

DECLARATION
OF PURPOSE AND REGULATION
OF
THE HEIGHTS OF NORTH PARK HOMEOWNERS ASSOCIATION

ARTICLE I
DEFINITIONS

Section 1.01 "Association" Association shall mean and refer to THE HEIGHTS OF NORTH PARK HOME OWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation, its successors and assigns. Shall also mean "Community Association"

Section 1.02 "Board of Directors" Board of Directors shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

Section 1.03 "By-Laws" shall mean and refer to the By-Laws of the THE HEIGHTS OF NORTH PARK HOME OWNERS ASSOCIATION, INC.

Section 1.04 "Charges" shall mean those levies, assessments or sums payable by the owners in the Community from time to time upon notification by the Community Association, as provided herein, the obligation to pay such charges to be deemed to be a covenant running with the land. Each assessment shall be separate and payable by the Owner of any Dwelling and/or Lot, subject to the provisions of the By-Laws.

Section 1.05 "Common Area" shall mean all real property (including any or all improvements thereon) owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association at the time of conveyance of the first Lot shall be bounded and described as set forth in the recorded plans of THE HEIGHTS OF NORTH PARK and any subsequent amendments or future phases thereof. Common Area shall include "Community Facilitites" as defined herein.

Section 1.06 "Community Association" shall mean and refer to THE HEIGHTS OF NORTH PARK HOME OWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns, and each and every owner shall be a member of the Community Association and subject to its By-Laws, Rules and Regulations.

Section 1.07 "Community Facilities" shall include open space, active and passive recreation areas and such other facilities as the Community Association may own or acquire or construct hereafter.

Section 1.08 "Declarant" shall mean and refer to Salem Development Company, together with any successor to all or substantially all of its business of developing the property, also known as the Developer.

Section 1.09 "Dwelling" Dwelling shall mean and refer to any structure or to a portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

Section 1.10 "The Heights of North Park Plan of Lots" shall mean the "Community" and refer to that real property described in the recorded plans for all present and future phases of the development, and such additions as hereafter may be made subject thereto.

Section 1.11 "Lot" shall mean and refer to any plot of land and any designation of a lot shown upon any recorded map or plot of the Property or any amendments or revisions thereto which is used for residential purposes, with the exception of the Common Area, and which shall not include the Community Facilities, if any or any constructed hereafter. Further, a Lot shall mean and refer to an area upon or in which a separate Living Dwelling is constructed. No lot shall be severed from the right, duties, burdens, servitudes, covenants, conditions, restrictions or benefits herein contained.

Section 1.12 "Majority of Members" shall mean more than fifty (50%) percent of the Members of the Community Association entitled to vote at any annual or special meeting of the Community Association.

Section 1.13 "Members" shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III hereof.

Section 1.14 "Occupant" shall mean and refer to the Occupant of a Dwelling or Living Unit who shall be either the Owner or a Lessee who holds a valid lease.

Section 1.15 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Dwelling or Lot which is part of the Community, but excluding those having such interest merely as security for the performance of an obligation. Ownership of more than one Dwelling Unit or Lot shall subject the Owner to multiple rights, privileges, liabilities and duties with respect to each Dwelling or Lot as if each Dwelling or Lot was or is separately owned.

Section 1.16 "Property or Properties" shall mean and refer to that certain real property described in the recorded plans and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by annexation of the Developer or by vote of the Owners as provided in this Declaration but shall not include any lot held by an Owner.

Section 1.17 "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania.

ARTICLE II
APPLICABILITY

Section 2.01 Applicability This Declaration shall be applicable to THE HEIGHTS OF NORTH PARK HOME OWNERS ASSOCIATION, INC., a non-profit corporation of the Commonwealth of Pennsylvania, to the Community Facilities, if any or hereafter constructed, owned by the Community Association, to the common areas which are now or may hereafter be created, and all Dwelling or Lot Owners, and to any or all associations that may be created within The Heights of North Park Plan of Lots, or hereafter organized to own and/or maintain certain facilities within the legal boundaries of such associations.

All present and future owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Facilities of the Community Association, shall be subject to this Declaration, the By-Laws and to the Rules and Regulations as may be issued by the Board of Directors of the Community Association from time to time to govern the conduct of its members. Ownership, rental or occupancy of any Dwelling Unit or Lot in the Community shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified this Declaration, and the Rules, the By-Laws and Regulations of the Community Association and will comply with them.

Section 2.02 Interpretation of Declaration and By-Laws In the event of a conflict of interpretation between the provisions set forth in this Declaration and the By-Laws, this Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the By-Laws and this Declaration shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of THE HEIGHTS OF NORTH PARK HOME OWNERS ASSOCIATION, INC. as a bona-fide non-profit entity.

ARTICLE III
PROPERTY RIGHTS AND DUTIES

Section 3.01 Owner's Easement of Enjoyment Every owner shall have the right of ingress, egress and regress over the streets and roads and a right and easement of enjoyment in and to the Common Area (which shall include the Community Facilities, if any) which shall be appurtenant to each Dwelling or Lot and shall pass with title to every Dwelling and/or Lot, subject, nevertheless, to the following provisions:

(a) The right of the Community Association to make and/or levy annual and special assessments and other reasonable charges and fees for the use of any or all of the common area or any Community Facilities.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities, if any, by a member for any period during which an assessment against his Lot or Dwelling Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of the members to mortgage said Common Areas. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and if necessary to open the enjoyment of such area to a wider public usage until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(e) Any owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Area and Facilities, if any, to the members of the family tenants or contract purchasers of the owner, who reside on the property.

