

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

for

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GRANDVIEW ESTATES,

A PLANNED COMMUNITY

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Township of Richland
County of Allegheny
Commonwealth of Pennsylvania

Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA

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I CERTIFY THIS
DOCUMENT RECORDED
ALLEGHENY COUNTY PA

Mail to:

August A. Barrante
7805 McKnight Road
Pittsburgh, Pa 15237

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR

GRANDVIEW ESTATES, A PLANNED COMMUNITY

Township of Richland
County of Allegheny
Commonwealth of Pennsylvania

THIS DECLARATION (hereinafter "Declaration"), is made the 17th day of June, 2001, by Richland Properties, L.P. a Pennsylvania Limited Partnership, hereinafter referred to as "Declarant" with an office at 7805 McKnight Road, Pittsburgh, Pennsylvania, 15237.

ARTICLE I.
SUBMISSION

1.1 Name: County: Description. Richland Properties L.P., its successors and assigns, (the "Declarant"), owner in fee simple of the real estate described in Exhibit "A" attached hereto (the "Land"), consisting of approximately one hundred, seven and one half (107.5) acres, located in the Township of Richland, Allegheny County, Pennsylvania, hereby submits the real estate, together with the building and improvements thereon erected and the easements, rights and appurtenances thereunto belonging (the "Property"), subject to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et seq., as amended by Senate Bill No. 1175, signed into law on March 24, 1998, (the "Act"), and hereby creates a residential planned community consisting of 175 Lots and known as the Grandview Estates (the "Planned Community").

1.2 Easements and Licenses. The Property as so submitted presently is subject to a number of easements, rights-of-way, and appurtenances identified on the plots and plans previously/or to be recorded, but not limited to:

- (a) easements for all utilities, such as water lines, sanitary sewers and storm sewers; and
- (b) access easements to open space; and
- (c) road right-of-way easements.

ARTICLE II.
DEFINITIONS

2.1 Terms Defined or Used in the Act. Terms used herein and in the Plats and Plans have the meanings specified or used for such terms in Section 5103 or elsewhere unless otherwise defined herein.

(a) "*Association*" means and refers to Grandview Estates Homeowners Association, Inc., a Pennsylvania nonprofit corporation, its successors and assigns.

(b) "*Affiliate of a Declarant*" means those persons described in Section 5103 of the Act.

(c) "*Common Expense Liability*" means the liability for common expenses allocated to each Lot under Section 5208 of the Act (relating to allocation of votes and Common Expense Liabilities).

(d) "*Common Expenses*" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes general Common Expenses and Limited Common Expenses, if any.

(e) "*Common Facility*" means any real estate within a planned community which is owned by the Association or leased to the Association. The term does not include a Lot.

(f) "*Controlled Facility*" means any real estate within a Planned Community, whether or not a part of a Lot, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(g) "*Declaration*" means this document.

(h) "*Executive Board*" means the body, regardless of name, designated in the Declaration to act on behalf of the Association.

(i) "*General Common Expenses*" means all Common Expenses other than Limited Common Expenses.

(j) "*Identifying Number*" means a symbol or address that identifies only one Lot in a planned community.

(k) "*Person*" means a natural person, corporation, partnership, association, trust, other entity or any combination thereof.

(l) "*Residential Purposes*" means being used for dwelling or recreational purposes, or both.

(m) "*Residential Subtenant*" means an individual lawfully occupying real estate for residential purposes under a sublease.

(n) "*Residential Tenant*" means an individual lawfully occupying real estate for residential purposes under a lease.

(o) "*Special Declarant Rights*" means rights reserved for the benefit of a Declarant to:

(1) complete improvements indicated on plats and plans filed / or to be filed with the Declaration under Section 5209 (relating to limited common facilities)

(2) convert convertible real estate in a flexible planned community under Section 5211 (relating to conversion and expansion of flexible planned communities);

(3) add additional real estate to a flexible planned community under Section 5211

(4) withdraw withdrawable real estate from a flexible planned community under Section 5212 (relating to withdrawal of real estate);

(5) convert a Lot into two or more Lots, common facilities or controlled facilities or into two or more Lots and common facilities or controlled facilities;

(6) maintain offices, signs and models under Section 5217 (relating to Declarant offices, models and signs);

(7) use easements through the common facilities or controlled facilities for the purpose of making improvement within the planned community or within any convertible or additional real estate under Section 5218 (relating to easement to facilitate completion, conversion and expansion);

(8) cause the planned community to be merged or consolidated with another planned community under Section 5223 (relating to merger or consolidation of planned community);

(9) make the planned community part of a larger planned community or group of planned communities under Sections 5222 (relating to master associations) and 5223;

(10) make the planned community subject to a master association under Section 5222;

(11) appoint or remove an officer of the Association or a master association or an executive board member during any period of Declarant control under Section 5303 (relating to executive board members and officers).

(p) "Lot" means a physical portion of the planned community designated for separate ownership or occupancy, the boundaries of which are described pursuant to Section 5205(a)(5) (relating to contents of declaration), of the planned community and any portion of which may be designated by this declaration as part of the controlled facilities.

(q) "Lot Owner" means the Declarant or other persons or entity who owns a Lot in the planned community. The term does not include a person or entity having an interest in a Lot solely as security for an obligation.

