3.3 Other Obligations of Association.

(a) The Association shall be also responsible for only those other obligations imposed by the Act or assumed by the Association pursuant to powers allowed by the Act.

## ARTICLE IV

### Assessments and Lien For Assessments.

#### Section 4.1 Assessment for Common Expenses.

(a) General Rule. Until the Association makes a Common Expense assessment, the Declarant shall pay all the expenses of the Planned Community. After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association. The budgets of the Association shall segregate any Limited Common Expenses from General Common Expenses if and to the extent appropriate.

(b) Allocation and Interest. Except for assessments under Subsection (c), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of General Common Expenses and in accordance with Subsection (c) in the case of special allocation of expenses. Any past due assessment or installment thereof shall bear interest at the rate of fifteen (15%) percent per year unless the Executive Board establishes a lower rate.

#### (c) Special Allocations of Expenses.

(1) If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(d) Reallocation. If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

(e) Time of Assessment. Common Expense Liabilities shall be assessed against a Unit at the earlier of a sale of the Unit by Declarant to a third party buyer or the issuance of an Occupancy Permit for the Unit.

#### Section 4.2 Lien for Assessments.

(a) General Rule. The Association has a lien pursuant to Section 5315 of the Act on a Unit for any assessment levied against that Unit or fines imposed against its Unit owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Section 5302(a)(10), (11) and (12) of the Act (relating to power of Unit Owners Association) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Unit Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved. Nothing in this Section shall be construed to prohibit actions or suits to recover sums for which Subsection (a) of Section 5315 of the Act creates a lien or to prohibit an association from taking a deed in lieu of foreclosure.

(c) Costs and Attorney Fees. A judgment or decree in any action or suit brought under Section 5315 of the Act shall include costs and reasonable attorney fees for the prevailing party.

(d) Statement of Unpaid Assessments. The Association shall furnish to a Unit Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit and any credits of surplus in favor of his Unit or under Section 5313 (relating to surplus funds). The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner. The Association may charge a fee for providing the statement regarding assessments.

Section 4.3 Capital Improvements. The Executive Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Facilities and improvements thereon, but any such special assessment shall require the approval of 51% of the Association. Nothing herein shall limit the authority of the Executive Board to levy assessments for Common Expenses.

Section 4.4 Initial Capital Contribution. The conveyance of a Unit to an Owner by the Declaration shall be subject to a capital contribution of \$250.00 per unit at the Closing on the initial sale of a Unit.

## ARTICLE V

### Allocation of Votes; Common Expense Liabilities; Maximum Number of Units.

Section 5.1 Votes and Common Expense Liabilities. Each Unit shall have one Vote in the Association equal to that Unit's Percentage Interest. Each Unit shall pay a percentage of the Common Expenses of the Association based upon that Unit's Percentage Interest subject to special allocations which shall be made by the Association and payable by Unit Owners pursuant to Section 5314(c) of the Act and Section 4.1(c) hereof. Attached is Exhibit "D" which shows the percentage of Common Expenses Liability of the Units.

Section 5.2 Lien and Personal Liability for Common Expense Liability. The adoption of the budget, or any amended budget by the Executive Board, or any adoption or approval of any Capital Assessment or Special Unit Assessment or other charge or fine permitted by the Declaration, By-Laws, Rules and Regulations or the Act, with an allocation of the percentage or amount due by a Unit or class of Units, shall be an assessment levied for such amount against such Units and a lien against the Unit(s) in accordance with Section 5315 of the Act and Section 4.2 from the time the assessment or fine becomes due which the Unit owner covenants and agrees to pay.

Section 5.3 Reallocation of Percentages. Article XV states the formula to be used to reallocate the percentages of the allocated shares of Common Expenses of the Association and the percentage of votes in the Association among all Units included in the Planned Community after the addition of Additional Real Estate containing Units or the withdrawal of Withdrawable Real Estate.

Section 5.4 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community by any means permitted by the Declaration or Act is 121. If the Additional Real Estate is added to the Community, the maximum number will increase by 110.

## ARTICLE VI

### Assessments For Controlled Facilities; Special Allocations.

Section 6.1 Special Allocation. The costs for the duties performed in connection with Controlled Facilities by the Association as set forth in Article III and elsewhere in the Declaration shall be assessed as Common Expenses exclusively against the Units benefitted thereby as special allocations pursuant to Section 5314(c) of the Act and this Declaration.

Section 6.2 General Rule. Except to the extent otherwise provided by the Declaration, each Unit Owner is responsible for maintenance, repair and replacement of his Unit. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees access through the Unit reasonably necessary for those purposes. If

damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair of the damage.

Section 6.3 Willful Damage. If any damage to the Common Elements is caused by the willful or negligent act of a Unit Owner, or his family, guests, or invitees, the costs of repair or replacement shall be assessed against the Unit Owner.

Section 6.4 Special Unit Assessments. If any Owner of a Unit fails to maintain his dwelling or anything attached thereto or any other part of his Unit except for matters for which the Association has responsibilities to a level equal to other similar Units in the Planned Community, the Executive Board, after reasonable notice and hearing, at which the Owner may be heard, shall have the right through the Association's agents and contractors and subcontractors to perform such maintenance, replacement and repair upon such Unit as is appropriate to bring the Unit up to such standard. The Board shall levy an assessment against the Owner and his Unit to reimburse the Association for such expenses incurred and bring suit against the Owner for collection, costs, expenses and attorneys fees. Any such assessment shall be due and payable on such date as the Board determines and gives reasonable notice thereof to the Owner. Any such Owner does hereby give a right of entry to the Association's agents, contractors and subcontractors to enter upon and into his Unit (including the dwelling) for the purpose of inspection and performance of the work upon reasonable notice.

Section 6.5 Driveway to Unit. Any driveway situate upon a Unit which provides access to the garage of another Unit presently existing or hereafter created, may be used by that other Unit for ingress and egress to the Unit garage, and Declarant for itself, its successors and assigns hereby gives and grants to each such Unit Owner, his heirs and assigns, whose access to his garage is over such a driveway situate upon another Unit, a perpetual non-exclusive easement thereover for ingress and egress, pedestrian and vehicular, and by guests, invitees, and all others entering with permission of that Unit Owner to his garage in common with all other Unit Owners to whom access is provided to their garages over said driveway.

6.6. Party Walls.(a) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the homes upon the properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Declarant, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have

granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. The cost of reasonable repair and maintenance of a party fence shall be an expense of the Association.

(c) Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty and such damage is not otherwise covered by insurance, any Owner who has used the wall or fence must restore it and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE VII

### Membership in Association.

Section 7.1 Membership. Every Owner of a Unit shall be a member of the Association. Membership may not be separated from ownership of a Unit.

## ARTICLE VIII

### Payments, Subordination, Assignment.

Section 8.1 Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal installments as set by the Executive Board. All payments in advance on the first day of the month set forth in the assessment including Special Allocations. Special assessments shall be due and payable in one or more payments, in advance, on the first day of a month or months, as determined by the Executive Board.

Section 8.2 Subordination of Certain Charges. To the extent not inconsistent with Section 4.2, any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act and which the Executive Board is hereby authorized to levy unless otherwise prohibited by the Declaration, shall be subordinate to the lien of a Mortgage on a Unit.

Section 8.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

## ARTICLE IX

### Enjoyment of Unit.

Section 9.1 Enjoyment of Unit by Owner. The Owner of a Unit shall have the exclusive right to the enjoyment of the Unit and all improvements thereon, notwithstanding that a portion of the Unit may contain Controlled Facilities and subject to any rights of others as set forth in the Declaration and the rights and obligations of the Association as set forth in the Declaration and the Act. No Owner shall in any way interfere with, obstruct or impede the use of any Access Driveway or lateral or other driveway into the dwelling of another Owner.

## ARTICLE X

### Utility Service Connections.

Section 10.1 Utility Service Connections. The rights and duties of the Owners of Units within the Planned Community with respect to utility service connections, including sanitary and storm sewer, water, electric, gas and telephone lines and related facilities, shall be governed by the following:

- (i) Wherever utility service connections, or any portion thereof, lie in or upon a Unit owned by another Unit Owner or upon the Common Facilities, the Owner of any Unit served by the connections shall have the right and license from time to time to enter upon the other Unit or the Common Facilities in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

- (ii) In the event of a dispute between Unit Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost hereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Executive Board which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

## ARTICLE XI

### Subdivision or Conversion of Units Owned by Declarant

Section 11.1 Development Units. The Declarant may not subdivide or convert Units owned by the Declarant pursuant to §5215 of the Act.

## ARTICLE XII

### Declarant Offices, Models and Signs.

#### Section 12.1

(a) Signs. Declarant or persons designated by Declarant may maintain signs in the Declarant's Units and on the Common Elements advertising Units in the Planned Community owned by the Declarant for sale or lease.

(b) Units. Declarant or persons designated by Declarant shall have the right to locate, relocate and maintain offices and models used in connection with management of or sale or rental of Units owned by the Declarant in the Planned Community on the Declarant's Unit or Units in the Planned Community notwithstanding the fact that the Declaration would otherwise preclude use of Units for such purpose.

## ARTICLE XIII

### Development Rights.

Section 13.1 Reservations. Declarant reserves the following rights and combination of rights:

(a) To create Units, Common Facilities, Limited Common Facilities, Controlled Facilities and Limited Controlled Facilities within the Planned Community including, but not limited to, all Additional Real Estate;

(b) To add the Additional Real Estate.

(c) To convert the Convertible Real Estate.

(d) To withdraw the Withdrawable Real Estate.

## ARTICLE XIV

### Special Declarant Rights.

Section 14.1 Reservation. Declarant reserves the following Special Declarant rights

to:

- (a) complete improvements indicated on plats and plans under Section 5210 of the Act.
- (b) maintain offices, signs and models under Section 5217 of the Act.
- (c) use temporary easements through the Common Elements for the purpose of making improvements within the Planned Community or within any Additional Real Estate under Section 5218 of the Act.
- (d) appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.
- (e) to add the Additional Real Estate.
- (f) to convert the Convertible Real Estate; and
- (g) to withdraw the Withdrawable Real Estate.

## ARTICLE XV

### Additional Real Estate/Convertible Real Estate.

Section 15.1 Reservations to Add Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to add may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added or converted, except as set forth in Section 5211 of the Act; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" hereto. There are no other limitations on this option to add the Additional Real Estate. If real estate containing Units is added to the Planned Community, membership in the Association will be increased by the number of Units added. The number of votes in the Association will be increased in accordance with the formula for determining Percentage Interests in Section 2.4 in the added real estate. Each Unit shall have a vote in the Association and each Unit shall have Common Expense Liability for General Common Expenses equal to the Percentage Interest for the Unit (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability shall be determined in accordance with Section 2.4. The maximum number of Units that may be created in the Additional Real Estate is 110.

Section 15.2 Reservations to Convert Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to



convert the Convertible Real Estate Units in the Planned Community from time to time in compliance with the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, except as set forth in the Act; provided, however, that the Convertible Real Estate shall not exceed the area shown as such on Exhibit "C" hereto. There are no other limitations on this option to convert the Convertible Real Estate. If real estate converted to Units in the Planned Community, membership in the Association will be increased by the number of Units added. The number of votes in the Association will be increased in accordance with the formula for determining Percentage Interests in Section 2.4 in the converted real estate. Each Unit shall have a vote in the Association and each Unit shall have Common Expense Liability for General Common Expenses equal to the Percentage Interest for the Unit (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability shall be determined in accordance with Section 2.4. The maximum number of Units that may be created in the Convertible Real Estate is 121.

## ARTICLE XVI

### Easements to Facilitate Completion and Expansion.

Section 16.1. Easement. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or completing development, and construction or sales or leasing of Units or exercising special Declarant rights. In addition, without affecting the rights, if any, of each Unit Owner with respect to the use and enjoyment of the Common Elements, subject to the provisions of the Declaration, each Unit Owner and its agents, contractors and invitees shall have a non-exclusive access easement through the Common Elements as may be reasonably necessary for the purpose of construction, repair and renovation of the Owner's Unit.

Section 16.2 Utility Easements. The Units and Common Elements shall be, and are hereby, 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 or the Additional Real Estate. The easements created in this Section shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drainage lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements and to dedicate same for permanent maintenance. Notwithstanding the foregoing provisions of this Section, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of any dwelling.

Section 16.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Dwelling for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, welfare and appearance. The easement created by this Section 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 property as closely to its original condition as practicable.

Section 16.4 Utility Connections. Developer shall have the right, as often as it deems necessary, to connect utility lines, pipes and cables, including, but not limited to, water, gas, sewer, electricity, telephone and cable television, from the other parts of the Planned Community or Additional Real Estate whether or not added or withdrawn in order to furnish utility services to such other parts.

ARTICLE XVII  
Easements and Licenses.

Section 17.1 Reservation. Declarant explicitly reserves and retains the right to subject any portion of the Planned Community to easements or licenses in favor of any Additional Real Estate in connection with development of such lands or in favor of persons not owners of Units or occupants of a Unit in the Planned Community. Any such easements or licenses shall not increase the expenses of the Association.

ARTICLE XVIII  
Easement for Encroachments.

Section 18.1 Units or Common Element Encroachments. To the extent not inconsistent with the Act, to the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit Owner of liability in case of the Unit Owner's willful misconduct nor relieve a Declarant or any contractor, subcontractor or materialman or any other person of liability for failure to adhere to the plats and plans.

## ARTICLE XIX

### Easement As To Encroachments of Dwelling.

#### Section 19.1 Dwellings.

(a) To the extent that any common or party wall between dwellings encroaches upon an adjoining Unit, the encroaching Unit shall have a valid perpetual easement, to the extent of such encroachment, which shall inure to the benefit of such encroaching Owner, his heirs and assigns.

(b) If it becomes necessary or desirable to repair or rebuild the whole or any portion of said common or party wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining Unit Owner and if re-erected shall be built on the same spot on the same line and be of the same size and the same or similar material and of like quality. However, if the party wall is damaged by the act or omission of one Owner, that Owner shall be solely responsible for the entire repair and cost thereof.

(c) An Owner who, by his negligent or willful acts cause a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(d) This Article shall be perpetual, be a covenant running with the land, no part of the fee of the soil upon which the wall or other encroachment stands or is located shall pass.

(e) This Article shall not diminish any rights of an encroaching party under the laws of the Commonwealth of Pennsylvania with regard to party walls.

## ARTICLE XX

### Declarant's Appointment of Executive Board Members.

#### Section 20.1 Control.

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

(b) Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, at least one member and not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) No later than 60 days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than one-third of the Executive Board shall be elected by Unit Owners other than Declarant.

(d) Not later than the earlier of (i) seven years after the date of conveyance of a Unit to a person other than Declarant, or (ii) 60 days after 94 Units have been conveyed to Unit Owners other than Declarant, (iii) two years after Declarant has ceased to offer Units for sale in the ordinary course of business; (iv) two years after any development right to add new Units was last exercised, all members of the Executive Board appointed by Declarant and its present officers shall resign and the Board shall be elected by the Unit owners.

(e) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive board before termination of that period. In that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

## ARTICLE XXI

### Amendment of Declaration

Section 21.1 (a) Amendment. The Declaration may be amended in accordance with the Act.

(b) Limitation of Action to Challenge Amendment. No action to challenge the validity of an amendment adopted by the Association under this Section may be brought more than one year after the amendment is recorded.

(c) Recording Amendment. Every amendment to the Declaration shall be recorded in Allegheny County. An amendment is effective only upon recording.

(d) When Unanimous Consent or Declarant Joinder Required. Except to the extent expressly permitted or required by other provisions of the Act, without unanimous consent of all Unit Owners affected, no amendment may create or increase special Declarant rights, alter the terms or provisions governing the completion or conveyance or lease of 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. In addition, no Declaration provisions pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.

(e) Officer Authorized to Execute Amendment. Amendments to the Declaration required by this subpart to be recorded by the Association shall be prepared, executed, recorded and certified by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

(f) Technical Corrections. Except as otherwise provided in the Declaration, if any amendment to the Declaration is necessary in the judgment of the Executive Board or Declarant to do any of the following:

(1) Cure an ambiguity;

(2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration or with this subpart; or

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation; the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection.

(g) Declarant is hereby also authorized to make the technical corrections set forth in (e) above and to execute and record such.

## ARTICLE XXII

### Termination of Planned Community.

Section 22.1 Requirements. Until December 31, 2012, the Planned Community may be terminated only by agreement of Unit Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of Declarant, so long as Declarant (or its designee pursuant to agreement with Declarant) has rights under Section 5211 of the Act.

## ARTICLE XXIII

### Rules and Regulations.

Section 23.1 Adoption; Fines. The Executive Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations under the Declaration and law. The Executive Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Unit Owners, their families, guests, invitees and agents, unless cancelled or modified by vote of at least 67% of the Association and the consent of the Declarant so long as he has rights to create additional Units. The Executive Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations.

## ARTICLE XXIV

### Limitation of Liability.

#### Section 24.1 Standard of Conduct.

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

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

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

Section 24.2 Good Faith Reliance. An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 24.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of

taxes pursuant to local, state, or federal law.

Section 24.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, and any officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board or officer, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

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

Section 24.5 Directors and Officers Liability Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

## ARTICLE XXV

### Violations.

Section 25.1 Enforcement. The Association, the Declarant or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association (including reasonable attorneys' fees) shall be chargeable to the Unit Owner violating such provision, and shall constitute a lien on the Unit. Before an individual Unit Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Executive Board and the Association given a reasonable opportunity to take appropriate action.

## ARTICLE XXVI

### Other Provisions.

#### Section 26.1 Insurance.

(a) Commencing not later than the time of the first conveyance of a Unit to be a person other than the Declarant, The Association shall maintain, to the extent reasonably available, all of the following:

(i) Property insurance on the Common Facilities and Controlled Facilities to the extent the Controlled Facilities can be insured separately from a Unit, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$3,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(b) The Unit Owner shall maintain the following Insurance on his or her Unit:

(i) Property insurance (including the Controlled facilities related to that Unit if they cannot be insured separately) insuring against all common risks of direct



physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.

(ii) Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit (and the Controlled Facilities to the extent the Controlled Facilities cannot be insured separately from the Unit).

(c) Any portion of the Community for which insurance is required to be maintained by the Association by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(i) The Community is terminated;

(ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(iii) 80% of the Unit Owners, including every owner of a Unit or assigned Limited Common Facility which will not be rebuilt, vote not to rebuild.

(d) Any portion of the Community for which insurance is required to be retained by the Unit Owner by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless:

(i) The Community is terminated;

(ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinances; or

(iii) 80% of the Unit Owners, including every owner of a Unit or assigned Limited Common Facility which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement of these portions of the Units or the assigned Limited Common facilities in excess of insurance proceeds is the Unit Owner's expense. The Unit Owner's insurance shall list the Association as an additional insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been sent to the Association. If the Unit Owner does not promptly repair or replace the Unit or assigned Limited Common Facilities, the Association may demand that all of the proceeds of the insurance be paid to the association.

Section 26.2 Severability. Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect. In the event the Act creating planned communities is declared invalid, a common law community services association shall exist.

Section 26.3 Waiver of Use. No member may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges hereof, by abandonment of his Unit or by any conveyance or covenant severing the rights and benefits from the Unit. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Owner at the time of the assessment levy not subject to set-off or counterclaim.

Section 26.4 Person and Gender. As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

Section 26.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 26.6 Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Executive Board, which determination shall be binding except that this Section shall not apply to Declarant.

Section 26.7 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents on this 8<sup>th</sup> day of September, 2005.

ATTEST:

  
\_\_\_\_\_

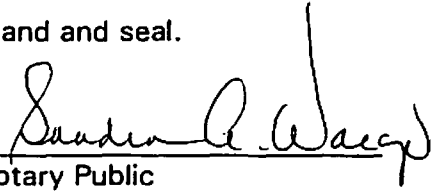
DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

By:   
\_\_\_\_\_ President  
Title

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF BUTLER :

On this 8<sup>TH</sup> day of September, 2005, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. Sosso, who being duly sworn according to law deposes and says that he is the President of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

NOTARIAL SEAL  
SANDRA A. WARGO, NOTARY PUBLIC  
CRANBERRY TWP., COUNTY OF BUTLER  
MY COMMISSION EXPIRES JUNE 17, 2006

**LIST OF EXHIBITS**

**EXHIBIT A**

**SUBMITTED REAL ESTATE**

---

**EXHIBIT B**

**LIENS AND ENCUMBRANCES**

---

**EXHIBIT C**

**ADDITIONAL REAL ESTATE  
WITHDRAWABLE REAL ESTATE  
CONVERTIBLE REAL ESTATE**

---

**EXHIBIT D**

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY  
OF EXISTING UNITS**

---

**EXHIBIT E**

**PLATS AND PLANS**

---

DECLARATION

EXHIBIT A

**SUBMITTED REAL ESTATE**

**ALL THAT CERTAIN** lot or tract of land situate in Franklin Park Borough, Allegheny County, Pennsylvania, more particularly bounded and described as follows, to-wit:

**BEGINNING** at a point on the southerly line of lands now or formerly of Ora McKinney, which point is in Pennsylvania State Highway Route No. 856, Nicholson Road; thence from said point of beginning N 88° 41' 41" E along the southerly line of lands now or formerly of Ora McKinney and lands of Signature Homes, 1218.57 feet, to a point on the westerly right-of-way of Interstate 79; thence along the westerly right-of-way of Interstate 79, S 04° 59' 04" E 102.79 feet to a point; thence continuing along said line by the arc of a circle curving to the right having a radius of 3639.71 feet for an arc distance of 589.72 feet to the line dividing Lot 1 and Lot 2 in the Kaelin Signature Subdivision; thence along said dividing line S 88° 47' 41" W 1330.03 feet, to a point on the easterly side of Pennsylvania State Highway No. 856, Nicholson Road; thence along said side of Nicholson Road, N 16° 53' 52" E a distance of 90.84 feet to a point; thence continuing along said side of Nicholson Road by the arc of a circle curving to the left by a radius of 1462.69 feet for an arc distance of 403.09 feet to the said point of beginning.