(f) The right of the Community Association to limit or prescribe the number of guests of members or to make or assess a change for use of the Community Facilities, if any, by guests of members.

(g) The right of the Community Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

(h) The right of the Community Association to establish Rules and Regulations governing the use of the Common Area including "Community Facilities", if any.

(i) The free right and privilege of the Declarant or their designate, at all times hereafter, without let or hindrance, to go upon any and all of the lands conveyed or developed; to construct, reconstruct, repair, renovate or to correct work to be done by themselves, their agents, servants, workmen or contractors. Such right of the Declarant shall expire upon the conveyance by the Declarant, in the ordinary course of business, of the last Dwelling and/or Lot to an individual or entity other than the Declarant.

(j) An easement is granted for the present and future installation and maintenance of electric service, master and/or cable TV service, telephone service, water (storm water and sanitary sewer), gas and drainage facilities and the necessary appurtenances to the same which easement shall run in favor of the Declarant, the Community Association and the entity or entities owning or operating such facilities.

(k) A specific easement is granted in favor of the Declarant, its agent, servants, licensees, invitees, successors and assigns for the purposes incident to the operation by the Declarant, its successors and assigns, in the process of construction and marketing of Dwelling and/or Lots; provided, however, that such easement shall expire upon the conveyance by the Declarant, in the ordinary course of business, of the last Dwelling and/or Lot to an individual or entity other than the Declarant.

Section 3.02 Title to Common Areas Title to the Common Area shall be conveyed to the Association free and clear of all liens and encumbrances;

provided however, that Declarant shall have the right to reserve for the purpose of development all or any portion of the Properties for various rights of way together with the right to dedicate same to public use where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with the members' easement of enjoyment.

Section 3.03 Waiver of Use No member may exempt himself from liability for his charges and assessments duly levied by the Community Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Dwelling and/or Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Community Facilities, by abandonment of his Dwelling and/or Lot or by any conveyance or covenant severing the rights and benefits from the Dwelling and/or Lot. Said charge, lien or assessment shall be, in addition to being a covenant running with the land, a personal obligation of the Owner at the time of the levy not subject to set-off or counterclaim.

3.04 Recordation of Plan The recording of any Plan on the preliminary approval of the Plan shall not be deemed to be an express or implied offer to dedicate or make available to any public or private entity any rights, including, but not limited to, any rights in to or over any road, walk way, parking area or Community Facilities, if any, except as may be specifically granted in writing by the Declarant.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01 Members Every owner of a Lot and each occupant of a Dwelling shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment or from occupancy of a Dwelling.

Section 4.02 Membership Classes and Voting Rights The Association shall have two (2) classes of membership;

Class 1. Class 1 members shall be all Owners, except the Declarant, of Lots upon which is constructed a single family dwelling, and shall be entitled to one vote if said Owner occupies the owned Lot or if said Lot is unoccupied.

Class 2. Class 2 member shall be the Declarant, and shall be entitled to six votes for each Lot owned. The Class 2 membership shall cease and be converted to Class 1 membership, upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in all other classes of membership equals or exceeds the total votes outstanding in the Class 2 membership; provided however, that if at any time or from time to time, the Declarant does not annex additional properties as provided in Article X of this Declaration so as to maintain Class 2 membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), the Class 2 membership shall not cease but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to annex additional Properties as provided herein; or

(b) on January 1, 1998.

Section 4.03 Joint Owners or Occupants When more than one person holds an interest in any Lot or when more than one person occupies a Dwelling, all such persons shall be members of the Association; provided, however that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

Section 4.04 Termination of Membership Membership in the Community Association shall automatically terminate when such members sell or transfer their Dwelling and/or Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01 Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot and/or Dwelling by acceptance of a deed herefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s) together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title, unless expressly assumed by them by written agreement.

Section 5.02 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Properties, including, but not limited to, all of the Common Area, and, if and as determined by the Association, to the exteriors of any or all buildings or other structures on the Properties.

Section 5.03 Maximum Annual Assessments Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot shall be as set forth below for each class of membership so designated; provided, however, that the Declarant shall not be obligated to pay more than 25% of the maximum annual assessment designed for Class 1, except for Lots leased by it to others when it shall pay the full amount of the applicable maximum annual assessment.

	<u>Per Year</u>	<u>Per Month</u>
(i) Class 1	\$120.00	\$10.00
(ii) Class 2	as provided above	

(a) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the

maximum annual assessments may be increased each year above the maximum assessments for the previous year.

Section 5.04 Special Assessments for Capital, Improvements In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of all members who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article V, Section 5.05 herein.

Section 5.05 Notice and Quorum for any Action Authorized Under Sections 5.03 and 5.04 Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 5.03 or 5.04 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty (60%) percent of all votes, regardless of class of membership, shall constitute a quorum. If the required quorum is not present at the commencement of the meeting another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment only so long as a quorum is maintained.

Section 5.06 Uniform Rate of Assessment Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership.