ARTICLE III. BUILDINGS; LOTS; BOUNDARIES; TYPES

3.1 Plats and Plans: Lots/Common Facilities. The location and dimensions of all improvements and land comprising the Planned Community and the location of Lots and Common Facilities of the Planned Community are shown on the Plats and Plans, previously recorded /or to be recorded.

3.2 Architectural Control Committee. The Declarant shall initially appoint an Architectural Control Committee and shall fill any vacancies in said Committee prior to the conveyance of the first Lot. Membership of the Architectural Control Committee shall thereafter be governed as set forth in Article 13:1.

3.3 Building Plans Approval. No building shall be erected, placed or altered on any Lot until the construction plans have been approved by the Architectural Control Committee. If the approval process has not been completed within thirty (45) days of submission, the plans shall be deemed approved.

3.4 Setback Requirement. Building setback lines shall be maintained in compliance with the requirements of Richland Township, and its subdivision and land development ordinances.

3.5 Zoning. The zoning ordinance and all regulations passed by Richland Township municipal government shall apply to the development of this land and any revisions or amendments to such ordinance and regulations shall be applicable as well.

3.6 Construction Period:

(a) Every purchaser of a building lot, except those lots sold or owned by the Declarant, is required to commence the erection of a residence within twelve (12) months of settlement on the respective lot. The Architectural Control Committee may waive this requirement by giving written notice of such waiver to such Lot owner.

(b) Both the Declarant's contractor and the builders for Owners of Lots shall maintain their respective work area in good condition.

(c) Fine grading, and seeding shall be completed within six (6) months of completion of dwelling.

(d) Service pavements and driveways shall be completed within (12) months of completion of dwelling.

3.7 Above Ground Structures. All above-ground structures, including but not limited to tennis courts, basketball courts and related structures, tool storage and garden sheds, greenhouses or any other out buildings, attached or unattached, or any other above-ground improvement structure, shall not be constructed without the prior written approval of the Architectural Control Committee. All requests for such improvements and/or structures shall be submitted in writing to the Architectural Control Committee concerning such requests. All decisions of the Committee concerning such requests shall be final, and shall be made within (45) days from submittal, otherwise final approval shall be considered as granted.

3.8 Plan Changes. No substantial changes shall be made in the approved building plans prior to the occupancy of any dwelling house located on a lot without the prior written approval of the Architectural Control Committee.

3.9 Exterior Changes After Occupancy. After the initial occupancy of any dwelling house located on a Lot, any erection of a structure (including but not limited to fences, walls and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a lot shall not be done until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and finished ground elevation topography, by the Architectural Control Committee. In the event the Committee fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV.

IDENTIFICATION OF LOTS, VOTES, ALLOCATION OF COMMON FACILITY INTERESTS AND COMMON EXPENSE LIABILITIES

4.1 Allocation of Common Facility Interest, Votes and Common Expense Liabilities. Each Lot Owner shall be entitled to have one (1) vote for each Lot owned by such Owner. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such persons among themselves may determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any such joint Owners shall designate and register with the secretary of the

Association the name of that Owner entitled to cast such single vote. The Common Expense Liability of each Lot shall be assessed in accordance with each Lots Voting Interest.

ARTICLE V.
DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON FACILITIES

5.1 Common Facilities. The Common Facilities are the open spaces as marked on the Plan, and lots where common facilities are located.

5.2 Conveyance of Common Facilities to Association. No later than after conveyance of 75 % of the Lots or such earlier time as determined in the discretion of Declarant, the area set forth in Section 5.1 above, all of which is open space, will become a Common Facility and will be conveyed to the Association by the Declarant, which obligation to convey will be binding upon Declarant and any successor-in-interest of Declarant. Prior to conveyance to the Association, the Declarant will retain ownership of the Common Facilities. The conveyance to the Association will be in consideration of \$1.00. Upon conveyance, the Common Expense Liability of the Lot Owners will be initiated and assessed.

ARTICLE VI. EASEMENTS

6.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 5216 (encroachments), 5217 (Declarant's use of portions of buildings for sales purposes) and 5218 (to facilitate Declarant's work) and other provisions of the Act, and in Section 8.16 of this Declaration, the following easements are hereby created:

(a) *Utility Easements*: The Common Facilities and Lots shall be 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, including security systems, and as may be necessary or desirable to serve any portion of the Property. The easements created in this Article 6.1(a) shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, and drain lines, telephone wires and equipment, television equipment electrical wires, conduits and facilities (cable or otherwise), equipment and ducts and vents over, under, through, along and on the Common Facilities and Lots.

(b) *Ingress and Egress*: Each Lot Owner has a non-exclusive easement to access and use of the Common Facilities, subject to rules, regulations and restrictions established by the Association.

(c) *Renovation Easement*: Until such time as Declarant's Control Period expires, to the extent permitted under the Act, Declarant shall have an easement through the Lots and Common Facilities for the purpose of completing the renovations, if any, of the Planned Community, including the right to relocate, replace and install any gas lines, pipes and conduits, water mains and pipes, sewer, and drain lines, telephone wires and equipment, television equipment electrical wires, conduits and facilities (cable TV, security systems or otherwise), equipment and ducts and vents over, under, through, along and on the Lots and Common Facilities.