DECLARATION

EXHIBIT "B"

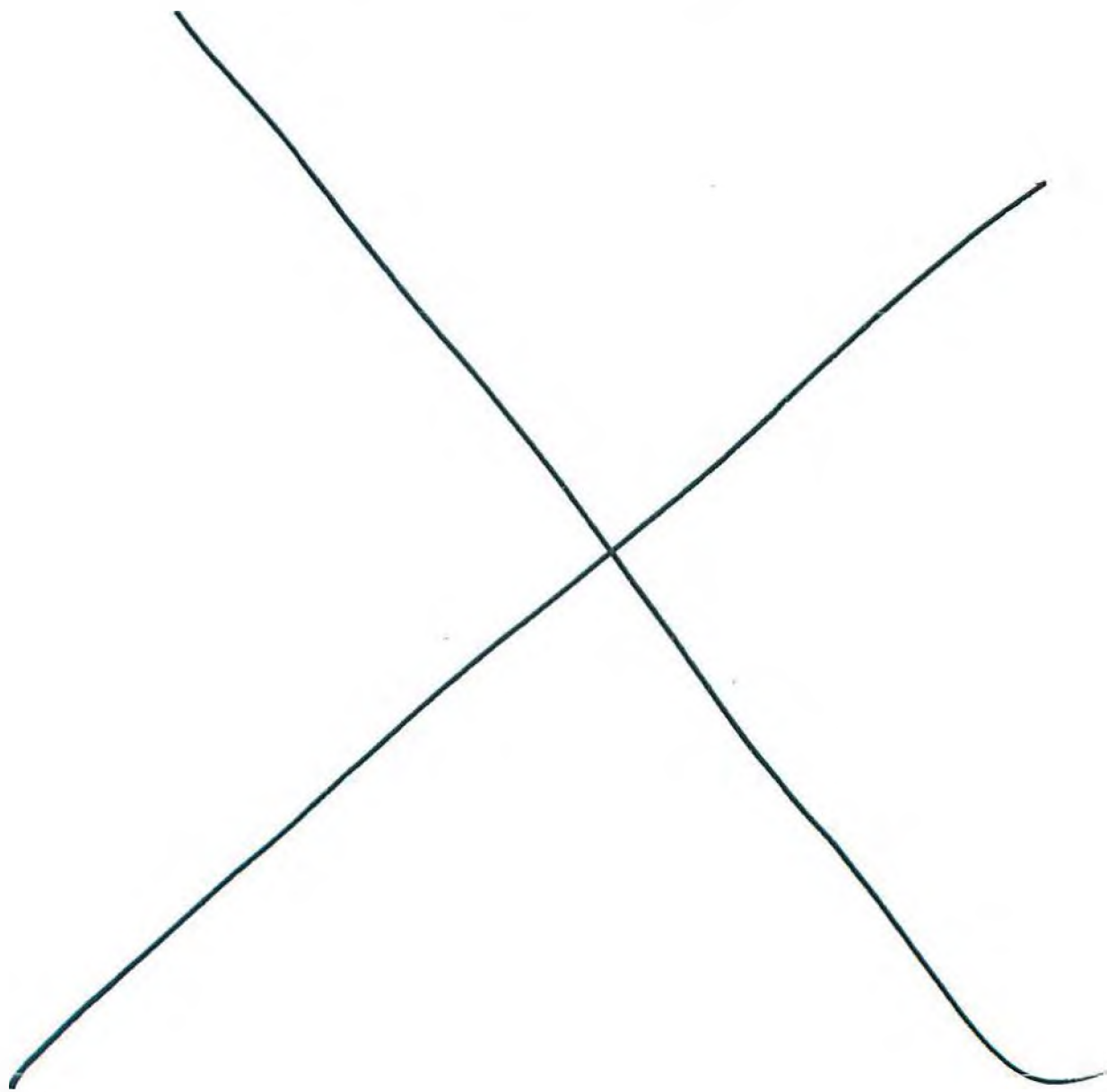
LIENS AND ENCUMBRANCES

1. Subject to the following oil and gas leases:
  - a. John H. Hague, et ux. to South Penn Oil Co. recorded October 6, 1902 in Oil and Gas Book 18, page 300.
  - b. Same to Frank McCann recorded November 6, 1905 in Oil and Gas Book 19, page 471.
  - c. Same to A.A. Cameron recorded June 15, 1909 in Oil and Gas Book 20, page 353.
2. Subject to all roads, public or private, in any way affecting the premises, particularly:
  - a. State Route 856 (Nicholson Road) the original tract calls to points therein.
  - b. Notice of Condemnation by Commonwealth of Pennsylvania, Department of Highways for L.R. 1016 and L.R. 1021, as evidenced by proceedings at No. 897 July Term 1969, Notice of which is recorded in DBV 4724, page 83.
  - c. Interstate 79.
3. Easement from D. Curtis Kaelin to the North Pittsburgh Telephone Company, recorded September 8, 1997 in DBV 10029, page 291.
4. Designation of Clean and Green, Block 1068-A, Lot No. 298, recorded July 24, 2002 in Clean and Green Book 1, page 411.
5. Conditions, etc. contained in the instrument by which title vest in insured.

DECLARATION

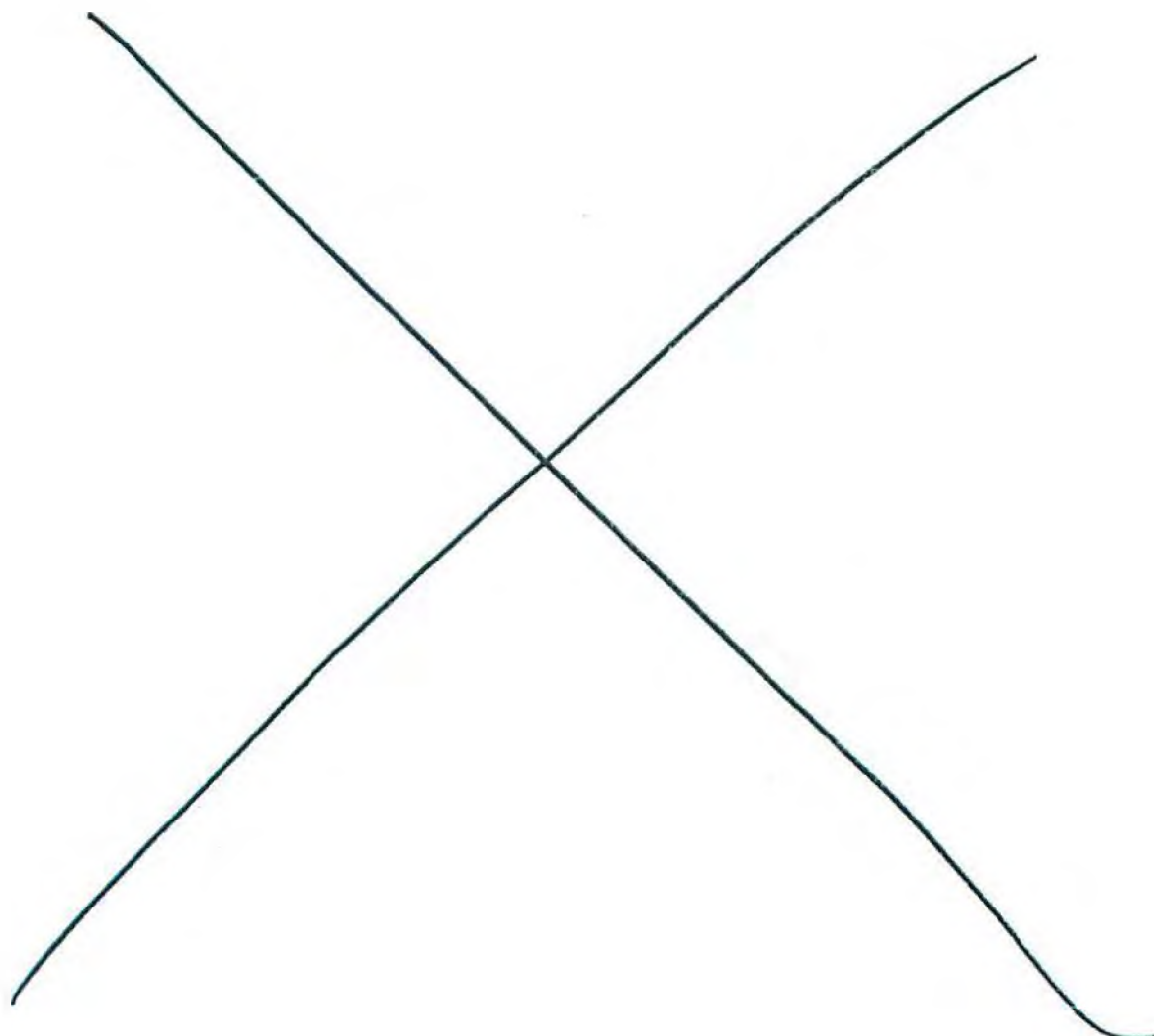
EXHIBIT C

ADDITIONAL REAL ESTATE  
WITHDRAWABLE REAL ESTATE  
CONVERTIBLE REAL ESTATE



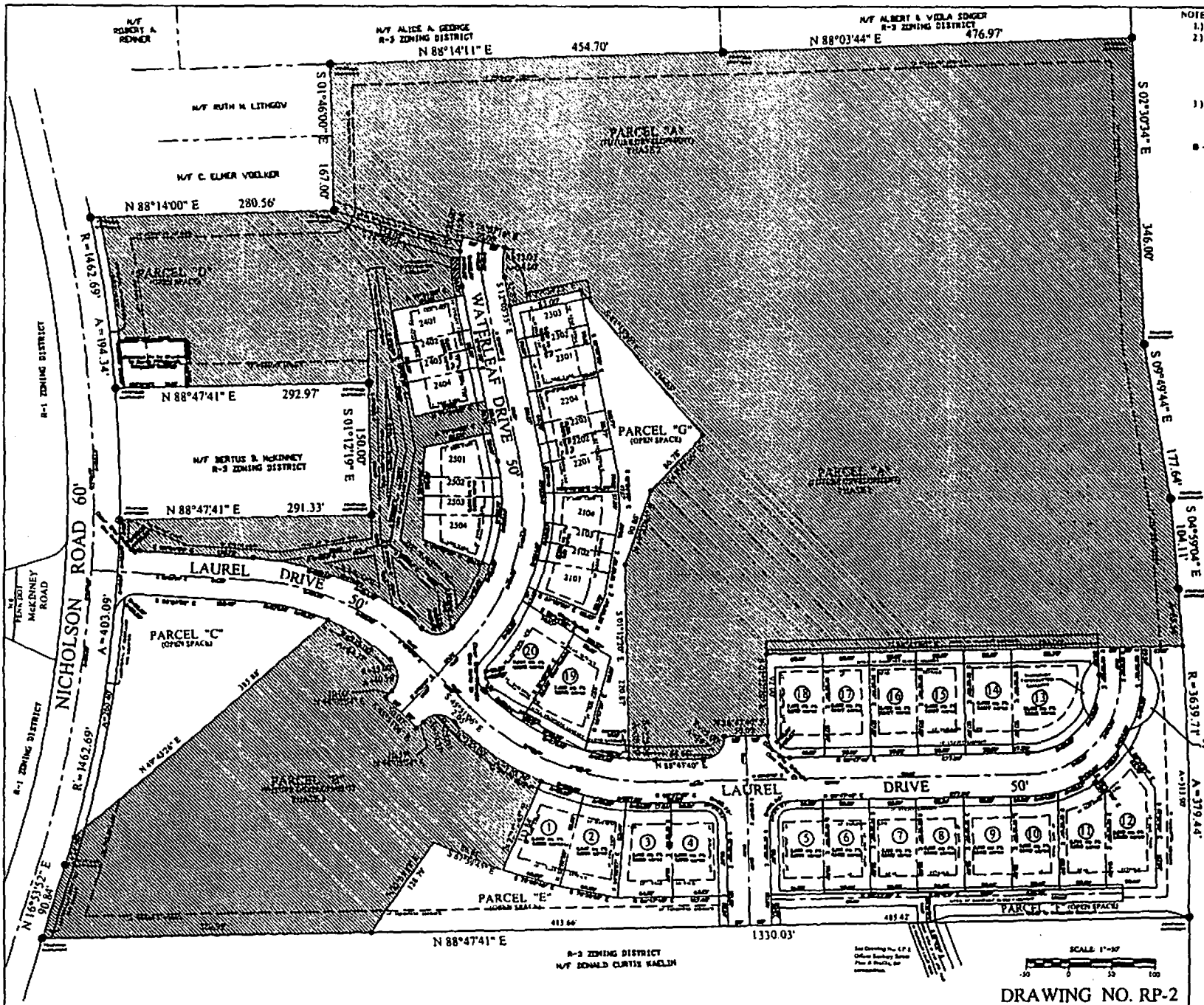
**EXHIBIT 'C'**  
**ADDITIONAL REAL ESTATE**

ALL that certain lot situate in the Borough of Franklin Park, County of Allegheny, Commonwealth of Pennsylvania being Lot No. 1 in the Kaelin Signature Plan of Subdivision recorded in the Office of Recorder of Deeds for Allegheny County, Pennsylvania in Plan Book Volume 245, Page 98.





**EXHIBIT C**  
**CONVERTIBLE/WITHDRAWABLE REAL ESTATE**



- NOTES:**
- 1) ALL EXISTING STRUCTURES ON PROPERTY TO BE RAZED
  - 2) NO OBSTRUCTIONS OVER 2.3 FEET IN HEIGHT SHALL BE PERMITTED IN "CLEAR SIGHT TRIANGLE", WHICH IS THE AREA CREATED WITHIN THE LINES CONNECTING ALL POINTS LOCATED A DISTANCE OF 75 FEET MEASURED ALONG CENTERLINE FROM THE CENTERLINE INTERSECTION OF 2 ROADS.
  - 3) ALL DRAINAGE EASEMENTS TO BE DEDICATED TO FRANKLIN PARK BOROUGH FOR MAINTAINANCE OF PROPOSED FACILITIES.
- INDICATES PROPOSED CONCRETE SURVEY MONUMENTS

▨ CONVERTIBLE / WITHDRAWABLE REAL ESTATE

**THE FIELDS of NICHOLSON**  
**PLANNED COMMUNITY**  
 SITUATE IN  
 FRANKLIN PARK BORO., ALLEGHENY COUNTY  
 MADE FOR  
**DAN & MICHAEL, INC.**  
 d/b/a SIGNATURE HOMES  
 SCALE: 1" = 50'      DATE: AUGUST, 2003  
**E. A. THANER & ASSOCIATE**  
 130 BROWN ROAD WEXFORD, PA. 15090

**DRAWING NO. RP-2**

DECLARATION

EXHIBIT "D"

SCHEDULE OF UNIT IDENTIFYING NUMBERS, AND PERCENTAGE OF COMMON  
EXPENSE LIABILITY OF EXISTING UNITS

Identifying Number	Unit Type	Percentage Interest **
2101	Deluxe Town Home	8.334
2102	Executive Town Home	7.576
2103	Executive Town Home	7.576
2104	Deluxe Town Home	8.334
2501	Deluxe Town Home	8.334
2502	Executive Town Home	7.576
2503	Executive Town Home	7.576
2504	Deluxe Town Home	8.334
1	Deluxe Carriage Home	9.091
2	Deluxe Carriage Home	9.091
19	Deluxe Carriage Home	9.091
20	Deluxe Carriage Home	9.091
		100.00%

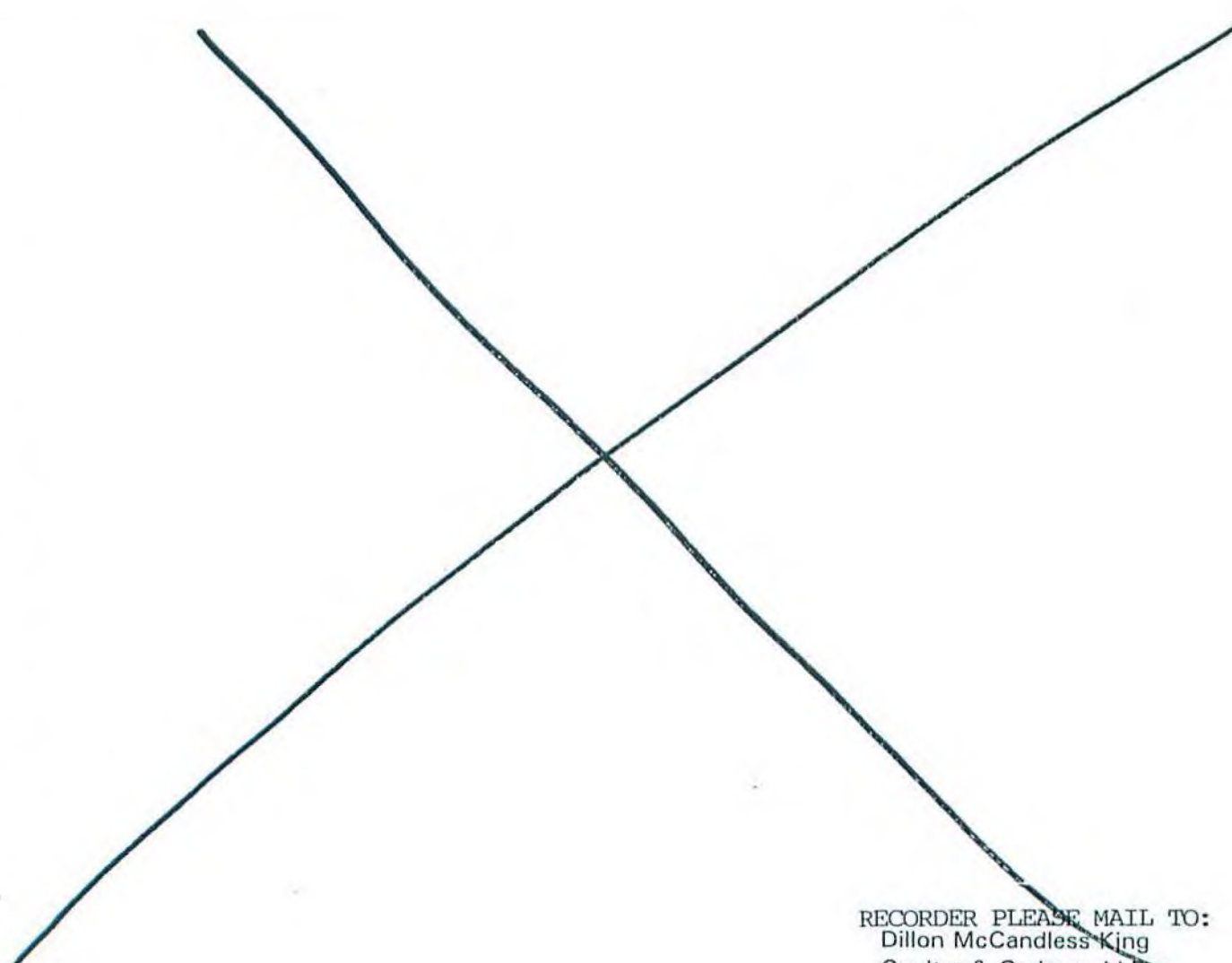
\*\* The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.

DECLARATION

EXHIBIT E

PLATS AND PLANS

Shown on Plat recorded at Plan Book volume 250, Page 189.



RECORDER PLEASE MAIL TO:  
Dillon McCandless King  
Coulter & Graham, LLP  
501 Smith Drive, Ste. 3  
Cranberry Township, PA 16066

Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219



6D 2005 00034512

Instrument Number: 2005-34512

Recorded On: October 07, 2005 As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 5

Comment: FIRST AMENDED DECLARATION

**\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Deed Agreement	45.00
Pages > 4	0
Names > 4	0
<b>Total:</b>	<b>45.00</b>

*I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA*

**\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2005-34512  
Receipt Number: 545000  
Recorded Date/Time: October 07, 2005 02:06P  
Book-Vol/Pg: BK-DE VL-12619 PG-360  
User / Station: E McGuire - Cash Station 22

SIGNATURE HOMES  
3700 SOUTH WATER ST 150  
PITTSBURGH PA 15203



Valerie McDonald-Roberts Recorder of Deeds

## FIRST AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 7<sup>th</sup> day of October, 2005 pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration"); and

**WHEREAS**, Declarant has not transferred ownership of any Units and therefore can modify the Declaration; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this First Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. Section 2.1 (a) of the Declaration is replaced in its entirety with the following:

Section 2.1 Types or Classes of Units.

- (a) There shall be six types or classes of Units in the Community:

- (1) Catalina Town Home - a single-family dwelling with one or two party walls with the front of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling of twenty feet (20') or less.

- (2) Standard Town Home - a single-family dwelling with one or two party walls with the front of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling greater than twenty feet (20') but not more than twenty- four feet (24').

- (3) Executive Town Home- a single-family dwelling with one or two party walls with the front of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling greater than twenty-four feet (24') but not more than twenty- seven feet (27').

- (4) Deluxe Town Home- a single-family dwelling with one or two party walls with the front of all attached dwellings of which the structure is composed facing

in the same direction and generally known as a town home with a width at the front of the dwelling of greater than twenty-seven feet (27').

(5) Executive Carriage Home – a single family dwelling with one party wall with the front entrance of the two attached dwellings of which the structure is connected facing in the same direction with a width at the front of the dwelling of less than forty-four feet (44').

(6) Deluxe Carriage Home– a single family dwelling with one party wall with the front entrance of the two attached dwellings of which the structure is connected facing in the same direction with a width at the front of the dwelling of forty-four feet (44') or greater.