Section 5.07 Date of Commencement of Annual Assessment: Due Dates The annual assessments provided for herein shall commence as to all members on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of

each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid, which certificate shall be binding upon the Association as of the time of its issuance. Annual charges shall be assessed on an annual basis but shall be payable in monthly installments of one-twelfth (1/12th) of the total annual charge. In addition to such other enforcement rights and powers provided by this Declaration, the By-Laws or otherwise by law, the Board of Directors shall have the power to accelerate payment of the entire annual charge in the event of a default in the payment of any two (2) consecutive monthly installments.

Section 5.08 Effect of Nonpayment of Assessments: Remedies of the Association Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the then prime rate of Mellon Bank or the maximum legal rate of interest, whichever is higher. The Community Association shall have the right to accelerate payments of all remaining installments of the annual or special assessment due. The Community Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the Dwelling and/or Lot, or both, as it may seek and obtain any other remedy provided at law or in equity. All legal costs and reasonable attorney's fees shall also be a continuing lien upon the Dwelling and/or Lot against which such charges and assessments were made. In addition to such other remedies to the Community Association, in the event of non-payment of assessment, the Community Association shall have the right to revoke the rights of any Owner to use the Community Facilities, if any, and to vote in the Community Association, provided the Community Association shall provide written notice of such revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors or a committee appointed for such purpose. The decision of the Board of Directors or such committee shall be final. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of their Lot or Dwelling.

Section 5.09 Owner's Negligence Each Owner shall be obligated to reimburse the Community Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities, if any, damaged

solely by such Owner's negligence or by the negligence of his tenants, agents, guests, or licensees, promptly upon receipt of the Community.

Section 5.10 Subordination of the Lien to Mortgage The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.11 Exempt Property All properties dedicated to and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the Laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein. However, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

Section 5.12 Lien of Charges All charges and assessments chargeable to any Dwelling and/or Lot shall constitute a lien against said Dwelling and/or Lot in favor of the Community Association, which lien shall be prior to all other liens except (a) assessments, liens and charges for taxes past due on the Dwelling; (b) a bona fide mortgage lien, if any, to which the Dwelling and/or Lot is subject; and (c) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Allegheny County of a claim of lien stating the description of the Dwelling and/or Lot, the name of the record Owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Community Association. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 5.13 Voluntary Sale of a Dwelling and/or Lot Upon the voluntary sale or conveyance of a Dwelling and/or Lot, or any other transfer of such Dwelling and/or Lot by operation of law or otherwise, except the transfer described in Section 5.14 or a transfer by Deed in lieu of foreclosure to a holder of a mortgage, the Grantee or Transferee, as the case may be, shall be jointly and severally liable with the Grantor or Transferor for all unpaid

assessments for common expenses which are charged against the Dwelling and/or Lot as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the right of the Grantee or Transferee to recover from the Grantor or Transferor in the amount of any such unpaid assessments which the Grantee or Transferee may pay, and until any such assessments are paid, they shall continue to be a charge against the Dwelling and/or Lot, which may be in force in the manner set forth in this Article V; provided, however, any person who shall have entered into a written agreement to purchase a Dwelling and/or Lot shall be entitled to obtain a written statement from the Treasurer or the Management Agent setting forth the amount of unpaid assessments charged against the Dwelling and/or Lot and its Owner, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Dwelling and/or Lot after transfer thereof, shall be liable for the payment of the amount in excess of the unpaid assessments shown on such statement.

Section 5.14 Unpaid Assessments at the Time of Execution Sale Against a Dwelling Unit In the event that title to a Dwelling and/or Lot is transferred by Sheriff's sale pursuant to execution upon any lien against the Dwelling and/or Lot, the Board of Directors may give notice in writing to the Sheriff of any unpaid assessments which are a charge against the Dwelling and/or Lot, but have not been reduced to a lien, and the Sheriff shall pay the assessments of which he has such notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the execution issued. The purchaser at such Sheriff's sale and the Dwelling and/or Lot involved shall not be liable for unpaid assessments which became due prior to the Sheriff's sale of the Dwelling and/or Lot. Any such unpaid assessment which cannot be promptly collected from the former Owner may be reassessed by the Board of Directors as a Community expense to be collected from all the Owners, including the purchaser or acquirer of title at the Sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments which are a charge against a Dwelling and/or Lot, the Board of Directors may on behalf of the members, purchase the Dwelling and/or Lot at Sheriff's sale provided such action is authorized by the affirmative vote of the majority of the Board of Directors, and if it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease such

Dwelling and/or Lot, to any person whatsoever.

Section 5.15 Mortgage Foreclosure If a mortgagee of a first mortgage of record or other purchaser of a Dwelling and/or Lot acquired title to such Dwelling and/or Lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for assessments for Community expenses or other charges by the Community Association pertaining to such Dwelling and/or Lot or chargeable to the former owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of the charges shall be deemed to the Community expenses collectible from all of the remaining owners, including such acquirer, his successors and assigns.

ARTICLE VI
MAINTENANCE

Section 6.01 Common Area The Association shall be responsible for the care and maintenance of the Common Area, including both interiors and exteriors of any structures erected thereon; and shall also be responsible for the care and maintenance of property, including rights-of-way, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

Section 6.02 Individual Lots Except as otherwise provided herein, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon. In the event that any Owner shall fail to maintain any Lot in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore the Lot. Such right of entry and repair shall be exercisable only upon fifteen (15) days written notice given to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article V, Section 5.08 herein.