(d) *General Easement*: A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Declarant, its agents, servants, licensees, invitees, its heirs, successors and assigns for the purposes incidental to development, construction and marketing by the Declarant, its heirs, successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the

Declarant, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the Declarant.

6.2 Common Facilities Easements in Favor of the Association. The Common facilities shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Facilities.

6.3 Rights of the Association. In addition to any other rights which the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, as any of the foregoing may be amended from time to time hereafter, the Association shall have the right to grant permits, licenses and easements for utilities and other purposes reasonably necessary or usefully for the maintenance or operation or use of the Common Facilities or any part thereof.

ARTICLE VII. AMENDMENT OF DECLARATION

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

7.1 Rights of Declarant. No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

7.3 Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned community projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Lot Owners, 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 sentence. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due execution and acknowledgement by one or more officers of the Board.

7.4 Termination. Subject to the limitations imposed by Section 5220 of the Act, termination of this Planned Community requires the prior written approval of all Lot Owners, provided, however, in the event of substantial destruction or substantial taking by eminent domain of the Property then the Planned Community may be terminated with agreement of Lot Owners of Lots which have at least (80%) percent of the votes in the Association.

ARTICLE VIII. PROTECTIVE COVENANTS

8.1 Residential Use. No Lot shall be used for any purpose, primary incidental, other than single-family residential use except as may be shown on the recorded Plan.

8.2 Dwelling Size. All dwellings constructed upon Lots within the Plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches:

(a) any ranch, split-level or split-entry type dwelling shall contain not less than twelve hundred fifty (1,250) square feet of finished living area; and

(b) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than fourteen hundred (1,400) square feet of finished living area.

8.3 Garage Size. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least two (2) standard sized automobiles side by side.

8.4 Building Materials. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, stucco, natural wood, vinyl/aluminum siding or, in the discretion of Declarant, similar type products provided, however, that the following are expressly prohibited: composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot excluding concrete poured wall type foundation. The roofing of all structures shall be constructed only of slate, ceramic, terra cotta, cedar shake, flat roofs and standing seam roofs, or asphalt or fiberglass dimensional or straight tabbed materials.

8.5 Driveways. All driveways shall be constructed of hard surface materials such as poured concrete, brick or asphalt and shall be paved within twenty four (24) months of the occupancy of the dwelling.

8.6 Sidewalks. All Lots must have a sidewalk parallel to the roadway along the complete front of the Lot, consisting only of poured concrete constructed by the Lot Owner or his/her contractor. Sidewalk shall be install prior to occupancy of the dwelling, weather permitting or within nine months of occupancy. The maintenance and replacement shall be the responsibility of the Lot Owner.

8.7 Exterior Post Lamp and Mailbox. Each Owner shall install in the front yard area of the Lot a self-illuminating exterior post lamp. The design of exterior lamppost and mailbox shall be designated and approved by the Declarant.

8.8 Detached Structures. Subject to the other limitations contained in this Declaration and the limitations contained in applicable laws and ordinances, detached structures shall be constructed on a Lot only if entirely with the entire buildable area, provided that such structure shall be constructed of the same materials, including the roof and exterior finish thereof, as that of the permitted dwelling structure on such Lot.

8.9 Seedlings and Plantings. The Owner of each Lot shall be required to seed the entire front, both sides and a minimum distance of fifteen (15) feet from the rear of the dwelling. In addition, any area beyond the minimum distance of fifteen (15) feet from the dwelling which is disturbed during construction must be seeded. Such planting shall be completed within twelve (12) months after substantial completion of such dwelling or structure or enlargement thereof and all disturbed areas shall be seeded within six (6) months of the completion of construction, weather permitting. Each Owner shall be required to plant one tree, a minimum of 1½-2 inch diameter per lot, said trees to be planted in the front yard. The trees shall be deciduous trees. Each Owner shall be required to plant a minimum of ten (10) shrubs in the front yard of the Lot.

8.10 Further Rights of Architectural Control Committee. The Architectural Control Committee has the right to approve or disapprove the plans for any dwelling, structure or other improvements placed on each Lot, as well as make any exceptions to these covenants, conditions and restrictions as the Declarant shall deem necessary and proper. The Architectural Control Committee's written approval shall be required on the face of the plan before the commencement of any construction. The Architectural Control Committee, by approving any plans for any dwelling, structure, or other improvements, does not warrant, assure, insure or otherwise guarantee, and makes no representations whatsoever, expressed or implied, as to the engineering, architectural and/or construction accuracy or fitness as to any such plans and does not create any expressed or implied warranties as to the plans or the dwelling, structure or improvements constructed in accordance with same.

8.11 Vehicles. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked any location within the Lot. Passenger automobiles and pick-up trucks other than utility vehicles and commercial vans and trucks may be parked only within garages or on the driveway of a Lot. Motorcycles, trailers, boats and recreational vehicles may be parked only within a garage. Commercial vans, trucks, and utility trucks and other types of commercial vehicles shall be permitted to be parked on the driveways of Lots, provided such parking shall occur only for such duration as may be necessary for the purpose of delivery, construction, remodeling and repair.

8.12 Activities on Lot. No dangerous, unlawful, or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The owner of each Lot shall maintain such Lot and all improvements thereon, including landscaping in a safe, clean, trim and sanitary manner and in good repair and order and in strict accordance with this Declaration and with the Richland Township ordinances and county and state regulations and statutes.