2. Section 2.4 of the Declaration is replaced in its entirety with the following:

Section 2.4 Percentage Interests/Voting Rights. Attached as Exhibit "D" hereto is a list of all Units by their identifying numbers. Each Unit shall have the Percentage Interest, determined by their type of Unit. A Catalina Town Home shall have a factor of .8, a Standard Town Home shall have a factor of .9, an Executive Town Home shall have a factor of 1.0, a Deluxe Town Home and Executive Carriage Home shall have a factor of 1.1 and a Deluxe Carriage Home shall have a factor of 1.2. To determine Percentage Interests as the development proceeds, the following formula shall be used:

$$100 \div [(\# \text{ of Catalina Town Homes} \times .8) + (\# \text{ of Standard Town Homes} \times .9) + (\# \text{ of Executive Town Homes}) + (\# \text{ of Deluxe Town Homes} \times 1.1) + (\# \text{ of Executive Carriage Homes} \times 1.1) + (\# \text{ of Deluxe Carriage Homes} \times 1.2)] = \text{Percentage Interest of Executive Town Home.}$$

Percentage Interest of Catalina Town Home  $\times .8$  = Percentage Interest of Catalina Town Home.

Percentage Interest of Executive Town Home  $\times .9$  = Percentage Interest of Standard Town Home.

Percentage Interest of Executive Town Home  $\times 1.2$  = Percentage Interest of Deluxe Carriage Home.

Percentage Interest of Executive Town Home  $\times 1.1$  = Percentage Interest of Executive Carriage Home.

Percentage Interest of Executive Town Home  $\times 1.1$  = Percentage Interest of Deluxe Town Home

As Units are created through addition or conversion, the Percentage Interests will be adjusted based upon the above formula.

The percentage interest will change upon the addition of Units contained in Additional Real Estate, but only at the time that an occupancy permit is obtained for the additional units. The Percentage Interest shall determine the share of the Common Expenses for which each Unit is liable and the voting rights of that Unit.

3. The following additional provisions are added to Section 2.5 (a):

(22) The Unit Owners for any Town Home shall be required to install white or off-white window coverings for all windows that face any street. The Association may provide the specifications and clarifications for this.


(23) The Declarant has selected the mail boxes, lighting fixtures and house numbers that are used on the exterior of all Units.

(24) Unit Owners have the right to install an invisible fence or similar device to control pets. Prior to installation, the Unit Owner shall deliver to the Declarant a plot plan showing the location of the invisible fence. The fence must be located in the rear of the building and can not extend more than twenty feet (20') from the rear of the building and can not extend beyond the side wall of the building. The Unit Owner shall be responsible for the restoration of any Controlled Facilities that are damaged during installation.

(25) Unit Owners shall not feed birds or other animals in any of the Common Facilities.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

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

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES



Title *Secy*

COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

COUNTY OF BUTLER *ALLEGHENY*

*1 October*

On this *1*<sup>TH</sup> day of *October*, 2005, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared David Steinbach, who being duly sworn according to law deposes and says that he is the Secretary of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal.

Cathleen P. Boyle  
Notary Public  
My Commission Expires:

Notarial Seal  
Cathleen P. Boyle, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 1, 2006  
Member, Pennsylvania Association Of Notaries

Signature Homes  
3700 South State St. 150  
Pgh, Pa 15203



Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219



60 2005 00043740

Instrument Number: 2005-43740

Recorded On: December 27, 2005 As-Deed Agreement

Parties: SIGNATURE HOMES

To FIELDS NICHOLSON PLANNED COMMUNITY

# of Pages: 5

Comment: SECOND AMENDED DECLARATIO

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Deed Agreement	45.00
Pages > 4	0
Names > 4	0
Total:	45.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2005-43740  
Receipt Number: 591961  
Recorded Date/Time: December 27, 2005 02:46P  
Book-Vol/Pg: BK-DE VL-12703 PG-206  
User / Station: E McGuire - Cash Station 22

SIGNATURE HOMES  
3700 SOUTH WATER ST 150  
PITTSBURGH PA 15203



Valerie McDonald-Roberts Recorder of Deeds

**SECOND AMENDED DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 20<sup>th</sup> day of December, 2005 pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

WHEREAS, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") and as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; and

WHEREAS, Declarant has not transferred ownership of any Units and therefore can modify the Declaration; and

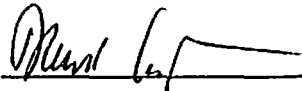
WHEREAS, Declarant wishes to make the following changes to the Declaration.

NOW, THEREFORE, Declarant hereby files this Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. Exhibit "A" identifying the Submitted Real Estate is hereby replaced with the Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

  
\_\_\_\_\_

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

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

Name: DANIEL R. SOSSO  
\_\_\_\_\_

Title: President  
\_\_\_\_\_

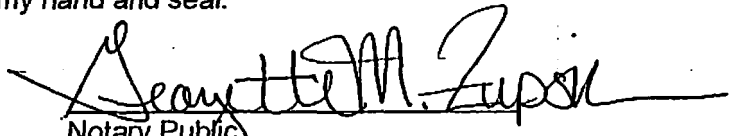
COMMONWEALTH OF PENNSYLVANIA

:  
:  
: SS.  
:

COUNTY OF ALLEGHENY

On this 20<sup>th</sup> day of December, 2005, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. Sosso, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal.

  
Notary Public  
My Commission Expires:

Mail to:

Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Georgette M. Zupsic, Notary Public  
Pine Twp., Allegheny County  
My Commission Expires July 30, 2009  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"**

All those certain lots or parcels of land shown in the Fields of Nicholson-Revised Plan recorded at Plan Book Volume 250, page 189 consisting of all lots and all parcels in said plan comprising 26.2235 acres.



Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219

Instrument Number: 2007-4142

Recorded On: February 12, 2007 As-Deed Agreement

Parties: FIELDS NICHOLSON PLANNED COMMUNITY

To SIGNATURE HOMES

# of Pages: 5

Comment: 3RD AMENDED DECL

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Deed Agreement		45.00
Pages > 4	0	
Names > 4	0	
<b>Total:</b>		<b>45.00</b>

Valerie McDonald Roberts, Manager		BLOCK AND LOT NUMBER
Date: 1 / 1 - Int. By:		<b>SEE NOTE</b>
2.14.2008	VC	

amended declaration of  
planned community

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2007-4142  
 Receipt Number: 853291  
 Recorded Date/Time: February 12, 2007 09:08:25A  
 Book-Vol/Pg: BK-DE VL-13143 PG-223  
 User / Station: T Smith - Cash Super 11

SIGNATURE HOMES  
 3700 SOUTH WATER ST 150  
 PITTSBURGH PA 15203



Valerie McDonald-Roberts Recorder of Deeds

### THIRD AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 6<sup>th</sup> day of February, 2007, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12802, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12819, page 360, and as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; and

**WHEREAS**, certain ambiguities have arisen concerning provisions contained in the original Declaration which the Declarant wishes to clarify; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. Section 1.3.2.g is deleted in its entirety and replaced with the following:

g. "Controlled Facilities" means all real estate within the Community, which are parts of a Unit, which are not Common Facilities, but are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. Controlled Facilities in the Community include: The exterior facades, roof deck and shingles (but not roof structure), walkways, flues and vents above roof lines, gutters and downspouts on a Unit, the outside doors and windows of a Unit and stoops;

2. Section 2.4 is clarified by correcting the calculation of the percentage of the Catalina Town Home to read:

"Percentage interest of an Executive Town Home x .8 = Percentage Interest of Catalina Town Home.

3. Section 6.1 of the Declaration is deleted in its entirety and replaced with the following:

Section 6.1 Special Allocation. The costs for the duties performed in connection with Controlled Facilities by the Association, as set forth in Article III and elsewhere in the Declaration shall be assessed as Common Expenses against the Units as special allocations in accordance with the Percentage Interest on each Unit.

4. The Declarant exercises its rights to convert the convertible real estate to units surrounding the following carriage homes: Lots 5, 6, 9, 10, 11, 12, 13, 14, 17, 18, 217, and 218.

5. The Declarant exercises the right to convert the convertible real estate to units surrounding the following townhouse units: 2401, 2402, 2403, 2601, 2602, 2701, 2702, and 2703.

6. The units converted in Paragraphs 3 and 4 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.

7. All other terms and conditions contained in the original declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

  
\_\_\_\_\_

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES



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

Name: DANIEL L. SOSSU

Title: President

**EXHIBIT "A"**

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Deluxe Town Home	3.022
2102	Executive Town Home	2.747
2103	Executive Town Home	2.747
2104	Deluxe Town Home	3.022
2401	Deluxe Town Home	3.022
2402	Deluxe Town Home	3.022
2403	Deluxe Town Home	3.022
2501	Deluxe Town Home	3.022
2502	Executive Town Home	2.747
2503	Executive Town Home	2.747
2504	Deluxe Town Home	3.022
2601	Executive Carriage Home	3.022
2602	Executive Carriage Home	3.022
2701	Deluxe Town Home	3.022
2702	Deluxe Town Home	3.022
2703	Deluxe Town Home	3.022
1	Deluxe Carriage Home	3.296
2	Deluxe Carriage Home	3.296
5	Deluxe Carriage Home	3.296
6	Deluxe Carriage Home	3.296
9	Deluxe Carriage Home	3.296
10	Deluxe Carriage Home	3.296
11	Deluxe Carriage Home	3.296
12	Deluxe Carriage Home	3.296
13	Deluxe Carriage Home	3.296
14	Deluxe Carriage Home	3.296
17	Deluxe Carriage Home	3.296
18	Deluxe Carriage Home	3.296
19	Deluxe Carriage Home	3.296
20	Deluxe Carriage Home	3.296
217	Deluxe Carriage Home	3.296
218	Deluxe Carriage Home	3.296

**\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.**



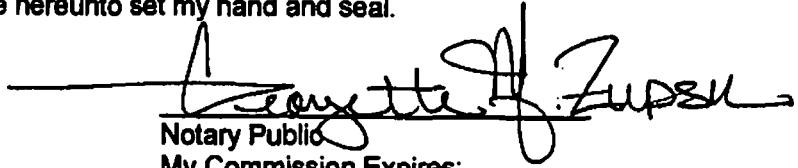
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

:  
: SS.  
:

On this 6<sup>th</sup> day of February, 2007, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. SASSO, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public  
My Commission Expires:

Mail to:

Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Georgette M. Zupsic, Notary Public  
Pine Twp., Allegheny County  
My Commission Expires July 30, 2009  
Member, Pennsylvania Association of Notaries



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

Instrument Number: 2008-4473

Recorded On: February 19, 2008 As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 5

Comment: FOURTH AMEND DECL

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

Deed Agreement	45.00
Pages > 4	0
Names > 4	0
Total:	45.00

Valerie McDonald Roberts, Manager		-	BLOCK AND LOT NUMBER
Date: / /	-	Int. By:	AMEND DECLARATION
2.27.2008		VS	

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Document Number: 2008-4473  
 Receipt Number: 1080051  
 Recorded Date/Time: February 19, 2008 10:01:00A  
 Book-Vol/Pg: BK-DE VL-13523 PG-575  
 User / Station: J Clark - Cash Super 07

Record and Return To:

SIGNATURE HOMES  
 3700 SOUTH WATER ST 150  
 PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive

## FOURTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 5<sup>th</sup> day of February, 2008, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360, and as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; and as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and

**WHEREAS**, pursuant to Article XV of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. The Declarant exercises its rights to convert the Convertible Real Estate to Units surrounding the following Deluxe Carriage Homes: Lots 7, 8, 213, 214, 215, and 216.

2. The Declarant exercises the right to convert the Convertible Real Estate to Units surrounding the following Executive Carriage Homes: 3801, 3802, 2801, 2802, 3701 and 3702.

3. The units converted in Paragraphs 3 and 4 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.


4. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

  
\_\_\_\_\_

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

Name: Daniel R. Sosso

Title: President

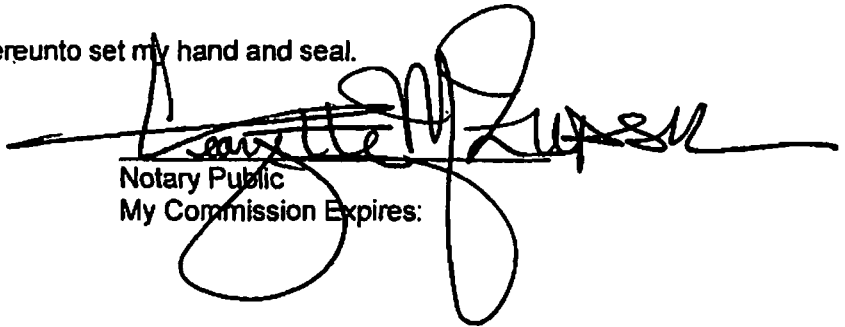
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

COUNTY OF ALLEGHENY

On this 5<sup>th</sup> day of FEBRUARY, 2008, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared DANIEL R. SOSSO, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Mail to:

Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Georgette M. Zupic, Notary Public  
Pine Twp., Allegheny County  
My Commission Expires July 30, 2009  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"****SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Deluxe Town Home	2.191
2102	Executive Town Home	1.992
2103	Executive Town Home	1.992
2104	Deluxe Town Home	2.191
2401	Deluxe Town Home	2.191
2402	Deluxe Town Home	2.191
2403	Deluxe Town Home	2.191
2501	Deluxe Town Home	2.191
2502	Executive Town Home	1.992
2503	Executive Town Home	1.992
2504	Deluxe Town Home	2.191
2601	Executive Carriage Home	2.191
2602	Executive Carriage Home	2.191
2801	Executive Carriage Home	2.191
2802	Executive Carriage Home	2.191
3701	Executive Carriage Home	2.191
3702	Executive Carriage Home	2.191
3801	Executive Carriage Home	2.191
3802	Executive Carriage Home	2.191
2701	Deluxe Town Home	2.191
2702	Deluxe Town Home	2.191
2703	Deluxe Town Home	2.191
1	Deluxe Carriage Home	2.390
2	Deluxe Carriage Home	2.390
5	Deluxe Carriage Home	2.390
6	Deluxe Carriage Home	2.390
7	Deluxe Carriage Home	2.390
8	Deluxe Carriage Home	2.390
9	Deluxe Carriage Home	2.390
10	Deluxe Carriage Home	2.390
11	Deluxe Carriage Home	2.390
12	Deluxe Carriage Home	2.390
13	Deluxe Carriage Home	2.390
14	Deluxe Carriage Home	2.390
17	Deluxe Carriage Home	2.390
18	Deluxe Carriage Home	2.390
19	Deluxe Carriage Home	2.390

20	Deluxe Carriage Home	2.390
213	Deluxe Carriage Home	2.390
214	Deluxe Carriage Home	2.390
215	Deluxe Carriage Home	2.390
216	Deluxe Carriage Home	2.390
217	Deluxe Carriage Home	2.390
218	Deluxe Carriage Home	2.390

**\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.**



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

Instrument Number: 2009-14915

Recorded On: June 24, 2009

As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 5

Comment: FIFTH AMEND DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	65.00
Pages > 4	0
Names > 4	0
Total:	65.00

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER

	DECLARATION
Date: 6-25-2009 Int. By: VZ	

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2009-14915  
 Receipt Number: 1372618  
 Recorded Date/Time: June 24, 2009 02:32:08P  
 Book-Vol/Pg: BK-DE VL-13963 PG-331  
 User / Station: K Hills - Cash Station 22

SIGNATURE HOMES  
 3700 SOUTH WATER ST 150  
 PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Dan Onorato, Chief Executive

**FIFTH AMENDED DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 17<sup>th</sup> day of June, 2009, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and

**WHEREAS**, pursuant to Article XV of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. The Declarant exercises the right to convert the convertible real estate to units surrounding the following Executive Carriage Home Units 2901 and 2902.
2. The units converted in Paragraphs 1 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.
3. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.



IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

By: 

Name: Daniel R. Sosso

Title: President

COMMONWEALTH OF PENNSYLVANIA

:

: SS.

COUNTY OF ALLEGHENY

:

On this 17<sup>th</sup> day of June, 2009, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. Sosso, who being duly sworn according to law deposes and says that he is the President of Dan & Michael, Inc., d/b/a **Signature Homes**, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public

My Commission Expires:

Mail to:

Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Georgette M. Zupic, Notary Public

Pine Twp., Allegheny County

My Commission Expires July 30, 2009

Member, Pennsylvania Association of Notaries

## EXHIBIT "A"

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Deluxe Town Home	2.098
2102	Executive Town Home	1.908
2103	Executive Town Home	1.908
2104	Deluxe Town Home	2.098
2401	Deluxe Town Home	2.098
2402	Deluxe Town Home	2.098
2403	Deluxe Town Home	2.098
2501	Deluxe Town Home	2.098
2502	Executive Town Home	1.908
2503	Executive Town Home	1.908
2504	Deluxe Town Home	2.098
2601	Executive Carriage Home	2.098
2602	Executive Carriage Home	2.098
2701	Deluxe Town Home	2.098
2702	Deluxe Town Home	2.098
2703	Deluxe Town Home	2.098
2801	Executive Carriage Home	2.098
2802	Executive Carriage Home	2.098
2901	Executive Carriage Home	2.098
2902	Executive Carriage Home	2.098
3701	Executive Carriage Home	2.098
3702	Executive Carriage Home	2.098
3801	Executive Carriage Home	2.098
3802	Executive Carriage Home	2.098
1	Deluxe Carriage Home	2.289
2	Deluxe Carriage Home	2.289
5	Deluxe Carriage Home	2.289
6	Deluxe Carriage Home	2.289
7	Deluxe Carriage Home	2.289
8	Deluxe Carriage Home	2.289
9	Deluxe Carriage Home	2.289
10	Deluxe Carriage Home	2.289
11	Deluxe Carriage Home	2.289
12	Deluxe Carriage Home	2.289

13	Deluxe Carriage Home	2.289
14	Deluxe Carriage Home	2.289
17	Deluxe Carriage Home	2.289
18	Deluxe Carriage Home	2.289
19	Deluxe Carriage Home	2.289
20	Deluxe Carriage Home	2.289
213	Deluxe Carriage Home	2.289
214	Deluxe Carriage Home	2.289
215	Deluxe Carriage Home	2.289
216	Deluxe Carriage Home	2.289
217	Deluxe Carriage Home	2.289
218	Deluxe Carriage Home	2.289

**\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.**



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

Instrument Number: 2010-6173

BK-DE VL-14205 PG-356

Recorded On: March 19, 2010

As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 5

Comment: 6TH AMEND TO DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement		78.50
Pages > 4	0	
Names > 4	0	
Total:		78.50

MAR 24 2010

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2010-6173  
Receipt Number: 1539252  
Recorded Date/Time: March 19, 2010 08:53:12A  
Book-Vol/Pg: BK-DE VL-14205 PG-356  
User / Station: A Matthews - Cash Super 04

SIGNATURE HOMES  
3700 S WATER ST STE 150  
PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive

## **SIXTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 10<sup>th</sup> day of MARCH, 2010, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and

**WHEREAS**, pursuant to Article XV of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. The Declarant exercises the right to convert the convertible real estate to units surrounding the following Deluxe Carriage Home Units 205 and 206 and Executive Carriage Home Units 3601 and 3602.

2. The units converted in Paragraphs 1 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.

3. Section 4.4 of the Declaration is deleted in its entirety and replaced with the following:

Section 4.4 Initial Capital Contribution. The conveyance of a Unit to an Owner by the Declaration shall be subject to a capital contribution of \$400.00 per unit at the Closing on the initial sale of a Unit.

4. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

By: [Signature]

Name: DANIEL R. SOSSO

Title: President

COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

COUNTY OF BUTLER

On this 10<sup>th</sup> day of March, 2010, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared DANIEL R SOSSO, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a **Signature Homes**, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

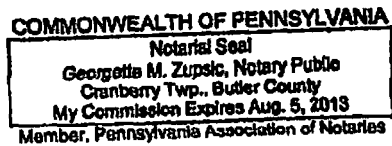
[Signature]

Notary Public

My Commission Expires:

Mail to:

Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203



## EXHIBIT "A"

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Deluxe Town Home	1.929
2102	Executive Town Home	1.754
2103	Executive Town Home	1.754
2104	Deluxe Town Home	1.929
2401	Deluxe Town Home	1.929
2402	Deluxe Town Home	1.929
2403	Deluxe Town Home	1.929
2501	Deluxe Town Home	1.929
2502	Executive Town Home	1.754
2503	Executive Town Home	1.754
2504	Deluxe Town Home	1.929
2601	Executive Carriage Home	1.929
2602	Executive Carriage Home	1.929
2701	Deluxe Town Home	1.929
2702	Deluxe Town Home	1.929
2703	Deluxe Town Home	1.929
2801	Executive Carriage Home	1.929
2802	Executive Carriage Home	1.929
2901	Executive Carriage Home	1.929
2902	Executive Carriage Home	1.929
3601	Executive Carriage Home	1.929
3602	Executive Carriage Home	1.929
3701	Executive Carriage Home	1.929
3702	Executive Carriage Home	1.929
3801	Executive Carriage Home	1.929
3802	Executive Carriage Home	1.929
1	Deluxe Carriage Home	2.105
2	Deluxe Carriage Home	2.105
5	Deluxe Carriage Home	2.105
6	Deluxe Carriage Home	2.105
7	Deluxe Carriage Home	2.105
8	Deluxe Carriage Home	2.105
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10	Deluxe Carriage Home	2.105
11	Deluxe Carriage Home	2.105
12	Deluxe Carriage Home	2.105
13	Deluxe Carriage Home	2.105
14	Deluxe Carriage Home	2.105
17	Deluxe Carriage Home	2.105
18	Deluxe Carriage Home	2.105
19	Deluxe Carriage Home	2.105
20	Deluxe Carriage Home	2.105
205	Deluxe Carriage Home	2.105
206	Deluxe Carriage Home	2.105
213	Deluxe Carriage Home	2.105
214	Deluxe Carriage Home	2.105
215	Deluxe Carriage Home	2.105
216	Deluxe Carriage Home	2.105
217	Deluxe Carriage Home	2.105
218	Deluxe Carriage Home	2.105

**\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.**





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

Instrument Number: 2011-1809

BK-DE VL-14487 PG-103

Recorded On: January 21, 2011

As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 5

Comment: SEVENH AMND DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement . 78.50  
Pages > 4 0  
Names > 4 0  
Total: 78.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified By-> J F
ON 01-19-2011 AT 09:00a
CONDO DECLARATION
JAN 20 2011

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2011-1809  
Receipt Number: 1753691  
Recorded Date/Time: January 21, 2011 03:10:32P  
Book-Vol/Pg: BK-DE VL-14487 PG-103  
User / Station: M Ward - Cash Station 25

SIGNATURE HOMES  
3700 S WATER ST 150  
PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive

2011-01-10 09:00AM In: But J F

4  
KH

## SEVENTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 10<sup>th</sup> day of JANUARY, 2011, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated March 10, 2010, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and

**WHEREAS**, pursuant to Article XV of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. The Declarant exercises the right to convert the convertible real estate to units surrounding the following Executive Carriage Home Units 3501, 3502, 3101 and 3102 and Deluxe Carriage Home Units 219 and 220.