IN WITNESS WHEREOF, the undersigned, being a duly elected officer of the Declarant and with the power and authority to execute this Declaration on behalf of the Declarant, intending for the Declarant to be legally bound hereby, has hereunto caused the execution of these presents this _____ day of _____, 19__.

ATTEST:

DECLARANT: SALEM DEVELOPMENT COMPANY

Jean M Madia
Secretary

By Grant Madia
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the _____ day of _____, 19____, before me a Notary Public, the undersigned officer, personally appeared _____, as President of Declarant, Salem Development Company known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and being so empowered to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Recorded on this _____ day of _____, 19____, in the Recorder's Office of said County in _____ Book, Volume _____, Page _____. Given under my hand and seal of said office the day and year aforesaid.

Recorder

confined to specific instances; and, unless so authorized by the Board of Directors, no officer, agent or other person shall have any power or authority to bind the Community Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 15.02 - Inspection of Documents and Financial Statements The Community Association shall keep in its principal office, the original or a copy of the Declaration, the By-Laws, all Rules and Regulations and all other covenants as amended or otherwise altered to date, certified by the Secretary and the books, records and financial statements of the Association, which shall be open to inspection upon request by the members and holders, insurers or guarantors of first mortgagees at all reasonable times during office hours. In addition, any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year within a reasonable time after such request and without charge.

SECTION 15.03 - Membership Minutes The membership register and minutes of proceedings of the members and directors shall be open to inspection upon demand of any member at any reasonable time during office hours, and for a purpose reasonably related to his interest as a member.

SECTION 15.04 - Robert's Rule of Order The rules contained in Robert's Rules of Order, revised, shall govern all members' meetings and directors' meetings of the Community Association, except in instances of conflict between said Rules of Order and the By-Laws of the Community Association or provisions of law.

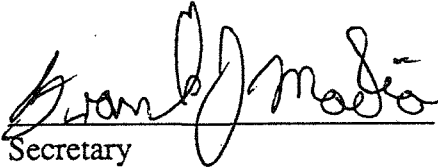
SECTION 15.05 - Construction Number and gender, as used in these By-Laws, shall extend to and include both singular and plural and all genders as the context and construction requires.

ARTICLE XVI **LIMITATIONS**

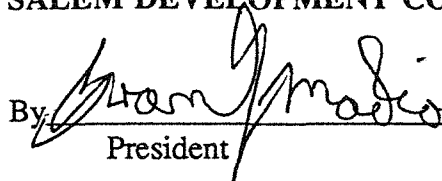
SECTION 16.01 - Limitations of Liability of Declarant The Declarant shall not be liable to any dwelling or lot owner, their heirs, executors or assigns, the Community Association, the Executive Board, any officer, any committee member, any mortgagee and/or other lien holder, and/or any other party whatsoever for any damage, loss or prejudice suffered or claimed whatsoever and for any reason whatsoever. Furthermore, any dwelling and/or lot owner, Association, and/or other occupant, and/or any other party, and/or the Executive Board, or any member thereof, or any officer who shall initiate or cause to initiate and/or bring, and/or file any claim, demand, law suit or other legal proceeding against the Declarant for any reason whatsoever, shall pay to the Declarant on demand, the costs incurred by the Declarant, including attorney's fees and court costs incurred in the defense of any such claim, demand, lawsuit or other legal proceeding of any kind or nature whatsoever.

IN WITNESS WHEREOF, the undersigned, being duly elected officers of the Declarant and with the power and authority to execute these By-Laws on behalf of the Declarant, intending for the Declarant to be legally bound hereby, has hereunto caused the execution of these presents this 28th day of January 1973.

ATTEST:


Secretary

DECLARANT:
SALEM DEVELOPMENT COMPANY

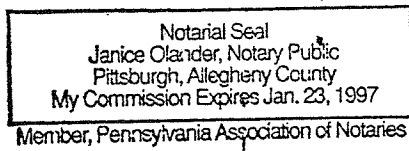
By 
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 28th day of January, 1993 before me a Notary Public, personally appeared Fred Madia who acknowledged himself to be the President & Secretary of Salem Development, Inc., Pennsylvania corporation, and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as President & Secretary.

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

Janice Olander
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Recorded in the Office of the Recorder of Deeds in and for said County on the _____ day of _____, 19____ in Deed Book Volume _____, Page _____.

Witness my hand and the seal of said Office, the day and year aforementioned.

Recorder

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE I
THE HEIGHTS OF NORTH PARK PLAN OF LOTS, PINE TOWNSHIP,
ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania corporation (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made a part hereof, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 8126, Page 463, and Subdivision Plan known as Phase I of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County at Plan Book Volume 162, Pages 5 through 8 (hereinafter the "Property"), and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions, and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided, and

WHEREAS, the Declarant will cause to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as the Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid, and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Community shall automatically become a member of such entity upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws of such entity for the operation, maintenance, governance and administrations of the Community, including, as herein provided, the financial responsibility for the support and maintenance of the aforementioned entity in the performance of its designated functions.

WHEREAS, Declarant shall also have the right to subject other properties to the covenants, restrictions, easements, charges and liens as may be added in future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, and

The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of any of the proposed five phases of the subdivision known as The Heights of North Park Plan of Lots, and

WHEREAS, Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupants of Lots within the Property and shall be binding upon them, their heirs, successors and assigns, and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions, and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state,

county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its successors and assigns, hereby creates and establishes the following covenants and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, and restrictions, which shall to run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No Lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.