8.13 Radio and Television Antennae and Dishes. No facilities, including satellite dishes, exceeding eighteen (18) inches in size, poles and wires for the transmission of electrical energy, telephone messages, broadcasts, radio and the like, shall be placed or maintained above the surface of the ground on any Lot. All utility lines shall be underground, and no external or outside lines or antennas of any kind shall be erected, except temporary lines by the Declarant during the period of construction or development. No temporary structure, trailer, garage or building in the course of construction shall be used temporarily or permanently as a residence of any Lot.

8.14 Signage. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five (5) square feet advertising the Lot or dwelling structure for sale, or signs used by Declarant to advertise the Lot during the construction and the sales period.

8.15 Animals. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except that four (4) domestic animals as household pets may be kept in accordance with municipal laws and ordinances and provided they are maintained within the dwelling structure and are not kept, bred or maintained for any commercial purpose.

8.16 Garbage and Refuse Disposal. No lumber, materials, bulk material, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved structure. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8.17 Utilities. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded Plan. Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lots and grade the portion of such Lot adjacent to such street, but there shall be no obligation on Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

8.18 Fencing. No fencing—except as required if the Owner installs a swimming pool shall be permitted unless approved by the Declarant and/or the Architectural Control Committee. In the event fencing is permitted, it shall be limited to side and rear fencing located not closer to the front street than the rear of the residence or dwelling located upon the premises and shall not exceed a height of four (4) feet. No non-clad or barbed wire, metal, chain link, or cyclone fences are permitted. Ornamental walls are only permitted with the prior written approval of the Architectural Control Committee. Fenced dog runs are not permitted.

8.19 The Association. All homeowners and/or Lot owners within the subdivision shall be members of the Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes. The Declarant shall not be assessed any dues, assessments or fees for any unsold Lots (including, but not limited to, vacant property or unsold houses) remaining in the development at any time.

8.20 Open Spaces. All open spaces depicted on the recorded and approved Plots and Plans, true and correct copies of which were previously recorded, shall remain in perpetuity as open spaces and shall be available for use by the members of the Association. Other than any work or construction necessary for providing utilities, all open space shall remain in a natural state with no structures to be built on them or otherwise to be graded for fields, nor shall forested area be harvested. Dumping of grass or other materials upon open spaces is prohibited. To the extent any such dumping of foreign materials in the open space shall occur, the Association shall be obligated to have it removed. Under no circumstances and notwithstanding any other section hereunder, may these restrictions on open space be modified or amended.

8.21 Trash Racks in Open Spaces. It shall be the duty and obligation of the Association to maintain and keep clean, at its expense, all trash racks installed in open spaces to prevent any blockage or obstruction of storm water run off. In the event the Association fails to fulfill this obligation, it agrees to reimburse Richland Township for the reasonable cost of such work. Under no circumstances and notwithstanding any other section hereunder, may the obligations in this section be ever reduced or made lesser in terms of prevention of storm water blockage or obstruction.

ARTICLE IX. POWERS OF THE EXECUTIVE BOARD

9.1 General. The Executive Board shall have the following powers:

- (a) Adopt and amend bylaws and rules and regulations.

(b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Lot Owners.

(c) Hire and terminate managing agents and other employees, agents and independent contractors.

(d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Planned Community.

(e) Make contracts and incur liabilities.

(f) Regulate the use, maintenance, repair, replacement and modifications of common facilities.

(g) Cause additional improvements to be made as a part of the common facilities, and only to the extent permitted by the Declaration, to the controlled facilities.

(h) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but common facilities may be conveyed or subjected to a security interest only under the provisions of Section 5318 of the Act (relating to conveyance or encumbrance of common facilities).

(i) Grant easements, leases, licenses and concessions through or over the common facilities and, only to the extent permitted by the Declaration, the controlled facilities.

(j) Impose and receive payments, fees or charges for the use, except as limited by other provisions of this subpart, rental or operation of the common facilities other than the limited common facilities described in Section 5202(2) and (3) of the Act (relating to Lot boundaries).

(k) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the Association.

(l) Impose reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by Section 5407 of the Act (relating to resale of Lots) which shall be one charge that may be made by the Association solely because of the resale or retransfer of any Lot or statement of unpaid assessments.

IN ADDITION, AN ASSOCIATION MAY IMPOSE A CAPITAL IMPROVEMENT FEE, BUT NO OTHER FEES, ON THE RESALE OR TRANSFER OF LOTS IN ACCORDANCE WITH THE FOLLOWING:

(1) THE CAPITAL IMPROVEMENT FEE FOR ANY LOT SHALL NOT EXCEED THE ANNUAL ASSESSMENTS FOR GENERAL COMMON EXPENSE CHARGED TO SUCH LOT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OF THE ASSOCIATION; PROVIDED THAT:

(A) IN THE CASE OF RESALE OR TRANSFER OF A LOT CONSISTING OF UNIMPROVED REAL ESTATE, THE CAPITAL IMPROVEMENT FEE SHALL NOT EXCEED ONE-HALF OF THE ANNUAL ASSESSMENTS FOR GENERAL COMMON EXPENSES

CHARGED TO SUCH LOT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OF THE ASSOCIATION; AND

(B) IN THE CASE OF RESALE OR TRANSFER OF A LOT WHICH WAS EITHER CREATED OR ADDED TO THE PLANNED COMMUNITY IN ACCORDANCE WITH SECTION 5311 (RELATING TO CONVERSION AND EXPANSION OF FLEXIBLE PLANNED COMMUNITIES) AT SOME TIME DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OF THE ASSOCIATION BUT WAS NOT IN EXISTENCE FOR THE ENTIRE FISCAL YEAR, THE CAPITAL IMPROVEMENT FEE SHALL NOT EXCEED ONE-HALF OF THE ANNUAL ASSESSMENTS FOR GENERAL COMMON EXPENSES CHARGED TO A LOT COMPARABLE TO SUCH LOT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OF THE ASSOCIATION.