2. The units converted in Paragraph 1 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.

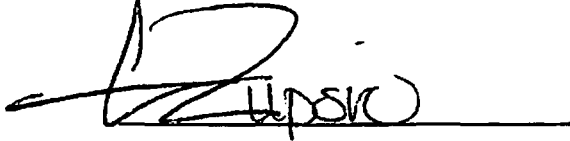
3. The following provision is added to 2.5(a) of the Declaration:

(26) In order to maintain a consistent appearance throughout The Fields of Nicholson and assure the proper safety of residents and visitors, no permanently affixed recreational equipment such as basketball hoops, hockey nets or the like shall be installed on Controlled Facilities (this includes driveways and yards). Portable equipment may be used provided it does not face the public right of way and is removed each day by dusk. The homeowner and not the Association shall be solely responsible for any injury or damage that occurs with respect to recreational equipment placed on Controlled Facilities.

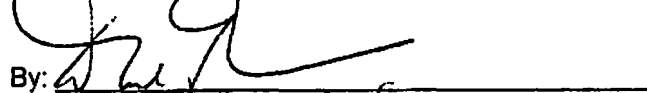
4. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:



DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES



By: DANIEL B. SOSSO

Title: President

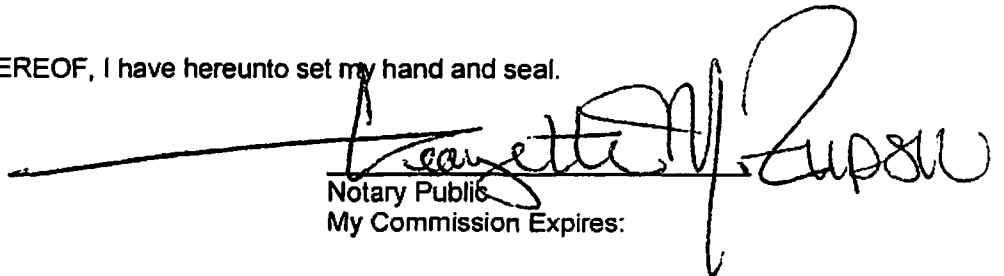
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Butler

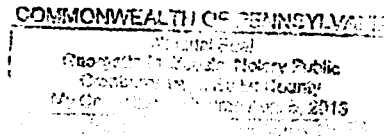
SS.

On this 10<sup>th</sup> day of January 2011, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. Sosso, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public  
My Commission Expires:

Mail to:  
Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203



**EXHIBIT "A"**

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Deluxe Town Home	1.724
2102	Executive Town Home	1.567
2103	Executive Town Home	1.567
2104	Deluxe Town Home	1.724
2401	Deluxe Town Home	1.724
2402	Deluxe Town Home	1.724
2403	Deluxe Town Home	1.724
2501	Deluxe Town Home	1.724
2502	Executive Town Home	1.567
2503	Executive Town Home	1.567
2504	Deluxe Town Home	1.724
2601	Executive Carriage Home	1.724
2602	Executive Carriage Home	1.724
2701	Deluxe Town Home	1.724
2702	Deluxe Town Home	1.724
2703	Deluxe Town Home	1.724
2801	Executive Carriage Home	1.724
2802	Executive Carriage Home	1.724
2901	Executive Carriage Home	1.724
2902	Executive Carriage Home	1.724
3101	Executive Carriage Home	1.724
3102	Executive Carriage Home	1.724
3501	Executive Carriage Home	1.724
3502	Executive Carriage Home	1.724
3601	Executive Carriage Home	1.724
3602	Executive Carriage Home	1.724
3701	Executive Carriage Home	1.724
3702	Executive Carriage Home	1.724
3801	Executive Carriage Home	1.724
3802	Executive Carriage Home	1.724
1	Deluxe Carriage Home	1.880
2	Deluxe Carriage Home	1.880

5	Deluxe Carriage Home	1.880
6	Deluxe Carriage Home	1.880
7	Deluxe Carriage Home	1.880
8	Deluxe Carriage Home	1.880
9	Deluxe Carriage Home	1.880
10	Deluxe Carriage Home	1.880
11	Deluxe Carriage Home	1.880
12	Deluxe Carriage Home	1.880
13	Deluxe Carriage Home	1.880
14	Deluxe Carriage Home	1.880
17	Deluxe Carriage Home	1.880
18	Deluxe Carriage Home	1.880
19	Deluxe Carriage Home	1.880
20	Deluxe Carriage Home	1.880
205	Deluxe Carriage Home	1.880
206	Deluxe Carriage Home	1.880
213	Deluxe Carriage Home	1.880
214	Deluxe Carriage Home	1.880
215	Deluxe Carriage Home	1.880
216	Deluxe Carriage Home	1.880
217	Deluxe Carriage Home	1.880
218	Deluxe Carriage Home	1.880
219	Deluxe Carriage Home	1.880
220	Deluxe Carriage Home	1.880

**\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.**



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

Instrument Number: 2012-10572

BK-DE VL-14879 PG-594

Recorded On: May 04, 2012

As-Deed Agreement

Parties: FIELDS NICHOLSON PLANNED COMMUNITY

To FIELDS NICHOLSON PLANNED COMMUNITY

MAY 09 2012

# of Pages: 6

Comment: EIGHTH AMEND DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 80.50  
Pages > 4 1  
Names > 4 0  
Total: 80.50

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No  
NOT A DEED OF TRANSFER  
EXEMPT  
Value

Certified On/By-> 04-20-2012 / B K  
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2012-10572  
Receipt Number: 2076736  
Recorded Date/Time: May 04, 2012 01:56:20P  
Book-Vol/Pg: BK-DE VL-14879 PG-594  
User / Station: M Ward - Cash Station 25

SIGNATURE HOMES  
3700 SOUTH WATER ST 150  
PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive

66117 DRE Certified  
30-Apr-2012 11:28AM by BK

51  
K

**EIGHTH AMENDED DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 13 day of APRIL, 2012, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated March 10, 2010, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and as amended by the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Seventh Amendment") dated January 10, 2011, and recorded at Instrument No. 2011-1809, Deed Book Volume 14487, Page 103; and

**WHEREAS**, pursuant to Article XXI of the Declaration of Planned Community, the Declarant has the right to amend the Declaration, Plats and Plans to correct any ambiguities or inconsistencies; and

**WHEREAS**, there were inconsistencies in Exhibit "A" to the Seventh Amendment and the Plats and Plans regarding the identification of the Unit Type and Percentage Interest; and

**WHEREAS**, pursuant to Article XV of the Declaration of Planned Community, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

1. The Declarant exercises the right to convert the convertible real estate to units surrounding the following Executive Carriage Home Units 2201, 2202, 3401, 3402, 4701 and 4702 and Deluxe Carriage Home Units 3 and 4.

2. The units converted in Paragraph 1 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.

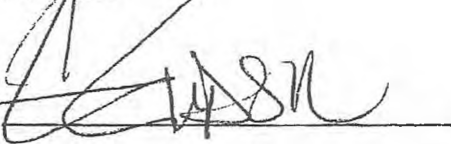
3. The Declarant amends the Seventh Amendment to clarify that Units 2101, 2104, 2501 and 2504 are Executive Townhouse Units and Units 2102, 2103, 2502 and 2503 are Standard Townhouse Units.

4. Exhibit "A" attached hereto supersedes Exhibit "A" in the Seventh Amendment.

5. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

**IN WITNESS WHEREOF**, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:



**DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES**

By: 

Name: Daniel R. Sasso

Title: President

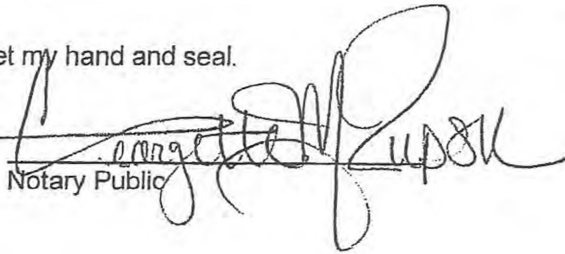


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF Butler : SS.  
 :

On this 13<sup>th</sup> day of APRIL, 2012, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R SASSO, who being duly sworn according to law deposes and says that he is the President of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public

My Commission Expires:

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Georgette M. Zupsko, Notary Public  
Cranberry Twp., Butler County  
My Commission Expires Aug. 5, 2013  
Member, Pennsylvania Association of Notaries

Mail to:  
Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

EXHIBIT "A"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Executive Town Home	1.3889
2102	Standard Town Home	1.2500
2103	Standard Town Home	1.2500
2104	Executive Town Home	1.3889
2201	Executive Carriage Home	1.5278
2202	Executive Carriage Home	1.5278
2401	Deluxe Town Home	1.5278
2402	Deluxe Town Home	1.5278
2403	Deluxe Town Home	1.5278
2501	Executive Town Home	1.3889
2502	Standard Town Home	1.2500
2503	Standard Town Home	1.2500
2504	Executive Town Home	1.3889
2601	Executive Carriage Home	1.5278
2602	Executive Carriage Home	1.5278
2701	Deluxe Town Home	1.5278
2702	Deluxe Town Home	1.5278
2703	Deluxe Town Home	1.5278
2801	Executive Carriage Home	1.5278
2802	Executive Carriage Home	1.5278
2901	Executive Carriage Home	1.5278
2902	Executive Carriage Home	1.5278
3101	Executive Carriage Home	1.5278
3102	Executive Carriage Home	1.5278
3401	Executive Carriage Home	1.5278
3402	Executive Carriage Home	1.5278
3501	Executive Carriage Home	1.5278
3502	Executive Carriage Home	1.5278

3601	Executive Carriage Home	1.5278
3602	Executive Carriage Home	1.5278
3701	Executive Carriage Home	1.5278
3702	Executive Carriage Home	1.5278
3801	Executive Carriage Home	1.5278
3802	Executive Carriage Home	1.5278
4701	Executive Carriage Home	1.5278
4702	Executive Carriage Home	1.5278
1	Deluxe Carriage Home	1.6667
2	Deluxe Carriage Home	1.6667
3	Deluxe Carriage Home	1.6667
4	Deluxe Carriage Home	1.6667
5	Deluxe Carriage Home	1.6667
6	Deluxe Carriage Home	1.6667
7	Deluxe Carriage Home	1.6667
8	Deluxe Carriage Home	1.6667
9	Deluxe Carriage Home	1.6667
10	Deluxe Carriage Home	1.6667
11	Deluxe Carriage Home	1.6667
12	Deluxe Carriage Home	1.6667
13	Deluxe Carriage Home	1.6667
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216	Deluxe Carriage Home	1.6667
217	Deluxe Carriage Home	1.6667
218	Deluxe Carriage Home	1.6667
219	Deluxe Carriage Home	1.6667
220	Deluxe Carriage Home	1.6667

\*\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.



60 2012 00018650

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

Instrument Number: 2012-18650

BK-DE VL-14956 PG-98

Recorded On: July 23, 2012

As-Deed Agreement

Parties: SIGNATURE HOMES

To SIGNATURE HOMES

# of Pages: 7

Comment: NINTH AMENDED DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	82.50
Pages > 4	2
Names > 4	0
<b>Total:</b>	<b>82.50</b>

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 07-20-2012 / S B
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2012-18650  
 Receipt Number: 2140472  
 Recorded Date/Time: July 23, 2012 01:58:12P  
 Book-Vol/Pg: BK-DE VL-14956 PG-98  
 User / Station: S Kubiak - Cash Super 01

SIGNATURE HOMES  
 3700 SOUTH WATER STREET 150  
 PITTSBURGH PA 15203



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive

76228 DRE Certified  
20-Jul-2012 12:11P\Int By: SB

le  
H.

## NINTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the Ninth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 11<sup>th</sup> day of July, 2012, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. P.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated March 10, 2010, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and as amended by the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Seventh Amendment") dated January 10, 2011, and recorded at Instrument No. 2011-1809, Deed Book Volume 14487, Page 103; and as amended by the Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Eighth Amendment") dated April 13, 2012, and recorded at Instrument No. 2012-10572, Deed Book Volume 14879, Page 594; and

**WHEREAS**, pursuant to Article XV of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

**WHEREAS**, Declarant wishes to make the following changes to the Declaration.

**NOW, THEREFORE**, Declarant hereby files this Ninth Amended Declaration of Planned Community of Fields of Nicholson Planned Community pursuant to the powers granted in the Declaration and the Act.

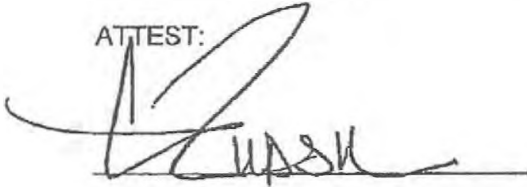
1. The Declarant exercises the right to convert the convertible real estate to units surrounding the following Executive Carriage Home Units 2301, 2302, 3001, 3002, 3201, 3202, 3301, 3302, 4001, 4002, 4101, 4102, 4301, 4302, 4401, 4402, 4501, 4502, 4601, 4602, and Deluxe Carriage Home Units 15, 16, 201, 202, 203, 204, 207, 208, 209, 210, 211, 212 and 4801.

2. The units converted in Paragraph 1 above shall be designated as unit types in accordance with the unit types identified on Exhibit "A" attached hereto and incorporated herein and shall have the percentage interest set forth on Exhibit "A" attached hereto. These percentage interests shall be subject to adjustments in accordance with Section 2.4 of the original Declaration as additional units are created.

3. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the said Dan & Michael, Inc., d/b/a Signature Homes, has executed these presents.

ATTEST:

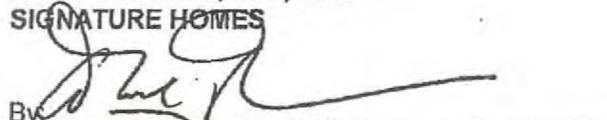


DAN & MICHAEL, INC., d/b/a  
SIGNATURE HOMES

By:

Name:

Title:

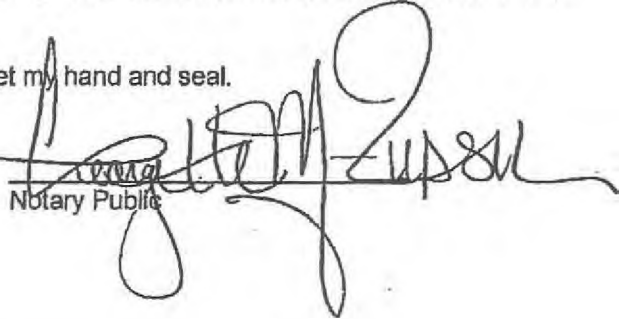
  
\_\_\_\_\_  
Name: Daniel R. Sasso  
Title: Pres

ACKNOWLEDGMENT

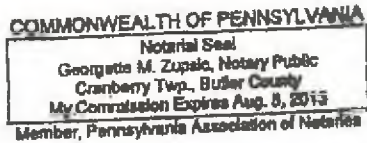
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Butler :

On this 11<sup>th</sup> day of July, 2012, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Daniel R. Sosso, who being duly sworn according to law deposes and says that he is the PRESIDENT of Dan & Michael, Inc., d/b/a Signature Homes, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public

My Commission Expires:



Mail to:  
Signature Homes  
3700 South Water Street 150  
Pittsburgh, PA 15203

**EXHIBIT "A"**

**SCHEDULE OF UNIT IDENTIFYING NUMBERS AND  
PERCENTAGE OF COMMON EXPENSE LIABILITY OF EXISTING UNITS**

<u>Identifying Number</u>	<u>Unit Types</u>	<u>Percentage Interest**</u>
2101	Executive Town Home	.9124
2102	Standard Town Home	.8212
2103	Standard Town Home	.8212
2104	Executive Town Home	.9124
2201	Executive Carriage Home	1.0036
2202	Executive Carriage Home	1.0036
2301	Executive Carriage Home	1.0036
2302	Executive Carriage Home	1.0036
2401	Deluxe Town Home	1.0036
2402	Deluxe Town Home	1.0036
2403	Deluxe Town Home	1.0036
2501	Executive Town Home	.9124
2502	Standard Town Home	.8212
2503	Standard Town Home	.8212
2504	Executive Town Home	.9124
2601	Executive Carriage Home	1.0036
2602	Executive Carriage Home	1.0036
2701	Deluxe Town Home	1.0036
2702	Deluxe Town Home	1.0036
2703	Deluxe Town Home	1.0036
2801	Executive Carriage Home	1.0036
2802	Executive Carriage Home	1.0036
2901	Executive Carriage Home	1.0036
2902	Executive Carriage Home	1.0036
3001	Executive Carriage Home	1.0036
3002	Executive Carriage Home	1.0036
3101	Executive Carriage Home	1.0036
3102	Executive Carriage Home	1.0036
3201	Executive Carriage Home	1.0036
3202	Executive Carriage Home	1.0036
3301	Executive Carriage Home	1.0036
3302	Executive Carriage Home	1.0036
3401	Executive Carriage Home	1.0036
3402	Executive Carriage Home	1.0036
3501	Executive Carriage Home	1.0036
3502	Executive Carriage Home	1.0036
3601	Executive Carriage Home	1.0036
3602	Executive Carriage Home	1.0036
3701	Executive Carriage Home	1.0036
3702	Executive Carriage Home	1.0036
3801	Executive Carriage Home	1.0036
3802	Executive Carriage Home	1.0036
4001	Executive Carriage Home	1.0036



4002	Executive Carriage Home	1.0036
4101	Executive Carriage Home	1.0036
4102	Executive Carriage Home	1.0036
4301	Executive Carriage Home	1.0036
4302	Executive Carriage Home	1.0036
4401	Executive Carriage Home	1.0036
4402	Executive Carriage Home	1.0036
4501	Executive Carriage Home	1.0036
4502	Executive Carriage Home	1.0036
4601	Executive Carriage Home	1.0036
4602	Executive Carriage Home	1.0036
4701	Executive Carriage Home	1.0036
4702	Executive Carriage Home	1.0036
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9	Deluxe Carriage Home	1.0949
10	Deluxe Carriage Home	1.0949
11	Deluxe Carriage Home	1.0949
12	Deluxe Carriage Home	1.0949
13	Deluxe Carriage Home	1.0949
14	Deluxe Carriage Home	1.0949
15	Deluxe Carriage Home	1.0949
16	Deluxe Carriage Home	1.0949
17	Deluxe Carriage Home	1.0949
18	Deluxe Carriage Home	1.0949
19	Deluxe Carriage Home	1.0949
20	Deluxe Carriage Home	1.0949
201	Deluxe Carriage Home	1.0949
202	Deluxe Carriage Home	1.0949
203	Deluxe Carriage Home	1.0949
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205	Deluxe Carriage Home	1.0949
206	Deluxe Carriage Home	1.0949
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208	Deluxe Carriage Home	1.0949
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215	Deluxe Carriage Home	1.0949
216	Deluxe Carriage Home	1.0949
217	Deluxe Carriage Home	1.0949

218	Deluxe Carriage Home	1.0949
219	Deluxe Carriage Home	1.0949
220	Deluxe Carriage Home	1.0949
4801	Deluxe Carriage Home	1.0949

\*The Percentage Interest will be adjusted in accordance with Section 2.4 as additional units are created.



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

**Instrument Number: 2013-11641**

**BK-DE VL-15231 PG-352**

**Recorded On: May 08, 2013**

**As-Deed Agreement**

**Parties: FIELDS NICHOLSON PLANNED COMMUNITY**

**To FIELDS NICHOLSON PLANNED COMMUNITY**

**# of Pages: 5**

**Comment: TENTH AMENMENT DEC**

\*\*\*\*\* **THIS IS NOT A BILL** \*\*\*\*\*

Deed Agreement	150.00
	0
	0
<b>Total:</b>	<b>150.00</b>

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	<b>EXEMPT</b>
Value	0.00

Certified On/By-> 05-08-2013 / B K
<b>CONDO DECLARATION</b>

*I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA*

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2013-11641  
 Receipt Number: 2366690  
 Recorded Date/Time: May 08, 2013 02:50:46P  
 Book-Vol/Pg: BK-DE VL-15231 PG-352  
 User / Station: R Aubrecht - Cash Super 06

FIELDS OF NICHOLSON PLANNED COMMUNITY  
 P O BOX 779  
 WEXFORD PA 15090



**Valerie McDonald Roberts, Manager  
 Rich Fitzgerald, County Executive**

**TENTH AMENDMENT TO DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Tenth Amendment to Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 3<sup>RD</sup> day of MAY, 2013, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. C.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Department of Real Estate of Allegheny County at Deed Book Volume 12602, Page 453, as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community date February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Sixth Amendment") dated March 10, 2010, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and as amended by the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated January 10, 2011, and recorded at Instrument No. 2011-1809, Deed Book Volume 14487, Page 103; and as amended by the Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated April, 13, 2012, and recorded at Instrument No. 2012-10572, Deed Book Volume 14879, Page 594; and as amended by the Ninth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated July 11, 2012, and recorded at Instrument No. 2012-18650, Deed Book Volume 14956, Page 98 (hereinafter collectively the "Declaration"); and

**WHEREAS**, the Declaration has been amended from time to time pursuant to Article XXI, Section 21.1 of the Declaration; and

**WHEREAS**, the Unit Owners of the Fields of Nicholson Planned Community desire to further amend the Declaration pursuant to the powers granted in the Declaration and the Act.