2. All dwellings constructed upon lots within the aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches.

A) any ranch or split-level type dwelling shall contain not less than twenty six hundred (2,600) square feet of finished living area;

B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than twenty eight hundred (2,800) square feet of finished living area;

C) all dwellings on lots 120, 121, 122, 123, 124, 125, 126, shall contain not less than thirty five hundred (3,500) square feet of finished living area.

3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least two standard sized automobiles side by side, no detached garages shall be permitted.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, stucco or natural wood; provided, however, that the following are expressly prohibited: non clad aluminum siding, concrete, composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or asphalt, or comparable materials and shall be paved within six (6) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self-illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration, and the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within the 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. The roofing of all structures shall be constructed only of slate, ceramic, terra cotta, cedar shake, or asphalt or fiberglass dimensional or straight tabbed materials with a weight not less than two hundred forty (240) pounds per square.

9. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of thirty (30) feet from the rear of the dwelling however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded.

10. 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 ninety (90) days of the completion of

construction. Each owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the owners lot.

11. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the lots within the proposed five phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarants written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant by approving any plans, drawings or specifications 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, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

12. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

13. No obnoxious, dangerous, unlawful, or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No facilities, including satellite dishes, 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 Developer during the period of construction or development.

15. No temporary structure, trailer, garage or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

16. 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 Developer to advertise the Property during the construction and sales period.

17. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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. Lots which exceed five (5) acres in size shall be permitted to keep horses subject to all Township ordinances and the other provisions of this Declaration.

18. No lumber, materials, bulk materials, 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 materials shall be kept in a clean and sanitary condition.

19. 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 subdivision plan. Within these easements no structure, planting or other material 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. Developer, 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. Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

20. 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 Pine Township ordinances and County and State regulations and statutes.

21. No fencing shall exist except as required by local ordinance as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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 six (6') feet. No non clad or barb wire, metal, chain link, or cyclone fences are permitted. Ornamental walls may be permitted with the prior written approval of the Declarant.

22. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, its agents, servants, licensees, invitees, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, its successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the Developer.

23. An easement is reserved for the present and future installation and maintenance of electric service, master and/or cable TV service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, its designate, agents, servants, and assigns, and the entity or entities owning or operating such facilities.

24. All lot owners within the Subdivision shall be members of The Heights of North Park Homeowners Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes.

25. This Declaration and the covenants, conditions, and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit the Heights of North Park subdivision and shall also be for the benefit of the 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.

26. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof.

27. These Covenants, Conditions and Restrictions may be amended only by a writing executed in recordable form by the owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

28. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

29. Nothing in this Declaration shall be construed to limit the effect of any zoning ordinance or other statute, ordinance or code.

IN WITNESS WHEREOF, Developer has executed this Declaration as of this 20th day of April, 1990.

ATTEST:

SALEM DEVELOPMENT COMPANY

Jean M Madia
Secretary

By Jean M Madia
President

Begin at the intersection of the northerly property line of the County of Allegheny (North Park), as recorded in Deed Book Volume 2381, Page 1, dated October 26, 1928, Union Trust Company of Pittsburgh to County of Allegheny, and the easterly line of Pearce Mill Road, S.R. 4063 (formerly L.R. 02141) as widened in Deed Book Volume 5152, Page 52, dated September 8, 1972, Pittsburgh Bible Institute to Commonwealth of Pennsylvania, Department of Transportation; thence along said easterly right of way, the following 17 courses and distances, viz: N. 08° 04' W., 111.47' to a point; thence N. 81° 56' E., 10.00' to a point; thence N. 08° 04' W., 100.00' to a point; thence N. 81° 56' E., 10.00' to a point; thence N. 08° 04' W., 200.00' to a point; thence N. 81° 56' E., 10.00' to a point; thence N. 08° 04' W., 150.00' to a point; thence S. 81° 56' W., 50.00' to a point; thence N. 08° 04' W., 58.52' to a point; thence by an arc of a circle deflecting to the right in a northerly direction, having a radius of 905.37', an arc distance of 56.86' to a point; thence S. 85° 31' 54" W., 20.00' to a point; thence by an arc of a circle deflecting to the right in a northerly direction, having a radius of 925.37', an arc distance of 166.65' to a point; thence N. 05° 51' E., 186.11' to a point; thence by an arc of a circle deflecting to the left in a northerly direction, having a radius of 3849.83', an arc distance of 277.73' to a point; thence N. 01° 43' E., 469.25' to a point; thence by an arc of a circle deflecting to the right in a northerly direction, having a radius of 1061.73', an arc distance of 546.35' to a point; thence N. 31° 12' E., 140.79' to a point at the intersection of the easterly line of Pearce Mill Road with the southerly line of Simon J. Mergenhagen, et ux, as recorded in Deed Book Volume 4543, Page 281, dated April 23, 1968, Frank C. Schneider, et ux, to Simon J. Mergenhagen; thence S. 84° 56' E., 598.12' along the southerly line of Simon J. Mergenhagen, et ux, thence N. 05° 04' E., 363.05' along the easterly line of Simon J. Mergenhagen, et ux, to the southerly line of Wexford-Bayne Road, S.R. 910 (formerly L.R. 03106), said point being 16.50' distance from the centerline of said Wexford-Bayne Road; thence along the southerly line of said Wexford-Bayne Road, 33.00' wide, the following 7 courses and distance, viz: thence by an arc of a circle deflecting to the left in an easterly direction, having a radius of 407.15', an arc distance of 39.95' to a point; thence S. 73° 57' 59" E., 331.90' to a point; thence by an arc of a circle deflecting to the left in an easterly direction, having a radius of 3141.72', an arc distance of 281.49' to a point; thence S. 79° 06' E., 268.72' to a point; thence by an arc of a circle deflecting to the left in a northeasterly direction,