(II) CAPITAL IMPROVEMENT FEES ALLOCATED BY THE ASSOCIATION MUST BE MAINTAINED IN A SEPARATE CAPITAL ACCOUNT AND MAY BE EXPENDED ONLY FOR NEW CAPITAL IMPROVEMENTS OR REPLACEMENT OF EXISTING COMMON FACILITIES, AND MAY NOT BE EXPENDED FOR OPERATION, MAINTENANCE OR OTHER PURPOSES.

(III) NO CAPITAL IMPROVEMENT FEE SHALL BE IMPOSED ON ANY GRATUITOUS TRANSFER OF A LOT BETWEEN ANY OF THE FOLLOWING FAMILY MEMBERS; SPOUSES, PARENT AND CHILD, SIBLINGS, GRANDPARENT AND GRANDCHILD.

(IV) NO FEES MAY BE IMPOSED UPON ANY PERSON WHO;

(A) ACQUIRES A LOT CONSISTING OF UNIMPROVED REAL ESTATE AND SIGNS AND DELIVERS TO THE ASSOCIATION AT TIME OF SUCH PERSON'S ACQUISITION A SWORN AFFIDAVIT DECLARING THE PERSON'S INTENTION TO RECONVEY SUCH LOT WITHIN 18 MONTHS OF ITS ACQUISITION; AND

(B) COMPLETES SUCH RECONVEYANCE WITHIN SUCH 18 MONTHS.

(m) Provide for the indemnification of its officers and executive board and maintain "directors and officers" liability insurance.

(n) Exercise any other powers conferred by this subpart, the Declaration or Bylaws.

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

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

(q) Assign its right to future income, including the right to receive common expense assessments, to borrow money only to the extent the Declaration expressly provides.

9.2 Restrictions on Limitations in Declaration. Notwithstanding Section 9.1 above, the Association may not impose limitations on the power of the Association to deal with Declarant which are more restrictive than the limitations imposed on the power of the Association to deal with other persons.

Any exercise of a power under subsection 9.1(g), (h) or (i) which would materially impair quiet enjoyment of a Lot shall require the prior written approval of the Owner of that Lot.

ARTICLE X.
INDEMNIFICATION

10.1 Fiduciary Duty. 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.

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

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

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

(c) a committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence. An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

10.3 Limited Liability.

(a) The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless any such person has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 10.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

(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 interests of the Association.

(d) 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.

(e) To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his having been a member and/or officer of the Executive Board, 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 guilty of 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 interest 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 Lot Owners set forth in this subparagraph (e) shall be paid by the Association on behalf of the Lot 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 Lot Owners or otherwise.

(f) The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Lot Owners set forth in subparagraph (e) above, if and to the extent available.

ARTICLE XI.

BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

11.1 Annual Payments. Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable within thirty (30) days of written request to a Lot Owner for the same. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, during such period of time as determined by the Executive Board. All Lots shall be allocated an annual assessment at the time the Lot is conveyed from the Declarant, or an assignee of the Declarant, to a homebuyer. Under no circumstances, shall Declarant be required to pay any Common Expense assessments, annual assessments or special assessments on any Declarant owned property or Lots, built or unbuilt.

11.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a)(10), (11) and (12) of the Act shall be subordinate to the lien of a Permitted Mortgage on a Lot.

11.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance of the Common Facilities, and any other expenses, charges or costs which the Executive Board may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the treasurer. During the period of Declarant control, there are no limitations on

expenditures for the maintenance, repair or replacement of the Common Facilities, and any other expenses, which the Executive Board may incur or expend. After the period of Declarant control has expired or otherwise has been terminated by Declarant, there shall be no structural alterations, capital additions to, or capital improvements on, the Common Facilities (other than for purposes of repairing, replacing and restoring portions of the Common Facilities) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of the Lot Owners entitled to cast 66 2/3 percent of the votes of all Lot Owners.

11.4 Reserve. Each annual budget for Common Facilities shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for contingencies.

11.5 Accounting. On or before the first day of April of each calendar year commencing the year after the first dwelling is constructed and sold, the Executive Board shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

11.6 Special Assessments. If any annual budget proves inadequate for any reason including nonpayment of any Lot Owner's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Lot Owners according to each Lot Owner's Voting Interest in the Common Facilities. Such further assessment shall be payable in one or more monthly payments during such period of time as the Board may determine. The Executive Board shall serve notice of such further assessment on all Lot owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

11.7 Acceleration. If a Lot Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act, Declaration herein contained, or the By-Laws, accelerate all other payments of charges and assessments due for the calendar year in which such default occurs; provided, however, a foreclosing Permitted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority over mortgage liens in the Act.