NOW THEREFORE, Section 4.4 of Article IV of the Declaration (as revised in the Sixth Amendment) is amended as follows:

1. By deleting Section 4.4 of Article IV (as revised in the Sixth Amendment) in its entirety, and substituting in its place the following:

**Section 4.4. Capital Improvement Fee.** In accordance with and subject to Section 5302(12) of the Act, upon the transfer of a title to any Unit, by a Unit Owner, including the Declarant, a contribution shall be made by or on behalf of the purchaser to the Capital Improvement Fund of the Association in an amount equal to one-sixth (1/6th) of the annual Common Expense Assessment for that Unit for that year as determined by the Executive Board. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. The contribution to the Capital Improvement Fund shall be collected at the closing on any transfer of a Unit and shall constitute a lien against the Unit until collected and paid to the Association.

2. All other terms and conditions contained in the Declaration are hereby ratified and affirmed.

IN WITNESS WHEREOF, the President of Fields of Nicholson Planned Community has caused this Amendment to the Declaration of Planned Community to be executed this 31<sup>st</sup> day of May 2013.

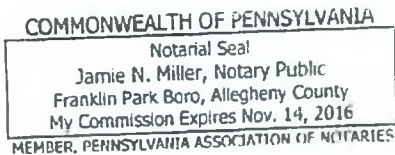
FIELDS OF NICHOLSON PLANNED COMMUNITY

BY:   
Thomas E. Reilly, President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 3<sup>rd</sup> day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared THOMAS E. REILLY, who acknowledged himself to be the PRESIDENT of FIELDS OF NICHOLSON PLANNED COMMUNITY, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained by signing the name of the corporation by himself as such officer.

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



Jamie N. Miller  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/14/2016

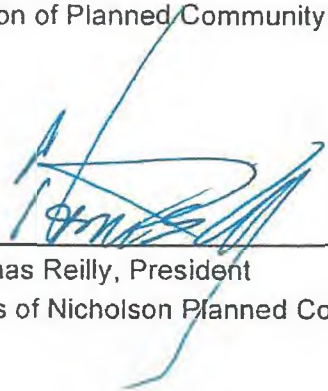
Mail to:  
Fields of Nicholson Planned Community  
P.O. Box 779  
Wexford, PA 15090

AFFIDAVIT


I, Thomas E. Reilly, being duly sworn according to law, deposes and says the following:

1. I am the President of the Fields of Nicholson Planned Community.
2. At a Special Meeting of the Unit Owner's that took place on April 22, 2013 Unit Owner's representing at least 67% of the Unit Owners in the Planned Community have voted in favor of amending Article IV of the Declaration as set forth in the Tenth Amendment to the Declaration of Planned Community of Fields of Nicholson Planned Community.

Date: May 5, 2013

  
\_\_\_\_\_  
Thomas Reilly, President  
Fields of Nicholson Planned Community

WITNESS my hand and notary seal this 3rd day of May 2013.

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jamie N. Miller, Notary Public  
Franklin Park Boro, Allegheny County  
My Commission Expires Nov. 14, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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

Instrument Number: 2013-26293

BK-DE VL-15374 PG-285

Recorded On: September 13, 2013 As-Deed Agreement

Parties: FIELDS NICHOLSON PLANNED COMMUNITY

To FIELDS NICHOLSON PLANNED COMMUNITY

# of Pages: 7

Comment: ELEVENTH AMENDMENT TO DEC

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 150.00  
0  
0  
Total: 150.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No  
NOT A DEED OF TRANSFER EXEMPT  
Value 0.00

Certified On/By-> 09-13-2013 / S B  
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2013-26293  
Receipt Number: 2470779  
Recorded Date/Time: September 13, 2013 03:55:26P  
Book-Vol/Pg: BK-DE VL-15374 PG-285  
User / Station: R Aubrecht - Cash Super 06

FIELDS OF NICHOLSON PLANNED COMMUNITY  
P O BOX 779  
WEXFORD PA 15090



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive



**ELEVENTH AMENDMENT TO DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY**

This is the Eleventh Amendment to Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 4<sup>th</sup> day of September, 2013, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. C.S.A. 5101 et. seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Department of Real Estate of Allegheny County at Deed Book Volume 12602, Page 453, as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community date February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Sixth Amendment") dated March 10, 2010, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and as amended by the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated January 10, 2011, and recorded at Instrument No. 2011-1809, Deed Book Volume 14487, Page 103; and as amended by the Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated April, 13, 2012, and recorded at Instrument No. 2012-10572, Deed Book Volume 14879, Page 594; and as amended by the Ninth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated July 11, 2012, and recorded at Instrument No. 2012-18650, Deed Book Volume 14956, Page 98; and as amended by the Tenth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated May 3, 2013, and recorded at Instrument No. 2013-11641, Deed Book Volume 15231, Page 352 (hereinafter collectively the "Declaration"); and

**WHEREAS**, the Declaration has been amended from time to time pursuant to Article XXI, Section 21.1 of the Declaration; and

**WHEREAS**, the Executive Board believes that Section 1.3.2.g, Article III, and Section 6.1, of the Declaration are ambiguous; and

**WHEREAS**, Section 5219 (f) (1) of the Act authorizes the Executive Board to amend the Declaration to cure an ambiguity; and

**WHEREAS**, the Executive Board of the Fields of Nicholson Planned Community desires to further amend the Declaration pursuant to the powers granted in the Act.

**NOW THEREFORE**, the Declaration is amended as follows:

1. By deleting Section 1.3.2.g of Article I (as revised in the Third Amendment) in its entirety, and substituting in its place the following:

g. "Controlled Facilities" means parts of a Unit, which are not Common Facilities, but are maintained, improved, repaired, replaced, regulated, managed, or controlled by the Association. Controlled Facilities in the Community are identified in Article III of this Declaration;

2. By deleting Article III in its entirety, and substituting in its place the following:

**Section 3.1 Controlled Facilities**

(a) The following shall be Controlled Facilities for the purposes of Section 1.3.2.g, 3.2, 6.1 and other applicable Sections of the Declaration:

(1) The exteriors of all dwellings now or hereafter erected on a Unit and anything attached to said exteriors (specifically excluding the items identified in Section 3.1 (b) below) and including as part of the Controlled Facilities, but not limited to, all brick, siding, paint, roofs (including roof deck and shingles but excluding roof structure), gutters, thaw protection devices, downspouts, windows, doors, screens, porches, patios, balconies, decks, shutters, chimney, flues, and vents above roof lines, skylights, private underground sanitary and storm lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways and structures;

(b) The following shall not be Controlled Facilities for the purposes of Section 3.2, 6.1 and other applicable Sections of the Declaration.

(1) The interiors of dwellings, awnings, satellite dish antennas, sprinkler systems, walkways contained within a Unit, stairs, and any increase in size or improvement to decks, patios, driveways, and landscaping above what

existed when a unit was conveyed from the Declarant to the first owner.

**Section 3.2 Obligation of the Association with Regard to Controlled Facilities.**

(a) The Controlled Facilities shall be maintained, improved, repaired, replaced, regulated, managed, or controlled by the Association. The Association shall be responsible for the following, without limitation, in connection with the Controlled Facilities:

(1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards.

(2) Mulching of areas in front and side yards as mulched originally by the Declarant.

(3) Snow removal of parking areas, sidewalks located along the public streets, driveways, access roads, and private streets and clubhouse parking areas. The Association shall not be responsible for snow removal on sidewalks only serving a Unit.

(4) Maintenance, repair and replacement of the landscaping and plants installed by the Declarant, except in the event the landscaping and plants installed by the Declarant are damaged by the negligence or willful acts of the Owners.

(b) The Association shall not be responsible for the following:

(1) The watering of lawns and shrubs. Unit Owners shall be responsible for watering lawns and shrubs that are located within their Units.

(2) Any expense related to Controlled Facilities caused by the negligence or misconduct of any Unit Owner. The Association may undertake such maintenance, repair or replacement and assess that expense exclusively against the Unit.

**Section 3.3 Other Obligations of Association.**

(a) The Association shall be responsible for only those other obligations imposed by the Act or by this Declaration.

3. By deleting Section 6.1 of Article VI (as revised in the Third Amendment) in its entirety, and substituting in its place the following:

**Section 6.1 Controlled Facilities:** The costs for the duties performed in connection with Controlled Facilities by the Association as set forth in Article III and elsewhere in this Declaration shall be assessed as Common Expenses against all Units. If such a Common Expense related to Controlled Facilities is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his/her Unit.

4. All other terms and conditions contained in the Declaration are hereby ratified and affirmed.

IN WITNESS WHEREOF, the President of Fields of Nicholson Planned Community has caused this Amendment to the Declaration of Planned Community to be executed this 4<sup>th</sup> day of September 2013.

FIELDS OF NICHOLSON PLANNED COMMUNITY

BY: 

Thomas E. Reilly, President

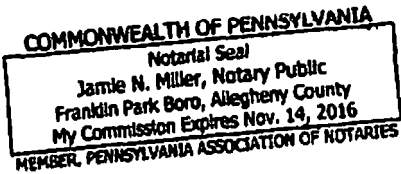
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 4<sup>th</sup> day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared THOMAS E. REILLY, who acknowledged himself to be the PRESIDENT of FIELDS OF NICHOLSON PLANNED COMMUNITY, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained by signing the name of the corporation by himself as such officer.

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

Jamie N. Miller  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



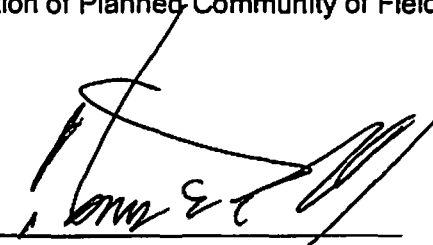
Mail to:  
Fields of Nicholson Planned Community  
P.O. Box 779  
Wexford, PA 15090

**AFFIDAVIT**


I, Thomas E. Reilly, being duly sworn according to law, deposes and says the following:

1. I am the President of the Fields of Nicholson Planned Community.
2. At a Special Meeting of the Executive Board that took place on Sept 4, 2013 the Executive Board voted in favor of amending the Declaration as set forth in the Eleventh Amendment to the Declaration of Planned Community of Fields of Nicholson Planned Community.

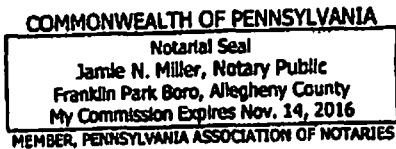
Date: Sept 4, 2013

  
\_\_\_\_\_  
Thomas Reilly, President  
Fields of Nicholson Planned Community

WITNESS my hand and notary seal this 4<sup>th</sup> day of September 2013.

  
\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:





Allegheny County  
Jerry Tyskiewicz  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2015-1689

BK-DE VL-15862 PG-41

Recorded On: January 21, 2015 As-Deed Agreement

Parties: FIELDS NICHOLSON PLANNED COMMUNITY

To FIELDS NICHOLSON PLANNED COMMUNITY

# of Pages: 5

Comment: 12TH AMEND DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 162.00  
0  
0  
Total: 162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 01-21-2015 / Michael Galovich
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2015-1689  
Receipt Number: 2803197  
Recorded Date/Time: January 21, 2015 02:43:36P  
Book-Vol/Pg: BK-DE VL-15862 PG-41  
User / Station: A Matthews - Cash Super 04

FIELDS OF NICHOLSON PLANNED COMMUNITY  
P O BOX 779  
WEXFORD PA 15090



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Acting Manager  
Rich Fitzgerald, County Executive

## TWELFTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS OF NICHOLSON PLANNED COMMUNITY

This is the Tenth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated as of the 17 day of JANUARY, 2015, pursuant to the provisions of the Pennsylvania Uniform Planned Community Act (Pa. C.S.A. 5101 et seq., as amended) (the "Act") by Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant").

**WHEREAS**, Dan & Michael, Inc., d/b/a Signature Homes submitted certain property located in Franklin Park Borough, Allegheny County, Pennsylvania to the Declaration of Planned Community of Fields of Nicholson Planned Community dated September 8, 2005 which is recorded in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 12602, Page 453 ("Declaration") as amended by the First Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated October 7, 2005 and recorded at Instrument No. 2005-34512, Deed Book Volume 12619, page 360; as amended by the Second Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated December 20, 2005, and recorded at Instrument No. 2005-43740, Deed Book Volume 12703, Page 206; as amended by the Third Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated February 6, 2007, and recorded at Instrument No. 2007-4142, Deed Book Volume 13143, Page 223; and as amended by the Fourth Amended Declaration of Planned Community of Fields of Nicholson Planned Community date February 5, 2008, and recorded at Instrument No. 2008-4473, Deed Book Volume 13523, Page 575; and as amended by the Fifth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated June 17, 2009, and recorded at Instrument No. 2009-14915, Deed Book Volume 13963, Page 331; and as amended by the Sixth Amended Declaration of Planned Community of Fields of Nicholson Planned Community ("Sixth Amendment") dated March 10, 2020, and recorded at Instrument No. 2010-6173, Deed Book Volume 14205, Page 356; and as amended by the Seventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated January 10, 2011, and recorded at Instrument No. 2011-1809, Deed Book Volume 14487, Page 103; and as amended by the Eighth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated April, 13, 2012, and recorded at Instrument No. 2012-10572, Deed Book Volume 14879, Page 594; and as amended by the Ninth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated July 11, 2012, and recorded at Instrument No. 2012-18650, Deed Book Volume 14956, Page 98; and as amended by the Tenth Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated May 3, 2013, and recorded at Instrument No. 2013-11641, Deed Book Volume 15231, Page 352; and as amended by the Eleventh Amended Declaration of Planned Community of Fields of Nicholson Planned Community dated September 4, 2014, and recorded at Instrument No. 2013-26293, Deed Book Volume 15374, Page 285, and



**WHEREAS**, the Declaration has been amended from time to time pursuant to Article XXI, Section 21.1 of the Declaration; and

**WHEREAS**, the Unit Owner's of the Fields of Nicholson Planned Community desire to further amend the Declaration pursuant to the powers granted in the Declaration and the Act.

**NOW THEREFORE**, the Declaration is amended as follows:


1. By deleting Section 2.5(16) of Article II in its entirety, and substituting in its place the following:

(16) Except as hereinafter provided, no animals, livestock and poultry of any kind shall be raised, bred or kept in any Unit or on the Common Facilities. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no more than three (3) pets are kept in any one Unit with a combined weight of less than or equal to 150 pounds; (ii) no animals shall be permitted in any portion of the Common Facilities except on a leash (no longer than six feet in length) maintained by a responsible person; (iii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iv) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Community or other units or occupants.

2. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

**IN WITNESS WHEREOF**, the President of Fields of Nicholson Planned Community has caused this Amendment to the Declaration of Planned Community to be executed this 12th day of JANUARY, 2015.

**FIELDS OF NICHOLSON PLANNED COMMUNITY**

BY:   
Gerald E. Rogers, President

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) ss:

On this 12<sup>th</sup> day of JANUARY, 2015, before me, a Notary Public, the undersigned officer, personally appeared GERALD E. ROGERS, who acknowledged himself to be the PRESIDENT of FIELDS OF NICHOLSON PLANNED COMMUNITY, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained by signing the name of the corporation by himself as such officer.

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

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Commonwealth of Pennsylvania  
NOTARIAL SEAL  
Robert F Pasko, Notary Public  
City of Wexford, Allegheny County  
My Commission Expires Feb. 11, 2016

Mail to:  
Fields of Nicholson Planned Community  
P.O. Box 779  
Wexford, PA 15090

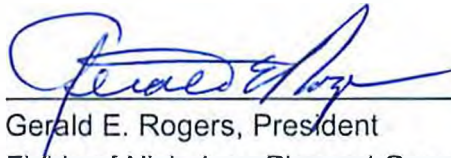
**AFFIDAVIT**

I, Jerry Rogers, being duly sworn according to law, deposes and says the following:

1. I am the President of the Fields of Nicholson Planned Community.
2. At a Special Meeting of the Unit Owner's that took place on January 6, 2015 Unit Owner's representing at least 67% of the Unit Owners in the Planned Community have voted in favor of amending Article II(16) of the Declaration as set forth in the Twelfth Amendment to the Declaration of Planned Community of Fields of Nicholson Planned Community.

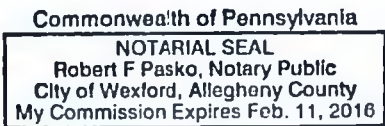
Date: \_\_\_\_\_

1/12/2015



\_\_\_\_\_  
Gerald E. Rogers, President  
Fields of Nicholson Planned Community

WITNESS my hand and notary seal this 12<sup>th</sup> day of JANUARY 2015.



  
\_\_\_\_\_  
Notary Public



Allegheny County  
 Jerry Tyskiewicz  
 Department of Real Estate  
 Pittsburgh, PA 15219

Instrument Number: 2015-32081

BK-DE VL-16160 PG-66

Recorded On: October 15, 2015 As-Deed Agreement

Parties: FIELDS NICHOLSON PLANNED COMMUNITY

To FIELDS NICHOLSON PLANNED COMMUNITY

# of Pages: 4

Comment: 13TH AMENDED DECLARATION

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 162.00  
 0  
 0  
 Total: 162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Alfidavit Attached-No  
 NOT A DEED OF TRANSFER EXEMPT  
 Value

Certified On/By-> 10-13-2015 / Scott Slickman  
 CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2015-32081  
 Receipt Number: 2983580  
 Recorded Date/Time: October 15, 2015 09:21:26A  
 Book-Vol/Pg: BK-DE VL-16160 PG-66  
 User / Station: M Ward - Cash Station 22

FIELDS OF NICHOLSON PLANNED COMMUNITY  
 COMMUNITY MGMT GROUP INC  
 PO BOX 779  
 WEXFORD PA 15090



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

**THIRTEENTH AMENDED DECLARATION OF PLANNED COMMUNITY  
OF FIELDS OF NICHOLSON PLANNED COMMUNITY  
FRANKLIN PARK BOROUGH, ALLEGHENY COUNTY, PENNSYLVANIA**

This Amendment to the Declaration of Planned Community for The Fields of Nicholson Planned Community (herein after, the "Association"), is made on this the 13<sup>th</sup> day of September, 2015.

**WHEREAS**, Dan and Michael, Inc., doing business as Signature Homes (the "Declarant"), submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5101, et seq. (the "Act") by Declaration of Planned Community recorded in the Department of Real Estate for Allegheny County, Pennsylvania, at Deed Book (DE) Volume 12602, Page 453, et seq. (the "Declaration"), effective the 26th day of September, 2006, certain real property located in Franklin Park Borough, Allegheny County, Pennsylvania, and described in the Declaration and in amendments thereto, now constituting the real property of the Association; and

**WHEREAS**, it is established by §5219(f) of the Act that the Declaration may be amended by majority vote of the Executive Board to cure an ambiguity in the Declaration or to correct or supplement any provision in the Declaration that is defective, missing or inconsistent with any other provision in the Declaration or with the Act, upon receipt of an opinion from independent legal counsel to the effect that the amendment is permitted under §5219(f) and provided that no alternative mechanism for amendments of this type is specified in the Declaration; and

**WHEREAS**, the Executive Board is in receipt of an opinion from independent legal counsel to the effect that this amendment is permitted under §5219(f) of the Act; and

**WHEREAS**, it is established by Article XXI, Section 21.1(a), of the Declaration that the Declaration may be amended in accordance with the Act, with no alternative mechanism for amendments of this type specified in the Declaration; and

**WHEREAS**, the Executive Board, with the intention of addressing ambiguities and inconsistencies in the Declaration regarding insurance responsibilities, has promulgated a resolution authorizing the adoption of this amendment to the Declaration;

**THEREFORE**, intending to be legally bound hereby, the Association amends the Declaration as follows:

1. Article III, in its original form and as subsequently amended, is deleted in its entirety and is replaced by the following:

**Section 3.1 Controlled Facilities**

- (a) The following shall be Controlled Facilities for purposes of Section 1.3.2(g), 3.2, 6.1, and other applicable sections of the Declaration unless otherwise specified:
  - (1) The exteriors of all dwellings now or hereafter erected on a Unit and anything attached to said exteriors, excluding the items identified in Section 3.1(b), including, but not limited to, all brick, siding, paint, roofs (including roof deck and shingles, but excluding roof structure), gutters, thaw protection devices, downspouts, windows, doors, screens, porches, patios, balconies, decks, shutters, chimneys, flues, vents above roof lines, skylights, private underground sanitary storm lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways, and structures.

- (b) The following shall not be Controlled Facilities for purposes of Section 1.3.2(g), 3.2, 6.1 and other applicable sections of the Declaration unless otherwise specified:
  - (1) The interiors of dwellings, awnings, satellite dish antennas, sprinkler systems, walkways contained within a Unit, stairs, and any increase in size or improvement to decks, patios, driveways, and landscaping above what existed when a Unit was conveyed from the Declarant to the first owner.
- (c) For purposes of Section 3.2(a)(5) only, "exterior of all dwellings" shall be understood to include foundations, load bearing walls, structural framing, sub-grade plumbing, and exterior wall finish, in addition to all items specified as Controlled Facilities under Section 3.1(a)(1).