having a radius of 525.80', an arc distance of 388.41' to a point; thence by an arc of a circle deflecting to the left in a northerly direction, having a radius of 248.00', an arc distance of 194.78' to a point; thence N. 13° 34' 30" E., 14.18' to a point; thence continuing along the southerly line of Wexford-Bayne Road, S. 76° 25' 30" E., 8.50' to a point, said point being distant 25.00' from the centerline of the above said Wexford-Bayne Road, thence along the southerly line of Wexford-Bayne Road, 50.00' wide, the following 2 courses and distances, viz: thence by an arc of a circle deflecting to the right in a northeasterly direction, having a radius of 548.69', an arc distance of 184.19' to a point; thence N. 32° 48' 30" E., 127.18' to a point; thence through property of which this is a part, the following 16 courses and distances, viz: thence by an arc of a circle deflecting to the left in a southeasterly direction, having a radius of 30.00', an arc distance of 47.12' to a point; thence S. 57° 11' 30" E., 0.72' to a point; thence by an arc of a circle deflecting to the right in a southeasterly direction, having a radius of 225.00', an arc distance of 148.45' to a point; thence by an arc of a circle deflecting to the right in a southerly direction, having a radius of 375.00', an arc distance of 275.71' to a point; thence by an arc of a circle deflecting to the left in a southeasterly direction, having a radius of 25.00', an arc distance of 36.14' to a point; thence S. 60° 05' E., 162.68' to a point; thence by an arc of a circle deflecting to the left in a southeasterly direction, having a radius of 475.00', an arc distance of 25.84' to a point; thence S. 63° 12' E., 72.90' to a point; thence S. 26° 48' W., 50.00' to a point; thence S. 25° 50' W., 1184.24' to a point; thence S. 73° 07' W., 540.77' to a point; thence S. 87° 56' 30" W., 379.14' to a point, thence N. 49° 07' 30" W., 449.00' to a point; thence by an arc of a circle deflecting to the left in a southwesterly direction, having a radius of 340.00', an arc distance of 51.41' to a point; thence S. 49° 07' 30" E., 306.11' to a point; thence S. 03° 04' W., 1228.60' to a point on the northerly line of the County of Allegheny (North Park); thence along the northerly line of the County of Allegheny, N. 88° 23' W., 998.03' to a point at the place of beginning.

Contains 4,502,153.92 square feet or 103.355 acres (not including cemetery parcel).

Excepting and reserving the Salem Methodist Cemetery tract as recorded in Deed Book Volume 329, Page 597, dated April 15, 1874, Samuel Emitt to Andrew English, et al, Trustees of Salem Methodist Episcopal Congregation of Pine Township.

Contains 51,727.5 square feet or 1.188 acres.

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 20th day of April, 1990, before me the undersigned officer, a Notary Public, personally appeared Frank Madia known to me and who acknowledges that he is President of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Conditions, and Restrictions for the purposes therein contained.

Marcia Bassler
Notary Public



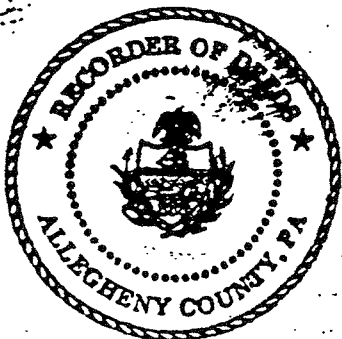
Notarial Seal
Marcia Bassler, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Oct. 30, 1993
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

RECORDED on this 20th day of April, 1990, in the Recorder's Office of the said County, in Deed Book Volume 8230, Page 146.

Given under my hand and the seal of the said office the day and year aforesaid.

Michael J. DellaVecchia
Recorder



AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE II
THE HEIGHTS OF NORTH PARK PLAN OF LOTS, PINE TOWNSHIP,
ALLEGHENY COUNTY, PENNSYLVANIA

THIS AMENDED DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made a part hereof, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 8126, Page 463, and Subdivision Plan known as Phase II of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County at Plan Book Volume 167, Pages 64 and 65 (hereinafter the "Property"), and

WHEREAS, the Declarant has caused to be filed a Declaration of Covenants, Conditions and Restrictions for Phase II of The Heights of North Park Plan of Lots, Pine Township, Allegheny County, Pennsylvania, which Declaration was recorded on June 30, 1991 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 8533, Page 24; and

WHEREAS, the Declarant wishes to amend that Declaration in its entirety and hereby declares provisions of that Declaration null and void and hereby declares that all owned property described in the recorded Subdivision Plan of The Heights of North Park Phase II shall be held, sold, occupied, and conveyed subject to the Covenants, Conditions and Restrictions contained in this

Amended Declaration; and

WHEREAS, by this Amended Declaration, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupiers of Lots within the Property and shall be binding upon them, their heirs, successors and assigns; and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions, and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided; and

WHEREAS, the Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as the Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid; and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Property shall automatically become a member of the Association upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration

of Covenants, Conditions and Restrictions and in the By-Laws of the Association for the operation, maintenance, governance and administrations of the Property, including, as herein provided, the financial responsibility for the support and maintenance of the Association to assure the performance of its designated functions.