11.8 Interest and Charges. All sums assessed by the Executive Board against any Lot Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate provided by the Act from the fifth (5th) day following default in payment of any installment when due. Any delinquent Lot Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest and late charges, shall be deemed to constitute part of the delinquent assessment and shall be a lien against the Lot of the delinquent Lot Owner and collectible as such subject to Article 11.2 above.

11.9 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited

to each Lot Owner, said credits to be applied to the next annual assessment of Common Expenses due from said Lot Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE XII
INSURANCE; CONDEMNATION

12.1 Generally. The Executive Board, to the extent reasonably available, shall acquire and pay for insurance to be written by insurers licensed in Pennsylvania and having a Best's Insurance Rating of "B" general policyholder's rating and III financial size category or an "A" general policyholder's rating, or their equivalent if such rating is no longer available in the amounts as required by the Act in addition to and subject to the following:

(a) Board's Discretion. Such insurance as the Executive Board deems advisable in the operation, and for the protection of the Common Facilities.

(b) Property and Casualty Limits. Comprehensive public liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, for personal injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Lot Owners from any liability to the public or to the Lot Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Facilities or any part thereof.

(c) Forms. The Executive Board may obtain such other forms of insurance as the Board shall elect to effect including Board members and officers liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

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

(e) Securing Policies. The Board shall use its best efforts to secure policies providing that the policies cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners or any officer or employee of the Board or managing agent, if any, without prior demand in writing that the Board or managing agency, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.

(f) Personal Property. Insurance coverage on the finishing and other items of personal property belonging to a Lot Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such Lot Owner.

(g) Attorney in Fact. The Executive Board is hereby irrevocably appointed as attorney-in-fact for each Lot Owner and for each holder of a mortgage or other lien upon a Lot and for each owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in this Section including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

12.2 General Insurance Provisions.

(a) Provisions. All policies of insurance carried under Article 12.1 shall:

(i) provide that they shall not be canceled or modified without at least 10 days prior written notice to all whose interests are covered thereby, including, without limitation, the holders of Permitted Mortgages in the case of policies of property and fidelity insurance;

(ii) provide that the policy is primary coverage and that the coverage afforded thereby shall not be affected or diminished or result in contribution by reason of any additional insurance separately carried by any Lot Owner or by any other person or entity;

(iii) provide that the insurer shall not have the option to restore the insured premises in lieu of making cash payment of the proceeds;

(iv) provide that each Lot Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Facilities or membership in the Association and that no act or omission by any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition of recovery under the policy.

Duplicate originals of all such insurance policies and renewals shall be delivered by insurers (at least 30 days prior to the renewal in case of each renewal) to the Executive Board, and duplicate originals or certificates or memoranda of insurance shall be issued by the insurers to all others whose interests are covered thereby, including without limitation the holders of Permitted Mortgages in the case of property and fidelity insurance.

(b) Premiums. No Lot Owner shall do or permit any act, which would void or impair the coverage afforded by said policies or would result in an increase in the premium therefore; and any Lot Owner not complying therewith shall be liable to the Association for the amount of any such increase.

(c) Notice of violation. If the insurance required by Article 12.1 of this Declaration is not maintained at any time, the Association shall promptly give each Lot Owner written notice of that *fact*.

12.3 Condemnation:

(a) Disposition. If all or part of the Common Facilities are acquired in whole or in part by a power in the nature of eminent domain, the award shall be paid to the Association and distributed, after any restoration or repair, as provided in Section 5107© of the Act.

(b) Notice. Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Facilities, by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Executive Board and each Lot Owner shall be entitled to notice thereof and the Executive Board shall, and each Lot Owner at his expense may, participate in such proceedings.

(c) Acquisition of part of a Lot. If part of a Lot is acquired by eminent domain, the award shall compensate the Lot Owner for the reduction in value of the Lot portion so acquired provided however that if, as part of a Lot acquired, controlled facilities are taken which benefit other Lots, the portion of the award attributable to the interest of the other Lots in the controlled facilities taken shall be paid to the Association.

ARTICLE XIII.
DECLARANT'S RIGHTS

13.1 Control:

(a) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, one member of the five member Executive Board shall be elected by Lot Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of fifty (50%) percent of the Lots to Lot Owners other than Declarant, two members of the Executive Board shall be elected by Lot Owners other than Declarant.

(c) Not later than the earlier of (i) five (5) years after the date of the first conveyance of a Lot, or (ii) one hundred twenty (120) days after seventy-five (75%) percent of the Lots are conveyed to Lot Owners other than Declarant, all members of the Executive Board shall resign and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new five (5) member Executive Board, at least a majority of whom must be Lot Owners.

(d) In determining whether the period of Declarant's Control has terminated pursuant to Section 13.1(c) or whether Lot Owners other than Declarant are entitled to elect members of the Executive Board under Section 13.1(a) and Section 13.1(b), the percentage of Lots conveyed shall be that percentage which would have been conveyed if all Lots Declarant has built or reserved the right to build in this Declaration were included in the Planned Community.