**Section 3.2 Obligations of the Association with Regard to Controlled Facilities**

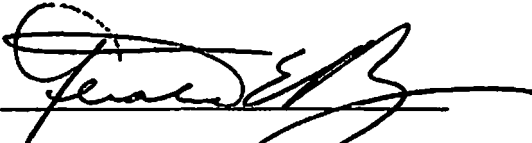
- (a) The Controlled Facilities shall be maintained, improved, repaired, replaced, regulated, managed, or controlled by the Association. The Association shall be responsible for the following, without limitation, in connection with the Controlled Facilities:
  - (1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards;
  - (2) Mulching of areas in front and side yards as mulched originally by the Declarant;
  - (3) Snow removal of parking areas, sidewalks located along the public streets, driveways, access roads, and private streets and clubhouse parking areas. The Association shall not be responsible for snow removal on sidewalks only serving a Unit;
  - (4) Maintenance, repair and replacement of the landscaping and plants installed by the Declarant, except in the event the landscaping and plants installed by the Declarant are damaged by the negligence or willful acts of the Owners;
  - (5) Insurance as required by the Act and by Section 26.1 of the Declaration.
- (b) The Association shall not be responsible for the following:
  - (1) The watering of lawns and shrubs. Unit Owners shall be responsible for watering of lawns and shrubs that are located within their Units;
  - (2) Any expense related to Controlled Facilities caused by the negligence or misconduct of any Unit Owner. The Association may undertake such maintenance, repair or replacement and assess that expense exclusively against the Unit.

Section 3.3 Other Obligations of Association

- (a) The Association shall be responsible for only those obligations imposed by the Act or by the Declaration. No provision in the Declaration shall be interpreted to limit the authority of the Association or the Executive Board to purchase insurance coverage pursuant to §5312(c) of the Act.

IN WITNESS WHEREOF, the President of the Association has caused this amendment to the Declaration to be executed, as attested by his signature below.

FIELDS OF NICHOLSON PLANNED COMMUNITY

By:   
 Gerald E. Rogers, President

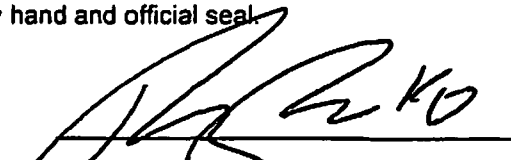
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Allegheny )

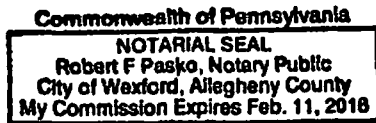
SS:

On this 30<sup>th</sup> day of Sept, 2015, before me, the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared, Gerald E. Rogers, who acknowledged himself to be the President of the Fields of Nicholson Planned Inc., a Pennsylvania nonprofit corporation, and that he, as such President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as such President, and desired that the same might be recorded as such.

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

  
 Notary Public

My Commission Expires:



Mail To: FIELDS OF NICHOLSON PLANNED COMMUNITY  
 Community Management Group, Inc.  
 P.O. Box 779  
 Wexford, PA 15090

Mail to:

Dornish Law Offices, PC  
2500 Brooktree Road  
Suite 301  
Wexford, PA 15090

**FOURTEENTH AMENDED DECLARATION OF  
PLANNED COMMUNITY OF  
FIELDS OF NICHOLSON PLANNED COMMUNITY**

FRANKLIN PARK BOROUGH, ALLEGHENY  
COUNTY, PENNSYLVANIA

BY

THE FIELDS OF NICHOLSON

Pursuant to the provisions of the  
Pennsylvania Uniform Planned Community Act



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**FOURTEENTH AMENDED DECLARATION OF PLANNED COMMUNITY OF FIELDS  
OF NICHOLSON PLANNED COMMUNITY**

This Fourteenth Amendment to the Declaration of the Fields of Nicholson Planned Community (hereinafter the "Association") is made on this 15<sup>th</sup> of August, 2019.

WHEREAS, the original Declarant has turned over control to the Association to a duly elected Board of the Fields of Nicholson Owners' Association; and

WHEREAS, it is established by Article XXI, Section 21(f) of the Declaration and pursuant to Section 5219(f) of the Pennsylvania Uniform Planned Community Act (68 Pa.C.S.A. Section 5219(f)) that the Declaration may be amended by the Executive Board of the Association to cure an ambiguity in the Declaration, or to correct or supplement any provision in the Declaration that is defective, missing or inconsistent with any other provision in the Declaration or with this subpart; and

WHEREAS, such amendment by the Executive Board is subject to the condition that the Board must obtain the opinion of independent counsel that the proposed amendments meet the criteria of the law and provision of the Declaration allowing such amendments, which opinion has been obtained and is attached hereto as Exhibit "A"; and

WHEREAS, this Declaration has been previously amended thirteen separate times and the Executive Board wishes to codify and memorialize all changes in one document in order to resolve any ambiguity or burden which arises from having thirteen separate documents containing amendments; and

WHEREAS, as construction of the Planned Community has been completed and no further Units will be added, certain references to the Declarant, the rights of the Declarant, and the addition of convertible real estate, have been removed or omitted.

THEREFORE, intending to be legally bound hereby, the Association amends the Declaration as follows:

**ARTICLE I**

**Submission; Defined Terms**

Section 1.1 Declarant; Property; County; Name Dan & Michael, Inc., d/b/a Signature Homes, (the "Declarant") recorded a Declaration with the Department of Real Estate of Allegheny County at DBV12602 Page 453, which Declaration was amended on:

October 7, 2005 and recorded at DBV 12619 Page 360;  
December 27, 2005 and recorded at DBV 1273 Page 206;  
February 12, 2007 and recorded at DBV 13143 Page 223;

February 19, 2008 and recorded at DBV 13523 Page 575;  
June 24, 2009 and recoded at DBV 13963 Page 331;  
March 19, 2010 and recorded at DBV 14205 Page 356;  
January 21, 2011 and recorded at DBV 14487 Page 103;  
May 4, 2012 and recorded at DBV 14879 Page 594;  
July 23, 2013 and recorded at DBV 14956 Page 98;  
May 8, 2013 and recorded at DBV 15231 Page 352;  
September 13, 2013 and recorded at DBV 15374 Page 285;  
January 21, 2015 and recorded at DBV 15862 Page 41;  
October 15, 2015 and recorded at DBV 16160 Page 66;

**Section 1.2 Liens and Encumbrances** The Property referred to in Section 1.1 above is subject to the items in the Plats and Plans attached hereto as Exhibit "B" and the Property is hereby submitted to the Act together with and subject to the same.

**Section 1.3 Defined Terms**

1.3.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. 1.3.2. The following terms if used or defined in general terms in the Act shall have specific meanings herein as follows:

- (a) "Association" means the Fields of Nicholson Owners Association, a Pennsylvania Non-Stock, Non-Profit corporation;
- (b) "By-Laws" are the by-laws of the Association;
- (c) "Common Elements" means Controlled Facilities and Common Facilities;
- (d) "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, for repair, maintenance and replacement of Common Facilities and Controlled Facilities (including Limited Controlled Facilities) except as otherwise herein provided;
- (e) "Common Facilities" means all real estate within the Community which is owned by or leased to the Association, but not including any Units.
- (f) "Controlled Facilities" means parts of a Unit, which are not Common Facilities, including, but not limited to, courtyards, decks, sidewalks (that are not part of a Unit), paving under decks, and the Community Building; that

are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. Controlled Facilities in the Community are identified in Article III of this Amended Declaration;

(g) "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

(h) "Declaration" means this document, as the same may be amended from time to time;

(i) "Executive Board" means the Executive Board of the Association;

(j) "Limited Common Facilities" means a portion of the Common Facilities allocated by or pursuant to this Declaration or by operation of §§ 5202(2) or (3) of the Act for the exclusive use of one or more but less than all of the Units, including decks, paving under decks, utility service lines not owned by utility companies or exclusively servicing a Unit (e.g. storm lines under basement floors), French drains around Units, portions of gutters and downspouts on the rear facade of a Unit;

(k) "Unit" means that portion of the Community designated for separate ownership or occupancy, the boundaries of which are described herein and in the Plats and Plans and a portion of which may be designated as Controlled Facilities; and

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

## ARTICLE II

### Types or Classes of Units; Boundaries; Allocation of Percentage Interests

#### Section 2.1 Types or Classes of Units.

(a) There shall be six types or classes of Units in the Community:

(1) Standard Town Home - a single-family dwelling with one or two party walls in a building of three or more dwellings with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the

front of the dwelling of twenty-four feet (24') or less.

(2) Executive Town Home - a single-family dwelling with one or two party walls in a building of three or more dwellings with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling greater than twenty-four feet (24') but less than twenty-seven feet (27').

(3) Deluxe Town Home - a single-family dwelling with one or two party walls in a building of three or more dwellings with the front entrance of all attached dwellings of which the structure is composed facing in the same direction and generally known as a town home with a width at the front of the dwelling of greater than twenty-seven feet (27').

(4) Executive Carriage Home - a single family dwelling with one party wall in a building of two dwellings with the front entrance of the dwellings facing in the same direction with a width at the front of the dwelling of less than forty-four feet (44').

(5) Deluxe Carriage Home - a single family dwelling with one party wall in a building of two dwellings with the front entrance of the dwellings facing in the same direction with a width at the front of the dwelling of forty-four feet (44') or greater.

(6) Single Family Home - a single family dwelling not connected to any other dwellings.

Section 2.2 Boundaries: Title Lines The horizontal boundaries or title lines of each Unit (including a Development Unit) shall be the boundary lines of the Unit as shown on the Plats and Plans as such dimensions may be amended as provided in the Declaration. Within such dimensions as amended, the vertical boundaries shall extend from the horizontal boundaries upward to the heavens and downward to the center of the earth at right angles to such horizontal boundaries, subject to limitations of law and to title matters. Each Unit shall include all improvements existing or subsequently installed thereon.

Section 2.3 Boundaries of Existing Units on Plats and Plans: Unit Identifying Number. The horizontal boundaries of each existing Unit are shown in the Plats and Plans filed with the Declaration and attached as Exhibit "B".

Section 2.4 Percentage Interests/Voting Rights Attached as Exhibit "C" hereto is a list of all Units by their identifying numbers. Each Unit shall have the Percentage Interest, determined by their type of Unit. A Standard Town

Home shall have a factor of .9, an Executive Town Home shall have a factor of 1.0, a Deluxe Town Home and Executive Carriage Home shall have a factor of 1.1 and a Deluxe Carriage Home and the Single Family Home shall have a factor of 1.2. To determine Percentage Interests the following formula was used:

$$100 \div [(\# \text{ of Standard Town Homes} \times .9) + (\# \text{ of Executive Town Homes}) + (\# \text{ of Deluxe Town Homes} \times 1.1) + (\# \text{ of Executive Carriage Homes} \times 1.1) + (\# \text{ of Deluxe Carriage Homes} \times 1.2)] + (\text{One Single Family Home} \times 1.2) = \text{Percentage Interest of Executive Town Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times .9 = \text{Percentage Interest of Standard Town Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.2 = \text{Percentage Interest of Deluxe Carriage Home.}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.2 = \text{Percentage Interest of Single Family Home}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.1 = \text{Percentage Interest of Executive Carriage Home}$$

$$\text{Percentage Interest of Executive Town Home} \times 1.1 = \text{Percentage Interest of Deluxe Town Home}$$

The Percentage Interest shall determine the share of the Common Expenses for which each Unit is liable and the voting rights of that Unit.

#### Section 2.5 Use Restrictions.

##### (a) Use and Occupancy of Units and Common Elements

The occupancy and use of the Units and Common Facilities shall be subject to the provisions of the Borough of Franklin Park Zoning Code and to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations shall include the following:



(1) No part of the Property shall be used for other than housing for residential purposes for which the Property was designated except as otherwise provided.

(2) No structure may be erected or maintained on any Unit other than a town home or carriage home dwelling and its appurtenant garage.

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

(4) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

(5) No signs, advertising or other displays shall be maintained or permitted on any part of the Property except that a Unit owner attempting to sell his or her Unit may place a single "For Sale" Sign only of the size and in the location as comply with the current regulations.

(6) No Building or any part thereof may be erected on any Lot nearer to the front lot line and any side street than the Building setback lines shown on the Plats and Plans.

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

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

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

(10) No obnoxious or offensive activity shall be carried on in any Unit or in the Common Facilities (including Limited Common Facilities), nor shall anything be done therein, either willfully or negligently, which may be

or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

(11) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Facilities (including Limited Common Facilities). The Common Facilities (including Limited Common Facilities) shall be kept free and clear of rubbish, debris and other unsightly materials.

(12) No Unit Owner, nor anyone in a Unit with the permission of the Unit owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

(13) The Common Facilities (including the Limited Common Facilities) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.

(14) No radio or television aerial, antenna, wiring and/or satellite dish (other than as permitted in the next sentence), regardless of size, shall be installed without the written consent of the Board. One (1) satellite dish (not exceeding 30 inches in diameter) for a Unit may be installed on the roof or rear wall of a Unit. The Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The unit owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

(15) No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on balconies, patios or in or on the Common Facilities (including Limited Common Facilities) without prior written consent of the Executive Board. Retractable awnings may be installed in accordance with standards established by the Executive Board.

(16) Except as hereinafter provided, no animals, livestock and poultry of any kind shall be raised, bred or kept in any Unit or on the Common Facilities. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no more than three (3) pets are kept in any one Unit with a combined weight of less than or equal to 150 pounds; (ii) no animals shall be permitted in any portion of the Common Facilities except on a leash (no longer than six feet in length) maintained by a responsible person; (iii) the permitting of animals shall be subject to such rules and regulations as the Board may from

time to time promulgate, including, without limitation, the right to place limitations on the size and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iv) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Community or other Units or occupants.

(17) No commercial trucks, commercial trailers or commercial vans may be parked in an outdoor parking area of the Community for more than the time required to make a delivery or pickup from a Unit, or as part of the construction of any structure on a Unit. Motorcycles and/or recreational vehicles belonging to residents of the Community may be parked in indoor parking areas of the community at any time, but parking of such vehicles in outdoor parking areas of the Community is limited to no more than two (2) consecutive hours or four (4) hours total in any twenty-four (24) hour period. Minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles and/or motorcycles in any of the driveways of a Unit; provided, however, that damage to the Common Facilities caused by such minor repairs will be the responsibility of the Unit Owner in whose driveway the repairs were made.

(18) All repairs or maintenance to the roof, deck and shingles (not roof structure) doors and windows, exterior and facades of a Unit may only be done by the Association and not by the Unit Owner. The Unit Owner may install and maintain in good condition and repair, flowers outside of their Unit but only after receiving the prior written approval of the Executive Board. No Unit Owner may remove any landscaping or planting from the Common Facilities.

(19) No improvements, alterations, repairs, changes of paint colors, of light fixtures, excavations or other work which will alter the exterior appearance of any portion of the Unit or a Limited Common Facility from its natural or improved state shall be made or done except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board, except as otherwise expressly provided in the By-Laws. This provision shall also apply to size, location and color of signs, antennae, solar panels, awnings, lights, buildings, fences, walls or changes in grade of the Unit. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a Unit or otherwise outside of a Unit or any part thereof except with either the prior approval of sixty-seven (67%) percent of the Unit Owners or the prior approval of the Executive Board.

**(20) Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in the place provided for such purpose in such manner as may be prescribed from time to time in regulations established by the Executive Board. Each Unit Owner shall be responsible for the placement of trash containers and recycling containers at the curb of the public street on the date designated for pick up. Containers shall be removed from the curb promptly after pick up. Containers shall be stored at all other times inside of a dwelling or at such other location as prescribed by the Rules and Regulations of the Association.**

**(21) Reasonable rules and regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto.**

**(22) The Unit Owners for each Unit shall be required to install white or off-white window coverings for all windows that face any street. The Association may provide the specifications and clarifications for this.**

**(23) The Declarant has selected the mail boxes, lighting fixtures and house numbers that are used on the exterior of all Units.**

**(24) Unit Owners have the right to install an invisible fence or similar device to control pets. Prior to installation, the Unit Owner shall deliver to the Executive Board a plot plan showing the location of the invisible fence. The fence must be located in the rear of the building and cannot extend more than twenty feet (20') from the rear of the building and cannot extend beyond the side wall of the building. The Unit Owner shall be responsible for the restoration of any Controlled Facilities that are damaged during installation.**

**(25) Unit Owners shall not feed birds or other animals in any of the Common Facilities.**

**(26) In order to maintain a consistent appearance throughout The Fields of Nicholson and assure the proper safety of residents and visitors, no permanently affixed recreational equipment such as basketball hoops, hockey nets or the like shall be installed on Controlled Facilities (this includes driveways and yards). Portable equipment may be used provided it does not face the public right of way and is removed each day by dusk. The homeowner and not the Association shall be solely responsible for any injury or damage that occurs with respect to recreational equipment**

placed on Controlled Facilities.

(b) Leasing Restrictions At no time may more than forty-three (43) Units, or such lower number as may be required under FHA, Fannie Mae, Freddie Mac, VA or other government guidelines applicable to Planned Communities or Planned Unit Developments generally or to this community particularly, be leased at any one time. A Unit Owner may lease his or her Unit, but not less that the entire Unit at any time provided no more than 43 Units in the Association are leased. All rental units are subject to the following conditions:

- (1) All lease terms shall be for a minimum of one (1) year.
- (2) No subleasing by tenants of Unit Owners is permitted.
- (3) No unit may be rented as an Air B&B, Home Away or any other similar marketplace and hospitality service, vacation or short-term rental.
- (4) Any Unit Owner who intends to lease a Unit shall first request the consent of the Executive Board to rent. At the time the request to rent is submitted, the Executive Board shall advise if the rental limitation has been met. In such event, the Unit Owner will not be permitted the unit. Once the limitation has been met, the Executive Board shall maintain a waiting list of Unit Owners that desire to rent their Unit. At the termination of each lease and upon the change of tenants, the Unit Owner shall be required to again seek consent of the Executive Board to rent.
- (5) The Unit Owner shall provide the Executive Board with a written copy of every lease and renewals thereof within ten (10) days of execution of the lease or renewal. Failure of the Unit Owner to provide said lease within the ten (10) day period shall result in an assessment of a \$100.00 fine and shall become the personal obligation of the Unit Owner. The assessment, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Unit.
- (6) The Executive Board shall maintain a list of all Units rented which shall include the name and contact information of the tenants.
- (7) It shall be the Unit Owner's responsibility to insure that all tenants receive a copy of the Rules and Regulations of the Fields of Nicholson. Should a tenant demonstrate a disregard for the provisions of this Declaration and/or the Rules and Regulations, the Unit Owner shall be notified by the Executive Board. The Unit Owner shall be responsible for any fines or penalties imposed upon its tenant for violation(s) of the Rules and Regulations.
- (8) A Unit Owner shall be precluded from extending the tenancy

of any tenant that has violated the provisions of this Declaration and/or the Rules and Regulations, beyond that of the original lease. The Unit Owner shall not impose any direct liability on any lessee of a Unit to pay any common expense assessments on behalf of the Owner of that Unit.

### **ARTICLE III**

#### **Controlled Facilities; Obligations of Association; Limited Common Elements**

##### **Section 3.1 Controlled Facilities**

(a) The following shall be Controlled Facilities for purposes of Section 1.3.2(g), 3.2, 6.1, and other applicable sections of the Declaration unless otherwise specified below:

(1) The exteriors of all dwellings now or hereafter erected on a Unit and anything attached to said exteriors, (specifically excluding the items identified in Section 3.1 (b)(1), including, but not limited to, all brick, siding, paint, roofs (including roof deck and shingles, but excluding roof structure), gutters, thaw protection devices, downspouts, windows, doors, screens, porches, patios, balconies, decks, stairs, shutters, chimneys, flues, vents above roof lines, skylights, private underground sanitary storm lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flowerbeds, fences, driveways, access driveways, and structures.

(b) The following shall not be Controlled Facilities for the purposes of Section 3.2, 6.1 and other applicable sections of the Declaration unless otherwise specified:

(1) The interiors of dwellings, awnings, satellite dish antennas, sprinkler systems, walkways contained within a Unit, and any increase in size or improvement to decks, patios, driveways, and landscaping above what existed when a Unit was conveyed from the Declarant to the first owner.

(c) For purposes of Section 3.2(a)(5) only, "exterior of all dwellings" shall be understood to include foundations, load bearing walls, structural framing, subgrade plumbing, and exterior wall finish, in addition to all items specified as Controlled Facilities under Section 3.1 (a)(1).

##### **Section 3.2 Obligations of the Association with Regard to Controlled Facilities**

(a) The Controlled Facilities shall be maintained, improved, repaired, replaced, regulated, managed, or controlled by the Association. The Association shall be responsible for the following, without limitation, in connection with the Controlled Facilities:

(1) Grass cutting in front yards, rear yards beyond any privacy fences and side yards;

(2) Mulching of areas in front, side and rear yards as mulched originally by the Declarant;

(3) Snow removal of parking areas, sidewalks located along the public streets, driveways, access roads, and private streets and clubhouse parking areas. The Association shall not be responsible for snow removal on sidewalks only serving a Unit;

(4) Maintenance, repair and replacement of the landscaping and plants installed by the Declarant, except in the event the landscaping and plants installed by the Declarant are damaged by the negligence or willful acts of the Owners;

(5) Insurance as required by the Act and by Section 26.1 of the Declaration.

(b) The Association shall not be responsible for the following:

(1) The watering of lawns and shrubs. Unit Owners shall be responsible for watering of lawns and shrubs that are located within their Units;

(2) Any expense related to Controlled Facilities caused by the negligence or misconduct of any Unit Owner. The Association may undertake such maintenance, repair or replacement and assess that expense exclusively against the Unit.

### **Section 3.3 Other Obligations of Association**

(a) The Association shall be responsible for only those obligations imposed by the Act or by the Declaration. No provision in the Declaration shall be interpreted to limit the authority of the Association or the Executive Board to purchase insurance coverage pursuant to §5312(c) of the Act.

## **ARTICLE IV Assessments and Lien for Assessments**

### **Section 4.1 Assessment for Common Expenses**

(a) General Rule After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association. The budgets of the

Association shall segregate any Limited Common Expenses from General Common Expenses if and to the extent appropriate.

(b) Allocation and Interest Except for assessments under Subsection (c), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of General Common Expenses and in accordance with Subsection (c) in the case of special allocation of expenses. Any past due assessment or installment thereof shall bear interest at the rate of fifteen (15%) percent per year unless the Executive Board establishes a lower rate.