WHEREAS, Declarant shall also have the right to subject other properties to the covenants, restrictions, easements, charges and liens as may be added in future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such additional property which shall extend the scheme of the covenants and restrictions of this Amended Declaration to such property, and

The Declarant, by the recording of this Amended Declaration, does not warrant or assure the implementation and/or completion of any of the proposed five phases of the subdivision known as The Heights of North Park Plan of Lots, and

WHEREAS, it is the intent of this Amended Declaration of Covenants, Conditions, and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state, county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its successors and assigns, hereby creates and establishes the following covenants and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, and restrictions, which shall to run with the land and be binding on all parties having any right, title,

interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No Lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.

2. All dwellings constructed upon lots within the aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches.

A) any ranch or split-level type dwelling shall contain not less than twenty eight hundred (2,800) square feet of finished living area;

B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than three thousand (3,000) square feet of finished living area;

3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least two standard sized automobiles side by side.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, stucco or natural wood; provided, however, that the following are expressly prohibited: non clad aluminum siding, concrete, composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot. The roofing of all structures shall be constructed only of slate, ceramic, terra cotta, cedar shake, or asphalt or fiberglass dimensional or straight tabbed materials with a weight of not less than two

hundred forty (240) pounds per square. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or asphalt, or comparable materials and shall be paved within six (6) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self-illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration, and the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within the 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. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of thirty (30) feet from the rear of the dwelling however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded. 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 ninety (90) days of the completion of construction. Each owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the owners lot.

9. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the lots within the proposed five phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarants written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant by approving any plans, drawings or specifications 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, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

10. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

11. No obnoxious, dangerous, unlawful, or offensive activities shall be carried on 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 Pine Township ordinances and County and State regulations and statutes.

12. No facilities, including satellite dishes, 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 Developer 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 on any Lot.

13. 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 Developer to advertise the Property during the construction and sales period.

14. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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. Lots which exceed five (5) acres in size shall be permitted to keep horses subject to all Township ordinances and the other provisions of this Declaration.

15. No lumber, materials, bulk materials, 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 materials shall be kept in a clean and sanitary condition.

16. 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 subdivision plan. Within these easements no structure, planting or other material 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. Developer, 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. Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

17. No fencing shall exist except as required by local ordinance as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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 six (6') feet. No non clad or barb wire, metal, chain link, or cyclone fences are permitted. Ornamental walls may be permitted with the prior written approval of the Declarant.

18. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, its agents, servants, licensees, invitees, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, its successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the Developer.

19. An easement as set forth in the Plan is reserved for the present and future installation and maintenance of electric service, master and/or cable TV service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, its designate, agents, servants, and assigns, and the entity or entities owning or operating such facilities.

20. All lot owners within the Subdivision shall be members of The Heights of North Park Homeowners Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes.

21. This Declaration and the covenants, conditions, and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This

Declaration shall benefit the Heights of North Park subdivision and shall also be for the benefit of the 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.

22. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof. In the event that it becomes necessary to bring any action or proceeding as a result of the violation or attempted violation of these covenants, then the person(s) or entity causing or attempting to cause the violation shall bear all of the cost and expense incurred by any party in enforcing these covenants, conditions and restrictions.

23. These Covenants, Conditions and Restrictions may be amended only by a writing executed in recordable form by the owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

IN WITNESS WHEREOF, Frank J. Madia, President and sole owner of Salem Development Company has executed this Declaration as of this 23 day of January, 1992.

ATTEST:

Lisa M. Deepker
Secretary

SALEM DEVELOPMENT COMPANY

By Frank J. Madia
President

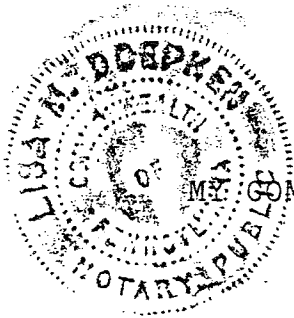
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 23rd day of January, 1991, before me the undersigned officer, a Notary Public, personally appeared Frank Madia known to me and who acknowledges that he is President of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Conditions, and Restrictions for the purposes therein contained.

Notarial Seal
Lisa M. Doeckan, Notary Public
McCardless Twp., Allegheny County
My Commission Expires Sept 11, 1995
Member, Pennsylvania Association of Notaries

Lisa M. Doeckan
Notary Public

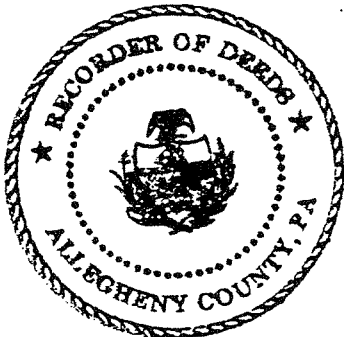


MY COMMISSION EXPIRES: 9/11/95

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

RECORDED on this 23rd day of January, 1992 in the Recorder's Office of the said County, in Deed Book Volume 8644, Page 436.