13.2 Special Declarant Rights. Anything in this Declaration or in the Bylaws to the contrary notwithstanding, Declarant reserves certain rights (collectively, the "Special Declarant Rights") as follows:

(a) Declarant reserves the unrestricted right to sell any Lots which it continues to own after the recording of this Declaration;

(b) Declarant shall have the right to maintain in the Planned Community both sales and management offices and signs advertising sales and leasing of Lots in the Planned Community; and

(c) Declarant reserves the unrestricted right, as it deems appropriate, to complete all improvements to the Common Facilities, if any, provided, however, that the Declarant will endeavor not to interfere with the use of any Lot in connection therewith.

13.3 Assignment. Any one or more of the Special Declarant Rights, as created and reserved under this Article or elsewhere received by Declarant hereunder may be assigned by Declarant to any other party in connection with any financing provided to Declarant, and such assignment shall be effective as to all persons or parties affected thereby if at such time the instrument evidencing such transfer is executed both by the transferor and the transferee of the subject Special Declarant Rights and is recorded in the Office of the Recorder of Deeds in and for Allegheny County. The holder of any mortgage obligation encumbering the Declarant's interest in the Planned Community may succeed to the Special Declarant Rights, whether or not the Declarant has assigned the Special Declarant Rights to the holder of such mortgage. No such Mortgagee shall be liable for any acts or omissions of the Declarant relating to the Special Declarant Rights and arising prior to (i) such Mortgagee exercising its rights under the preceding

sentence or (ii) such Mortgage's acceptance of a specific assignment of the Special Declarant Rights and succeeding to the Declarant's rights hereunder.

13.4 Transfer of Declarant's Rights. Declarant reserves the right pursuant to Section 5304 of the Act to transfer Declarant's rights.

ARTICLE XIV.
GENERAL PROVISIONS

14.1 Enforcement. The conditions and restrictions contained in this Declaration and in any addendum to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Declarant or by the Owner of any Lot in the development or by Richland Township each of which shall have the legal standing and right to enforce this Declaration by specific performance, injunction or action for damages, in law or in equity or under applicable statute. Violation of any of the provisions contained herein is hereby declared and agreed to be a nuisance, which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provision.

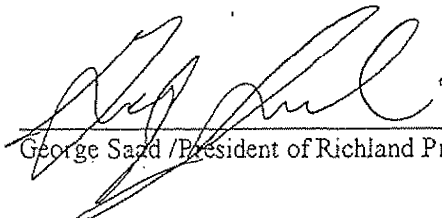
14.2 Covenants Running With the Land. These covenants set forth in this Declaration shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by sixty seven (67) percent of the Lot Owners has been recorded agreeing to change said covenant in whole or in part.

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

14.4 Supplement. These conditions, covenants, obligations and restrictions shall be in addition to any applicable provisions of the Act or of any present or future zoning law or ordinance, and no provision hereof shall be deemed to authorize any action in violation of the Act or of any such present or future law or ordinance.

IN WITNESS WHEREOF, Richland Properties, Inc. the General Partner of Richland Properties, L.P. a Pennsylvania Limited Partnership, the Declarant herein, has executed this Declaration by and through its President on this 18th day of June, 2001

Richland Properties, L.P. a Pennsylvania
Limited Partnership, by Richland Properties, Inc.


George Sazd / President of Richland Properties, Inc.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

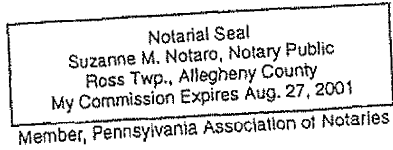
On this, the 18th day of June, 2001, before me, the undersigned officer, personally appeared George Saad who acknowledged himself to be President of Richland Properties, Inc. the General Partner of Richland Properties, L.P. a Pennsylvania Limited Partnership, and that he as such representative being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires:



All that certain piece, parcel, or tract of land situate in the Township of **Richland**, County of Allegheny, and Commonwealth of Pennsylvania; said plot being bounded and described as follows (from field survey completed on December 15 1999, in comparison to available deeds as recorded in the Allegheny county court house D.B.V. 9543 page 544) to-wit:

BEGINNING at a point common to property now or formerly of Joseph and Ruth Wiseman property and the property described herein located at concrete monument in the north west corner of the property described herein; thence along the line dividing the property of now or formerly Joseph and Ruth Wiseman and the property described herein **South 89 48'49" East**, and the distance of 1428.16 feet to a point; thence by a line dividing the Richland Township and the West Deer Township **South 00 54'00" East** and the distance of 1705.99 feet to a point; thence **North 73 09'58" West** and the distance of 205.73 feet; thence **North 64 06'45" West** and the distance of 265 feet to a point, thence **South 25 53'15" West** and the distance of 230.92 feet to a point, thence by an arc curving to the left having a radius of 50 feet and an arc length of 80.52 feet to a point, thence by an arc curving to the right having the radius of 1125 feet and an arc length of 44.55 feet to a point, thence **South 64 06'45" East** and the distance of 529.36 feet to a point, thence by a line dividing the Richland Township and the West Deer Township **South 00 54'00" East** and the distance of 1407.22 feet to a point; thence by a line dividing the Fawn Haven subdivision number two and the property described herein **South 89 19'25" West** and distance of 154.32 feet to a stone monument; thence by a line dividing now or formerly Peoples Natural Gas Company and the property described herein **North 00 21'00" West** and the distance of 64.54 feet to a point; thence by a line dividing now or formerly Peoples Natural Gas Company and now or formerly Lichy subdivision as recorded in the court house of Allegheny in plan book volume 180 page 17 and the property described herein **North 77 12'28" West** and the distance of 1169.42 feet to a Stone monument; thence by a line **South 02 02'50" West** and the distance of 336.78 feet to a point; thence by a line dividing now or formerly Floyed Turner and the property described herein **South 89 18'23" West** and the distance 182.25 feet to a point; thence by a line dividing the Orchard Park Meadows subdivision and Wyncroft subdivision and the property described herein **North 00 06'44" East** and the distance of 3484.51 feet being the point of beginning.