(c) Special Allocations of Expenses

(1) If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

(d) Reallocation If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

Section 4.2 Lien for Assessments

(a) General Rule The Association has a lien pursuant to Section 5315 of the Act on a Unit for any assessment levied against that Unit or fines imposed against its Unit owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Section 5302(a)(10), (11) and (12) of the Act (relating to power of Unit Owners Association) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Unit Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved Nothing in this Section shall be construed to prohibit actions or suits to recover sums for which Subsection (a) of Section 5315 of the Act creates a lien or to prohibit an association from taking a deed in lieu of foreclosure.

(c) Costs and Attorney Fees A judgment or decree in any



action or suit brought under Section 5315 of the Act shall include costs and reasonable attorney fees for the prevailing party.

(d) Statement of Unpaid Assessments The Association shall furnish to a Unit Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit and any credits of surplus in favor of his Unit or under Section 5313 (relating to surplus funds). The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner. The Association may charge a fee for providing the statement regarding assessments.

Section 4.3 Capital Improvements The Executive Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Facilities and improvements thereon, but any such special assessment shall require the approval of 51 % of the Association. Nothing herein shall limit the authority of the Executive Board to levy assessments for Common Expenses.

Section 4.4 Capital Improvement Fee In accordance with and subject to Section 5302(12) of the Act, upon the transfer of title to any Unit by a Unit Owner, a contribution shall be made by or on behalf of the purchaser to the Capital Improvement Fund of the Association in an amount equal to one-sixth (1/6) of the Annual Common Expense Assessment for that Unit for that year as determined by the Executive Board. The amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. The contribution to the Capital Improvement Fund shall be collected at the closing on any transfer of a Unit and shall constitute a lien against the Unit until collected and paid to the Association.

## ARTICLE V

### Allocation of Votes: Common Expense Liabilities: Maximum Number of Units

Section 5.1 Votes and Common Expense Liabilities Each Unit shall have one Vote in the Association equal to that Unit's Percentage Interest. Each Unit shall pay a percentage of the Common Expenses of the Association based upon that Unit's Percentage Interest subject to special allocations which shall be made by the Association and payable by Unit Owners pursuant to Section 5314(c) of the Act and Section 4.1(c) hereof. Attached is Exhibit "C" which shows the percentage of Common Expenses Liability of the Units.

Section 5.2 Lien and Personal Liability for Common Expense Liability The adoption of the budget, or any amended budget by the Executive Board, or any adoption or approval of any Capital Assessment or Special Unit Assessment or

other charge or fine permitted by the Declaration, By-Laws, Rules and Regulations or the Act, with an allocation of the percentage or amount due by a Unit or class of Units, shall be an assessment levied for such amount against such Units and a lien against the Unit(s) in accordance with Section 5315 of the Act and Section 4.2 from the time the assessment or fine becomes due which the Unit owner covenants and agrees to pay.

Section 5.3 Reallocation of Percentages Article XV states the formula to be used to reallocate the percentages of the allocated shares of Common Expenses of the Association and the percentage of votes in the Association among all Units included in the Planned Community after the addition of Additional Real Estate containing Units or the withdrawal of Withdrawable Real Estate.

## **ARTICLE VI**

### **Assessments For Controlled Facilities; Special Allocations**

Section 6.1 Special Allocation The costs for the duties performed in connection with Controlled Facilities by the Association as set forth in Article III and elsewhere in the Declaration shall be assessed as Common Expenses against the Units. If such a common expense related to controlled facilities is caused by the negligence or misconduct of any unit owner, the Association may assess that expense exclusively against his/her unit.

Section 6.2 General Rule Except to the extent otherwise provided by the Declaration, each Unit Owner is responsible for maintenance, repair and replacement of his Unit. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees access through the Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements or on any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair of the damage.

Section 6.3 Willful Damage If any damage to the Common Elements is caused by the willful or negligent act of a Unit Owner, or his family, guests, or invitees, the costs of repair or replacement shall be assessed against the Unit Owner.

Section 6.4 Special Unit Assessments If any Owner of a Unit fails to maintain his dwelling or anything attached thereto or any other part of his Unit except for matters for which the Association has responsibilities to a level equal to other similar Units in the Planned Community, the Executive Board, after reasonable notice and hearing, at which the Owner may be heard, shall have the right through the Association's agents and contractors and subcontractors to

perform such maintenance, replacement and repair upon such Unit as is appropriate to bring the Unit up to such standard. The Board shall levy an assessment against the Owner and his Unit to reimburse the Association for such expenses incurred and bring suit against the Owner for collection, costs, expenses and attorneys' fees. Any such assessment shall be due and payable on such date as the Board determines and gives reasonable notice thereof to the Owner. Any such Owner does hereby give a right of entry to the Association's agents, contractors and subcontractors to enter upon and into his Unit (including the dwelling) for the purpose of inspection and performance of the work upon reasonable notice.

**Section 6.5 Driveway to Unit** Any driveway situate upon a Unit which provides access to the garage of another Unit presently existing or hereafter created, may be used by that other Unit for ingress and egress to the Unit garage, and Declarant for itself, its successors and assigns hereby gives and grants to each such Unit Owner, his heirs and assigns, whose access to his garage is over such a driveway situate upon another Unit, a perpetual non-exclusive easement thereover for ingress and egress, pedestrian and vehicular, and by guests, invitees, and all others entering with permission of that Unit Owner to his garage in common with all other Unit Owners to whom access is provided to their garages over said driveway.

**Section 6.6 Party Walls**

(a) **General Rules of Law to Apply** To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the homes upon the properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Declarant, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and

restrictions.

(b) Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. The cost of reasonable repair and maintenance of a party fence shall be an expense of the Association.

(c) Destruction by Fire or Other Casualty If a party wall or party fence is destroyed or damaged by fire or other casualty and such damage is not otherwise covered by insurance, any Owner who has used the wall or fence must restore it and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with the Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE VII

### Membership in Association

Section 7.1 Membership Every Owner of a Unit shall be a member of the Association. Membership may not be separated from ownership of a Unit.

## ARTICLE VIII

### Payments, Subordination, Assignment

Section 8.1 Payments All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal installments as set by the Executive Board. All payments in advance on the first day of the month set forth in the assessment including Special Allocations. Special assessments shall be due and payable in one or more payments, in advance, on the first day of a month or months, as determined by the Executive Board.

**Section 8.2 Subordination of Certain Charges** To the extent not inconsistent with Section 4.2, any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act and which the Executive Board is hereby authorized to levy unless otherwise prohibited by the Declaration, shall be subordinate to the lien of a Mortgage on a Unit.

**Section 8.3 Assignment of Income Rights** The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

## **ARTICLE IX Enjoyment of Unit**

**Section 9.1 Enjoyment of Unit by Owner** The Owner of a Unit shall have the exclusive right to the enjoyment of the Unit and all improvements thereon, notwithstanding that a portion of the Unit may contain Controlled Facilities and subject to any rights of others as set forth in the Declaration and the rights and obligations of the Association as set forth in the Declaration and the Act. No Owner shall in any way interfere with, obstruct or impede the use of any Access Driveway or lateral or other driveway into the dwelling of another Owner.

## **ARTICLE X Utility Service Connections**

**Section 10.1 Utility Service Connections** The rights and duties of the Owners of Units within the Planned Community with respect to utility service connections, including sanitary and storm sewer, water, electric, gas and telephone lines and related facilities, shall be governed by the following: Wherever utility service connections, or any portion thereof, lie in or upon a Unit owned by another Unit Owner or upon the Common Facilities, the Owner of any Unit served by the connections shall have the right and license from time to time to enter upon the other Unit or the Common Facilities in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

(a) In the event of a dispute between Unit Owners with respect to the repair, replacement or maintenance of any connections, or with respect

to the sharing of the cost hereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Executive Board which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

**ARTICLE XI [DELETED]**

**ARTICLE XII [DELETED]**

**ARTICLE XIII [DELETED]**

**ARTICLE XIV [DELETED]**

**ARTICLE XV [DELETED]**

**ARTICLE XVI**

**Easements to Facilitate Completion and Expansion**

Section 16.1 Easement Without affecting the rights, if any, of each Unit Owner with respect to the use and enjoyment of the Common Elements, subject to the provisions of the Declaration, each Unit Owner and its agents, contractors and invitees shall have a non-exclusive access easement through the Common Elements as may be reasonably necessary for the purpose of construction, repair and renovation of the Owner's Unit.

Section 16.2 Utility Easements The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the 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 or the Additional Real Estate. The easements created in this Section shall include, without limitation, the rights of the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drainage lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements and to dedicate same for permanent maintenance. Notwithstanding the foregoing provisions of this Section, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of any dwelling.

**Section 16.3 Easement to Correct Drainage.** The Association reserves an easement on, over and under those portions of the Common Elements not located within a Dwelling for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, welfare and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action necessary to achieve this purpose, following which the Association shall restore the affected property as closely to its original condition as practicable.

**Section 16.4 [DELETED]**

## **ARTICLE XVII [DELETED]**

### **ARTICLE XVIII Easement for Encroachments**

**Section 18.1 Units or Common Element Encroachments** To the extent not inconsistent with the Act, to the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit Owner of liability in case of the Unit Owner's willful misconduct nor relieve a contractor, subcontractor or materialman or any other person of liability for failure to adhere to the plats and plans.

### **ARTICLE XIX Easement as to Encroachments of Dwelling**

#### **Section 19.1 Dwellings**

(a) To the extent that any common or party wall between dwellings encroaches upon an adjoining Unit, the encroaching Unit shall have a valid perpetual easement, to the extent of such encroachment, which shall inure to the benefit of such encroaching Owner, his heirs and assigns.

(b) If it becomes necessary or desirable to repair or rebuild the whole or any portion of said common or party wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining Unit Owner and if re-erected shall be built on the same spot on the same line and be of the same size and the same or similar material and of like quality. However, if the party wall is damaged by the act or omission of one Owner, that Owner shall be solely responsible for the entire repair and cost thereof.

(c) An Owner who, by his negligent or willful acts cause a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(d) This Article shall be perpetual, be a covenant running with the land, no part of the fee of the soil upon which the wall or other encroachment stands or is located shall pass.

(e) This Article shall not diminish any rights of an encroaching party under the laws of the Commonwealth of Pennsylvania with regard to party walls.

## **ARTICLE XX [DELETED]**

### **ARTICLE XXI Amendment of Declaration**

#### **Section 21.1**

(a) Amendment The Declaration may be amended in accordance with the Act.

(b) Limitation of Action to Challenge Amendment No action to challenge the validity of an amendment adopted by the Association under this Section may be brought more than one year after the amendment is recorded.

(c) Recording Amendment Every amendment to the Declaration shall be recorded in Allegheny County. An amendment is effective only upon recording.

(d) When Unanimous Consent or Declarant Joinder Required Except to the extent expressly permitted or required by other provisions of the Act, without unanimous consent of all Unit Owners affected, no amendment may create or increase special Declarant rights, alter the terms or provisions governing the completion or conveyance or lease of 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. In addition, no Declaration provisions pursuant to which any special Declarant rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment.



**(e) Officer Authorized to Execute Amendment**

Amendments to the Declaration required by this subpart to be recorded by the Association shall be prepared, executed, recorded and certified by an officer of the Association designated for that purpose or, in the absence of designation, by the President of the Association.

**(f) Technical Corrections** Except as otherwise provided in the Declaration, if any amendment to the Declaration is necessary in the judgment of the Executive Board to do any of the following:

(1) Cure an ambiguity;

(2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration or with this subpart; or

**Technical Corrections** Except as otherwise provided in the Declaration, if any amendment to the Declaration is necessary in the judgment of the Executive Board or Declarant to do any of the following:

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation;

(4) the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the planned community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms in this Subsection.

**ARTICLE XXII**

**Termination of Planned Community**

**Section 22.1 Requirements** The Planned Community may be terminated only by a vote of 80% agreement of Unit Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%.

**ARTICLE XXIII**  
**Rules and Regulations**

**Section 23.1 Adoption: Fines** The Executive Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations under the Declaration and law. The Executive Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Unit Owners, their families, guests, invitees and agents, unless cancelled or modified by vote of at least 67%. The Executive Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations.

**ARTICLE XXIV**  
**Limitation of Liability**

**Section 24.1 Standard of Conduct**

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

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

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

**Section 24.2 Good Faith Reliance** An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

**Section 24.3 Limited Liability** No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

**Section 24.4 Indemnification** To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, and any officer, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board or officer, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

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

**Section 24.5 Directors and Officers Liability Insurance** The Executive Board shall obtain insurance to satisfy the indemnification obligation of the

Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

## **ARTICLE XXV Violations**

**Section 25.1 Enforcement** The Association or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association (including reasonable attorneys' fees) shall be chargeable to the Unit Owner violating such provision, and shall constitute a lien on the Unit. Before an individual Unit Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Executive Board and the Association given a reasonable opportunity to take appropriate action.

## **ARTICLE XXVI Other Provisions**

### **Section 26.1 Insurance**

(a) The Association shall maintain, to the extent reasonably available, all of the following:

(1) Property insurance on the Common Facilities and Controlled Facilities to the extent the Controlled Facilities can be insured separately from a Unit, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(2) Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$3,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(b) The Unit Owner shall maintain the following Insurance on his or her Unit:

(1) Property insurance (including the Controlled facilities related to that Unit if they cannot be insured separately) insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.

(2) Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit (and the Controlled Facilities to the extent the Controlled Facilities cannot be insured separately from the Unit).

(c) Any portion of the Community for which insurance is required to be maintained by the Association by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

(1) The Community is terminated;

(2) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(3) 80% of the Unit Owners, including every owner of a Unit or assigned limited Common Facility which will not be rebuilt, vote not to rebuild.

(d) Any portion of the Community for which insurance is required to be retained by the Unit Owner by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless:

(1) The Community is terminated;

(2) (ii) Repair or replacement would be illegal under any state or local health or safety statute or ordinances; or

(3) 80% of the Unit Owners, including every owner of a Unit or assigned Limited Common Facility which will not be rebuilt, vote not to

rebuild.

The cost of repair or replacement of these portions of the Units or the assigned Limited Common facilities in excess of insurance proceeds is the Unit Owner's expense. The Unit Owner's insurance shall list the Association as an additional insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been sent to the Association. If the Unit Owner does not promptly repair or replace the Unit or assigned limited Common Facilities, the Association may demand that all of the proceeds of the insurance be paid to the association.

**Section 26.2 Severability** Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect. In the event the Act creating planned communities is declared invalid, a common law community services association shall exist.

**Section 26.3 Waiver of Use** No member may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges hereof, by abandonment of his Unit or by any conveyance or covenant severing the rights and benefits from the Unit. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Owner at the time of the assessment levy not subject to set-off or counterclaim.

**Section 26.4 Person and Gender** As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

**Section 26.5 Implied Rights** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

**Section 26.6 Matters of Dispute** Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Executive Board, which determination shall be final, subject to the right of any party to proceed to Alternative Dispute Resolution. As further set forth in the By Laws of the Association, prior to bringing any litigation against another unit owner or against the

Association, a Unit Owner shall submit the dispute to the Alternative Dispute Resolution program offered by the Association.

Section 26.7 Conflict with Declaration In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

THE FOREGOING FOURTEENTH AMENDMENT TO THE DECLARATION OF FIELDS OF NICHOLSON PLANNED COMMUNITY was duly adopted by the unanimous vote of the Executive Board at a meeting duly held for that purpose on the 26th day of July, 2019.

IN WITNESS WHEREOF, the said Fields of Nicholson Owners' Association has executed these presents on this 15th day of August, 2019.

ATTEST: FIELDS OF NICHOLSON OWNERS' ASSOCIATION

Mary Elizabeth Freshman By: Anthony E. Ryzinski  
President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 15th day of August, 2019, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared Anthony E. Ryzinski, who being duly sworn according to law deposes and says that he is the President of Fields of Nicholson Planned Community Owners' Association, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and seal

Bradley S. Dornish  
Notary Public  
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Bradley S. Dornish, Notary Public  
Allegheny County  
My commission expires October 26, 2021  
Commission number 1041729  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

## LIST OF EXHIBITS

EXHIBIT “A” – LEGAL OPINION

EXHIBIT “B” – PLATS AND PLANS

EXHIBIT “C” – UNIT IDENTIFYING NUMBERS, VOTING  
RIGHTS INTERESTS, AND COMMON EXPENSE  
LIABILITY PER EXISTING UNIT



## EXHIBIT "A"

Granor & Granor, PC  
721 Dresher Road  
Suite 1000  
Horsham, PA 19044

(215) 830-1100

Bernard Granor, Esq., of counsel  
Marshal S. Granor, Esq.  
Michael J. Higgins, Esq.

July 15, 2019

To The Executive Board of  
The Fields of Nicholson Owner's Association  
c/o Bradley Dornish, Esq.

Via email to: BDornish@dornish.net

RE: Fields of Nicholson Planned Community

### **Legal Opinion Regarding Fourteenth Amended Declaration of Planned Community of Fields of Nicholson Planned Community**

Dear Board Members and Attorney Dornish:

You have asked us to provide a legal opinion regarding the ability of the Executive Board of The Fields of Nicholson Owner's Association to adopt and record the Fourteenth Amendment to the Declaration of Fields of Nicholson Planned Community.

By way of background, Fields of Nicholson Planned Community was formed in accordance with the Pennsylvania Uniform Planned Community Act, Title 68 PA C.S.A. Section 5101 *et. seq.* (the "UPCA") by the recording a Declaration of Planned Community with the Department of Real Estate of Allegheny County at DBV12602 Page 453, and as further amended thirteen times, as more particularly set forth in the proposed Fourteenth Amendment.

The Association of Unit Owners, known as The Fields of Nicholson Owner's Association, is governed by an Executive Board (the "Board"). The Board has discovered discrepancies internally in the Declaration and its thirteen Amendments, and also wishes to avoid confusion by removing all references to the Declarant. The Board has also found provisions of the Declaration and its thirteen amendments which it believes are contrary to the provisions of the UPCA.

Section 5219 (f) of the UPCA, entitled "Corrective Amendments" permits the Executive Board to adopt amendments to the Declaration of Planned Community if the amendment "is necessary in the judgment of the executive board to cure any ambiguity or to correct or supplement any provision of the declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision thereof" [or with this Section of the UPCA]... "then, at any time and from time to time, the executive board may at its discretion effect an appropriate

corrective amendment without the approval of the unit owners or the holders of any liens on all or any part of the planned community, upon receipt by the executive board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this subsection.”

I have not previously represented the Association or any of the Executive Board members and, therefore, may be considered independent legal counsel for the purpose of offering this opinion under Section 5219(f) of the Act. Therefore, I have provided this legal opinion in accordance with the requirements of the UPCA.

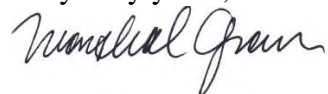
I have reviewed the Fourteenth Amendment to the Declaration and have compared it with the original Declaration and all thirteen Amendments.

I have confirmed that the Declarant of this planned community is no longer involved and therefore all references to the Declarant may be removed. I have confirmed that the provisions of the original Declaration and the thirteen Amendments are properly included, consolidated and restated in this Fourteenth Amendment.

Further, it is my opinion that the proposed Fourteenth Amendment to the Declaration of Planned Community appropriately corrects a number of typographical errors and inconsistencies among Sections of the Declaration and its amendments, and between the Declaration as amended and the UPCA. It is also my opinion that the Executive Board possesses the power to take action on its own, without a vote of the unit owners, to adopt this proposed Fourteenth Amendment to the Declaration.

I am pleased to have been able to assist the Executive Board and counsel in this matter. Please let me know if you need any further information or have any questions about the content of this opinion letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Marshal Granor".

Marshal Granor, Esq.

EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAN & MICHAEL, INC. ...

DAN & MICHAEL, INC. ... COMMONWEALTH OF PENNSYLVANIA ...

BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC ...

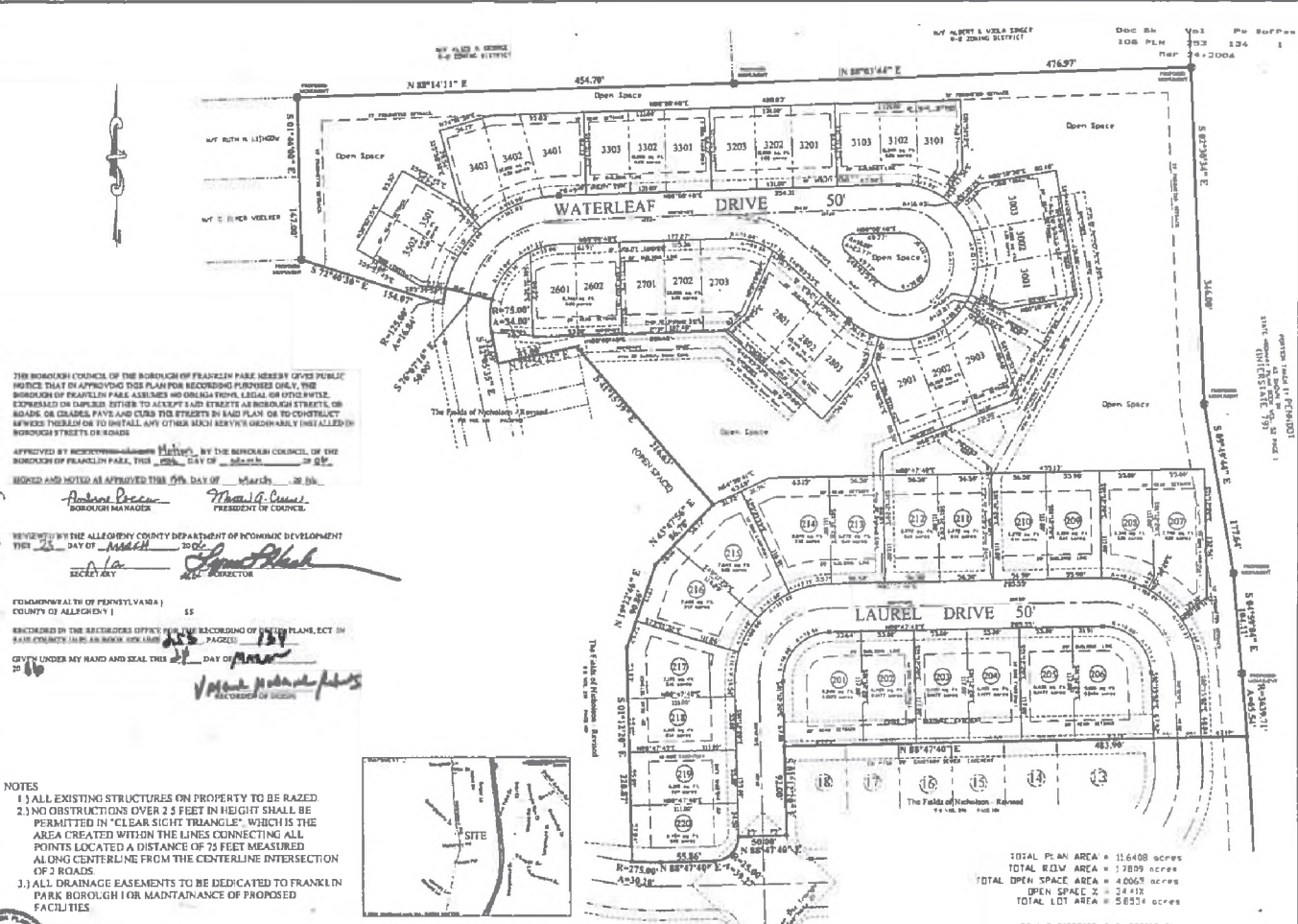
WITNESSED TO AND SUBSCRIBED BEFORE ME THIS DAY ...