Containing the total area of 107.513 acres or 4,683,266 square feet.

Exhibit -A-

**Amendment No. 1
to the
Declaration of Covenants, Conditions and Restrictions
For
Grandview Estates, A Planned Community**

This Amendment No. 1 to the Declaration of Covenants, Conditions and Restrictions for Grandview Estates, A Planned Community dated June 21, 2001 is adopted as of October 3, 2005.

WITNESSETH:

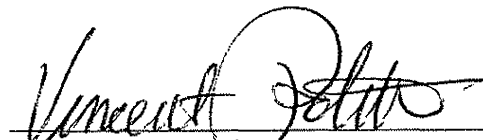
WHEREAS, the Officers of the Association wish to propose an amendment to Article VIII, Section 8.18 Fencing to read as follows:

8.18. Fencing.

No fencing shall be permitted unless approved by the Declarant and/or the Architectural Control Committee. Fencing installations shall be limited to side and rear fencing located not closer to the front street than the rear half of the residence or dwelling located upon the premises and shall not exceed a height of four (4) feet from grade, unless an approved swimming pool exists, the fence shall not exceed a height of six (6) feet from grade and shall be contained to around the swimming pool area. No non-clad or barbwire, metal, chain link, or cyclone fences are permitted. Ornamental walls are only permitted with the prior written approval of the Architectural Control Committee. Fenced dog runs are not permitted.

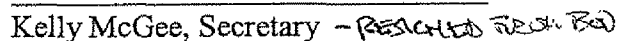
Address: Lori Road
Gibsonia, PA 15044
(Township of Richland)

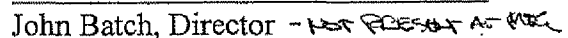
Original Declaration Recorded
At: Deed Book Volume 1078,
Page 303.


Vince Politi, President


Jim Oakes, Vice President


Jim Ostrosky, Treasurer


Kelly McGee, Secretary - RECALLED FROM BO


John Batch, Director - NOT PRESENT AT ME

JUN 27 2006

**Amendment No. 2
to the
Declaration of Covenants, Conditions and Restrictions
For
Grandview Estates, A Planned Community**

This Amendment No. 2 to the Declaration of Covenants, Conditions and Restrictions for Grandview Estates, A Planned Community dated June, 2001, is adopted as of March 4, 2006.

WITNESSETH:


WHEREAS, the Officers of the Association wish to propose an amendment to Article VIII, Section 8.8 Detached Structures to read as follows:

8.8. Detached Structures.


Subject to the other limitations contained in this Declaration and the limitations contained in applicable laws and ordinances, detached structures (specifically liveable additions and garages, excluding sunrooms) shall be constructed on a Lot only if entirely with the entire buildable area, provided that such structure shall be constructed of the same materials, including the roof and exterior finish thereof, as that of the permitted dwelling structure on such Lot.



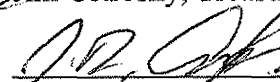
Vince Politi, President



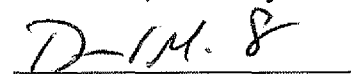
Mark Stafura, Vice President



Jim Ostrosky, Treasurer



Jim Oakes, Secretary



Dave McSwigan, Director

Declaration: DBV 11078, P. 303
Township: Richland
Address: Lori Road, Gibsonia PA 15044

JUN 27 2006

**Amendment No. 3
to the
Declaration of Covenants, Conditions and Restrictions
For
Grandview Estates, A Planned Community**

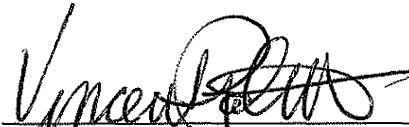
This Amendment No. 3 to the Declaration of Covenants, Conditions and Restrictions for Grandview Estates, A Planned Community dated June 2001, is adopted as of March 4, 2006.

WITNESSETH:

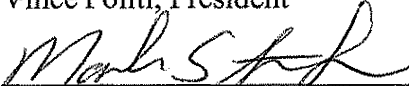
WHEREAS, the Officers of the Association wish to propose an amendment to Article VIII, Section 8.3 Garages to read as follows:

8.3. Garages.

All dwelling structures on the Lots shall have, at the time of construction, attached or integral garages of such width to park at least two (2) standard sized automobiles side by side. Additional garage constructions shall be subject to the other limitations contained in this Declaration and the limitations contained in applicable laws and ordinances.




Vince Politi, President



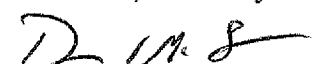
Mark Stafura, Vice President



Jim Ostrosky, Treasurer



Jim Oakes, Secretary



Dave McSwigan, Director