WE, DAN & MICHAEL, INC. ... WITNESSES ...

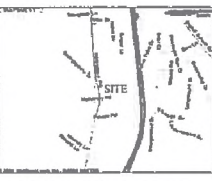
LED TRAINER, A PROFESSIONAL LAND SURVEYOR ...

APPROVED BY THE PLANNING COMMISSION OF THE BOROUGH OF FRANKLIN PARK ...

CORPORATION SURVEYOR ENGINEER FRANKLIN PARK BOROUGH ALLEGHENY COUNTY RECORDER OF DEEDS



NOTES 1) ALL EXISTING STRUCTURES ON PROPERTY TO BE RAZED ...



OWNER/DEVELOPER: DAN & MICHAEL, INC. ENGINEER/SURVEYOR: E.A. THANER & ASSOCIATES

DRAWING NO. RP-1 THE FIELDS OF NICHOLSON - Phase 2 SITUATE IN FRANKLIN PARK BORO., ALLEGHENY COUNTY, PA

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAN & MICHAEL, INC. SIGNATURE HOOKS & CORPORATE INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, BY VIRTUE OF A RESOLUTION BY THE BOARD OF DIRECTORS...

REVIEWED BY THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT... 11-131-0164

RECORDED IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE OF THE COUNTY OF ALLEGHENY... 11-131-0164

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED ITS CORPORATE SEAL TO BE AFFIXED BY THE HAND OF ITS PRESIDENT AND ONE TO BE AFFIXED BY ITS SECRETARY...

BEFORE ME this 13th day of August 2011, a Notary Public in and for said Commonwealth of Pennsylvania, County of Allegheny and Borough of Franklin Park, Pennsylvania, I have personally known and examined the said Dan & Michael, Inc. and its authorized officers and representatives...

WITNESS MY HAND AND NOTARIAL SEAL THIS 13th DAY OF August 2011...

MY COMMISSION EXPIRES ON 12/31/2012...

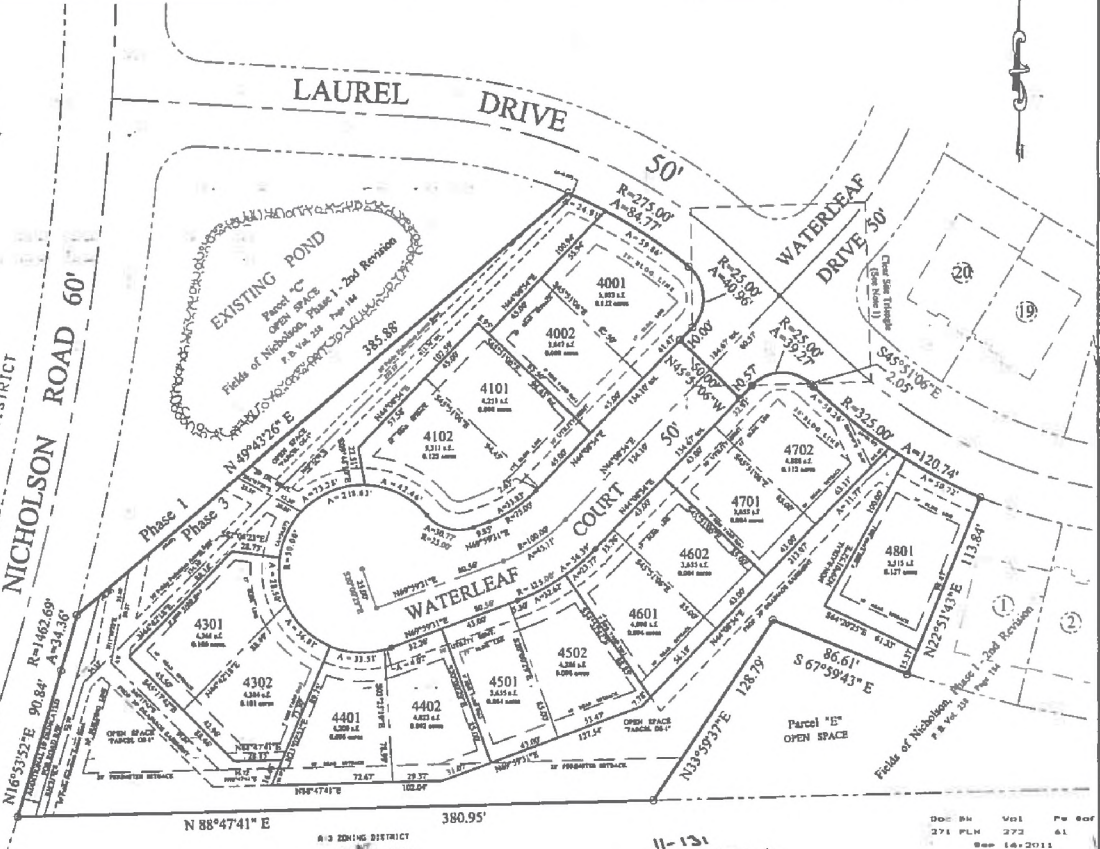
WE, DAN & MICHAEL, INC. SIGNATURE HOOKS AND OWNERS OF THE FIELDS OF NICHOLSON PHASE 1 DO HEREBY CERTIFY THAT THE TITLE OF THIS PROPERTY IS THE SAME AS THAT SHOWN ON THE PLANS AND RECORDS...

WE, E.P.S. BANK, MORTGAGE OF THE PROPERTY CONTAINED IN THE PLANS OF NICHOLSON PHASE 1 DO HEREBY CONSENT TO THE RECORDING OF SAID PLAN AND TO THE EXERCISES AND ALL NECESSARY APPLICANCES OF SAID PLAN...

L. JOHN JEROME SCHLEICHER, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY AND PLAN IS CORRECT AND ACCURATE...



LOCATION MAP N.T.S.



ZONING DISTRICT: R-3, RESIDENTIAL  
TOTAL PLAN AREA = 2.7729 acres 120,788 s.f.  
TOTAL R.O.W. AREA = 0.4236 acres 18,452 s.f.  
TOTAL OPEN SPACE AREA = 0.8470 acres 36,896 s.f.  
OPEN SPACE % = 30.5%  
TOTAL LOT AREA = 1.5023 acres 65,440 s.f.

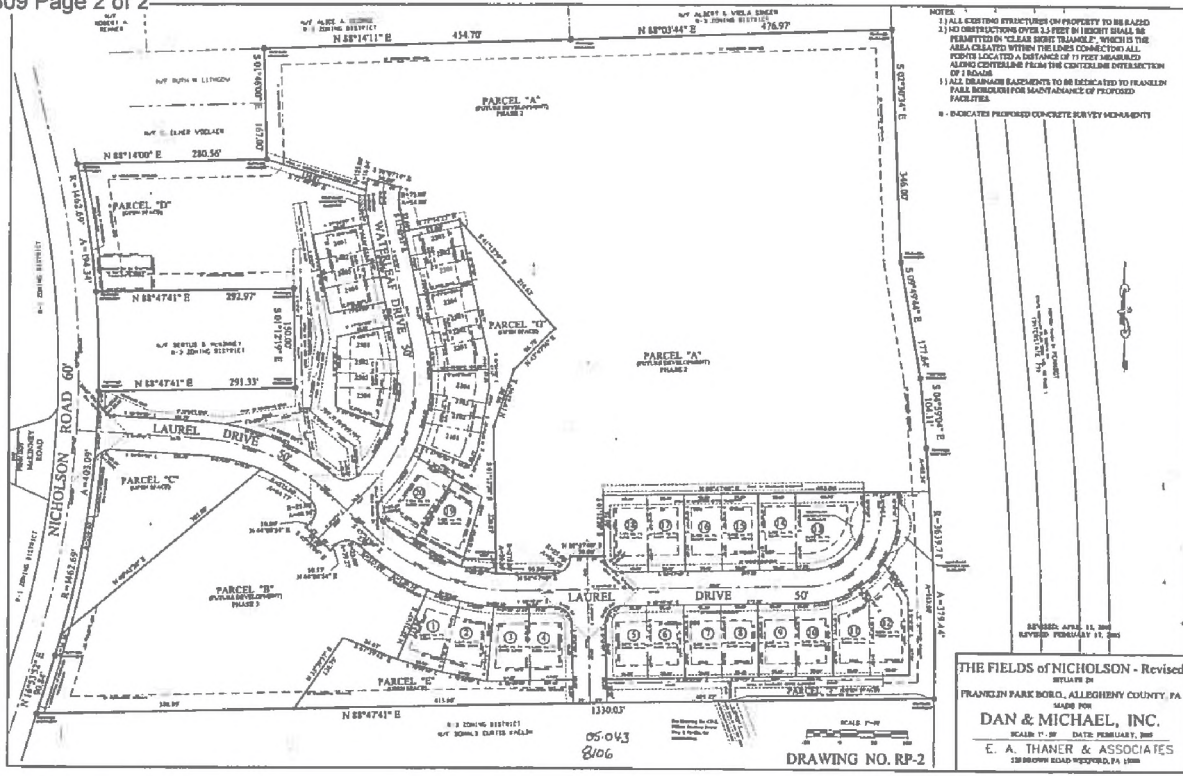
- NOTES:  
1.) NO OBSTRUCTIONS OVER 2.5 FEET IN HEIGHT SHALL BE PERMITTED IN "CLEAR SIGHT TRIANGLE", WHICH IS THE AREA CREATED WITHIN THE LINES CONNECTING ALL POINTS LOCATED A DISTANCE OF 75 FEET MEASURED ALONG CENTERLINE FROM THE CENTRAL INTERSECTION OF 2 ROADS.  
2.) ALL DRAINAGE GUTTERS TO BE DEDICATED TO FRANKLIN PARK BOROUGH FOR MAINTENANCE OF PROPOSED FACILITIES.

# - INDICATES PROPOSED CONCRETE SURVEY MONUMENTS

DATE	BY	REMARKS
4-22-11	EMR	Engineer & Staff Comments
7-27-11	EMR	Final Check Print

THE FIELDS OF NICHOLSON, PHASE 3  
FRANKLIN PARK BORO., ALLEGHENY CO. PA.  
DAN & MICHAEL, INC.

E.A. THANER & ASSOCIATES  
A GIBSON THOMAS COMPANY  
991 OLD PERRY HIGHWAY WEXFORD, PA 15090  
TEL: 724-955-8188 FAX: 724-955-8189



SHOW ALL MEN BY THESE PRESENTS THAT WE, DAN & MICHAEL, INC., AN INCORPORATED CORPORATION...

DAN & MICHAEL, INC., AN INCORPORATED CORPORATION, HEREBY CERTIFIES AND AGREES TO AND BY THESE PRESENTS DOES RELEASE AND FOREVER DISCHARGE SAID COMMONWEALTH OF PENNSYLVANIA...

IN WITNESS WHEREOF THE SAID CORPORATION HAS CAUSED ITS CORPORATE SEAL TO BE AFFIXED BY THE HAND OF ITS PRESIDENT AND NAME TO BE ATTESTED BY ITS SECRETARY THIS 10th DAY OF July, 2008.

COMMONWEALTH OF PENNSYLVANIA COUNTY OF ALLEGHENY

BEFORE ME THIS 10th DAY OF July, 2008, A NOTARY PUBLIC IN AND FOR SAID COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF ALLEGHENY, PERSONALLY APPEARED DAN & MICHAEL, INC., AN INCORPORATED CORPORATION...

EXCERPT TO AND SUBMITTED BEFORE ME THIS DAY WITH MY HAND AND NOTARIAL SEAL THIS 10th DAY OF July, 2008.

MY COMMISSION EXPIRES THIS 31st DAY OF July, 2010.

WE, DAN & MICHAEL, INC., AN INCORPORATED CORPORATION AND OFFICERS OF THE FIELD OF NICHOLSON ADVISED DO HEREBY CERTIFY THAT THE TITLE OF THIS PROPERTY IS IN THE NAME OF DAN & MICHAEL, INC., AN INCORPORATED CORPORATION...

WE, DAN & MICHAEL, INC., AN INCORPORATED CORPORATION HEREBY CERTIFIES AND AGREES TO AND BY THESE PRESENTS DOES RELEASE AND FOREVER DISCHARGE SAID COMMONWEALTH OF PENNSYLVANIA...

ED THANER, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN CORRECTLY REPRESENTS THE LOTS, LOTS, STREETS, AND HIGHWAYS AS SERVED AND PLATTED BY ME FOR THE OWNERS AND OR AGENTS...

ROBERT A. HERZICKY, P.E., A REGISTERED PROFESSIONAL ENGINEER, THE BOULDER ENGINEER OF THE BOULDER OF FRANKLIN PARK, DO HEREBY CERTIFY THAT THE SURVEY PLAN SHOWS ALL THE DIMENSIONS AND CORNER ELEVATIONS OF THE BOULDER SUBDIVISION AND ADJOINS ORDINANCES EXCEPT AS DEPARTURES HAVE BEEN AUTHORIZED BY THE APPROVAL AUTHORITY...

APPROVED BY THE PLANNING COMMISSION OF THE BOULDER OF FRANKLIN PARK THIS 12th DAY OF July, 2008.

THE BOULDER ENGINEER OF THE BOULDER OF FRANKLIN PARK HEREBY CERTIFIES THAT THE SURVEY PLAN SHOWS ALL THE DIMENSIONS AND CORNER ELEVATIONS OF THE BOULDER SUBDIVISION AND ADJOINS ORDINANCES EXCEPT AS DEPARTURES HAVE BEEN AUTHORIZED BY THE APPROVAL AUTHORITY...

REVIEWED BY THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT THIS 27th DAY OF July, 2008.

RECORDED IN THE RECORDS OFFICE FOR THE ALLEGHENY COUNTY, PLANNING ACT IN SAID COUNTY IN PLAN BOOK VOLUME 250, PAGE 187.



LOCATION MAP NOT TO SCALE

OWNER/DEVELOPER: DAN & MICHAEL, INC. 1840 PERRY HIGHWAY WEFORD, PA 15089

ENGINEER/SURVEYOR: E.A. THANER & ASSOCIATES 18 BROWN ROAD WEFORD, PA 15089 PE (02) 000186 FAX (412) 941-1418

TOTAL PLAN AREA = 26.2235 acres
DEDICATED TO R/W AREA = 0.1417 acres
PARCEL "A" AREA = 116428 sqft
PARCEL "B" AREA = 27546 sqft
PARCEL "C" AREA = 07420 sqft
PARCEL "D" AREA = 24467 sqft
PARCEL "E" AREA = 6319 sqft
PARCEL "F" AREA = 2752 sqft
PARCEL "G" AREA = 2370 sqft
PHASE 1 AREA = 116844 sqft
PHASE 1 R/W AREA = 27397 sqft
PHASE 1 OPEN SPACE AREA = 4921 sqft
PHASE 1 OPEN SPACE % = 4.3%
TOTAL PHASE 1 LOT AREA = 43496 sqft
ZONING DISTRICT: R-3, RESIDENTIAL

05 04 J 806

THE FIELDS of NICHOLSON - Revised
FRANKLIN PARK BORO, ALLEGHENY COUNTY, PA
MADE FOR DAN & MICHAEL, INC.
SCALE: as shown DATE: JANUARY, 2008
E. A. THANER & ASSOCIATES
18 BROWN ROAD WEFORD, PA 15089

Logos for CORPORATION, NOTARY PUBLIC, SURVEYOR, ENGINEER, FRANKLIN PARK BOULDER, ALLEGHENY COUNTY, RECORDER OF DEEDS.

DRAWING NO. RP-1

**EXHIBIT "C"**

**SCHEDULE OF UNIT IDENTIFYING NUMBERS WITH VOTING RIGHTS INTEREST AND  
COMMON EXPENSE LIABILITY PERCENTAGES PER EXISTING UNIT**

<b>Identifying Number</b>	<b>Unit Type</b>	<b>Percentage</b>
2101	Executive Town Home	0.9124
2102	Standard Town Home	.08212
2103	Standard Town Home	.08212
2104	Executive Town Home	0.9124
2201	Executive Carriage Home	1.00365
2202	Executive Carriage Home	1.00365
2301	Executive Carriage Home	1.00365
2302	Executive Carriage Home	1.00365
2401	Deluxe Town Home	1.0036
2402	Deluxe Town Home	1.0036
2403	Deluxe Town Home	1.0036
2501	Executive Town Home	0.9124
2502	Standard Town Home	.08212
2503	Standard Town Home	.08212
2504	Executive Town Home	0.9124
2601	Executive Carriage Home	1.00365
2602	Executive Carriage Home	1.00365
2701	Deluxe Town Home	1.0036
2702	Deluxe Town Home	1.0036
2703	Deluxe Town Home	1.0036
2801	Executive Carriage Home	1.0036
2802	Executive Carriage Home	1.0036
2901	Executive Carriage Home	1.0036
2902	Executive Carriage Home	1.0036
3001	Executive Carriage Home	1.0036
3002	Executive Carriage Home	1.0036
3101	Executive Carriage Home	1.0036
3102	Executive Carriage Home	1.0036
3201	Executive Carriage Home	1.0036
3202	Executive Carriage Home	1.0036
3301	Executive Carriage Home	1.0036
3302	Executive Carriage Home	1.0036
3401	Executive Carriage Home	1.0036
3402	Executive Carriage Home	1.0036
3501	Executive Carriage Home	1.0036
3502	Executive Carriage Home	1.0036
3601	Executive Carriage Home	1.0036

<b>Identifying Number</b>	<b>Unit Type</b>	<b>Percentage</b>
3602	Executive Carriage Home	1.0036
3701	Executive Carriage Home	1.0036
3702	Executive Carriage Home	1.0036
3801	Executive Carriage Home	1.0036
3802	Executive Carriage Home	1.0036
4001	Executive Carriage Home	1.0036
4002	Executive Carriage Home	1.0036
4101	Executive Carriage Home	1.0036
4102	Executive Carriage Home	1.0036
4301	Executive Carriage Home	1.0036
4302	Executive Carriage Home	1.0036
4401	Executive Carriage Home	1.0036
4402	Executive Carriage Home	1.0036
4501	Executive Carriage Home	1.0036
4502	Executive Carriage Home	1.0036
4601	Executive Carriage Home	1.0036
4602	Executive Carriage Home	1.0036
4701	Executive Carriage Home	1.0036
4702	Executive Carriage Home	1.0036
1	Deluxe Carriage Home	1.0949
2	Deluxe Carriage Home	1.0949
3	Deluxe Carriage Home	1.0949
4	Deluxe Carriage Home	1.0949
5	Deluxe Carriage Home	1.0949
6	Deluxe Carriage Home	1.0949
7	Deluxe Carriage Home	1.0949
8	Deluxe Carriage Home	1.0949
9	Deluxe Carriage Home	1.0949
10	Deluxe Carriage Home	1.0949
11	Deluxe Carriage Home	1.0949
12	Deluxe Carriage Home	1.0949
13	Deluxe Carriage Home	1.0949
14	Deluxe Carriage Home	1.0949
15	Deluxe Carriage Home	1.0949
16	Deluxe Carriage Home	1.0949
17	Deluxe Carriage Home	1.0949
18	Deluxe Carriage Home	1.0949
19	Deluxe Carriage Home	1.0949
20	Deluxe Carriage Home	1.0949



<b>Identifying Number</b>	<b>Unit Type</b>	<b>Percentage</b>
201	Deluxe Carriage Home	1.0949
202	Deluxe Carriage Home	1.0949
203	Deluxe Carriage Home	1.0949
204	Deluxe Carriage Home	1.0949
205	Deluxe Carriage Home	1.0949
206	Deluxe Carriage Home	1.0949
207	Deluxe Carriage Home	1.0949
208	Deluxe Carriage Home	1.0949
209	Deluxe Carriage Home	1.0949
210	Deluxe Carriage Home	1.0949
211	Deluxe Carriage Home	1.0949
212	Deluxe Carriage Home	1.0949
213	Deluxe Carriage Home	1.0949
214	Deluxe Carriage Home	1.0949
215	Deluxe Carriage Home	1.0949
216	Deluxe Carriage Home	1.0949
217	Deluxe Carriage Home	1.0949
218	Deluxe Carriage Home	1.0949
219	Deluxe Carriage Home	1.0949
220	Deluxe Carriage Home	1.0949
4801	Single Family Home	1.0949