Given under my hand and the seal of the said office the day and year aforesaid.



Michael J. Kelly
Recorder

JAN 23 3 21 PM '92

Pine P

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PHASE II
THE HEIGHTS OF NORTH PARK
PLAN OF LOTS, PINE TOWNSHIP,
ALLEGHENY COUNTY, PENNSYLVANIA

BY

SALEM DEVELOPMENT COMPANY,
"Declarant"

*26-50
RP
PNB 423*

CONWAY FIVES GIBA & KULIK
Attorneys at Law
305 Pitt Building
213 Smithfield Street
Pittsburgh, Pa. 15222
(412) 281-0200

JAN 23 3 21 PM '92
RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

VOL. 8644 PAGE 447

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR PHASE III

THE HEIGHTS OF NORTH PARK PLAN OF LOTS,

PINE TOWNSHIP ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania company, (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made part of, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 9117, Pages 505 to 509, and Subdivision Plan known as Phase III of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 180, Pages 89 and 92 (hereinafter the "Property"), and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and

improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupiers of Lots within the Property and shall be binding upon them, their heirs, successors and assigns; and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided, and

WHEREAS, the Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as The Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid, and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot(s) in the Property shall upon acquiring legal title to a Dwelling and/or Lot(s) automatically become a member of the Association and, incident to such membership, shall be obligated to abide by

all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws of the Association for the operation, maintenance, governance and administration of the Property, including, as herein provided, the financial responsibility for the support and maintenance of the Association to assure the performance of its designated functions. Declarant, as the developer of the property, is hereby excluded from, and shall not be subject to any financial responsibility to the Association for any unsold lots owned by the Declarant.

WHEREAS, declarant shall also have the right to subject other properties to the covenants, conditions, restrictions, easements, charges and liens as may be added in the future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and

The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of any of the proposed four phases of the subdivision known as The Heights Of North Park Plan of Lots, and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state, county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its heirs, successors and assigns, hereby creates and establishes the following covenants, conditions and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant. Developer reserves the right to construct a sales center on any lot in Phase III for the purpose of selling lots in Phase III and Phase IV. Said sales center shall be removed by Developer when all lots in the development have been sold.

2. All dwellings constructed upon lots within aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches.

(A) any ranch or split-level type dwelling shall contain not less than three thousand (3,000) square feet of finished living area;

(B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than thirty three hundred (3,300) square feet of finished living area;

3. All dwelling structures on the Lots shall have attached or integral garages of such

width to park at least three (3) standard sized automobiles side by side.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, stucco, or natural wood; provided, however, that the following are expressly prohibited: vinyl/aluminum siding, concrete, composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot. 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 of straight tabbed materials with a weight of not less than two hundred forty (240) pounds per square. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or comparable materials and shall be paved within six (6) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration and, the limitations contained in applicable laws and ordinances, detached structures may be

constructed on a Lot only if entirely within 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 of such Lot.

8. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of thirty (30) feet from the rear of the dwelling, however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded. 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 ninety (90) days of the completion of construction. Each Owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the Owner's lot.

9. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the Lots within the proposed four phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which

Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarant's written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant, by approving any plans, drawings or specifications 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, drawings, or specification and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

10. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

11. No dangerous, unlawful, or offensive activities shall be carried on 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 Pine Township ordinances and County and State regulation and statutes.

12. No facilities, including satellite dishes, exceeding 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 Developer 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 on any Lot.

13. 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 Developer to advertise the Property during the construction and the sales period.

14. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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.

15. No lumber, material, 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.

16. 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 Subdivision Plan. Within these easements, no structures, planting or other material 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. Developer, 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. Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

17. No fencing shall exist except as required by local ordinances as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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 six (6') feet. No non clad or barb wire, metal, chain link, or cyclone fences are permitted. Ornamental walls may be permitted with the prior written approval of the Declarant. Dog runs constructed of clad-chained material are permitted with the written approval by Developer.

18. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, it's agents, servants, licensees, invitees, its heirs, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, it's heirs, successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the developer.

19. An easement as set forth in the Plan is reserved for the present and future installation and maintenance of electric service, master and/or cable television service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, it's designate, agents, servants, and assigns, and the entity or entities owning of operation such facilities.

20. All homeowners and/or lot owners within the Subdivision shall be members of The Heights of North Park Homeowner's Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purpose. Declarant herein, shall not be assessed or subject to payment of said dues or assessments of any unsold lots in the development.

21. This Declaration and the covenants, conditions and restriction contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit The Heights of North Park subdivision and shall also be for the benefit of the 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.

22. Nothing contained in this Declaration or any other Governing Document shall be construed to impose personal liability on or by Declarant, its successors or assigns or any member of the Association or Board of Directors for the maintenance, repair or replacement of any common area or give rise to a cause of action against them. Neither the Association, the Board of Directors, the Declarant, its successors or assigns, shall be liable to any Lot or Dwelling Owner, lien holder or guarantor or to each other for damages of any kind except for willful misconduct.

Furthermore, neither Declarant, its successors and assigns, the Design Review Board, nor any member thereof shall be liable to the Association, the Board of Directors, any Lot or

Dwelling Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of (a) approval or disapproval of any plans, drawings, or specifications, whether or not defective, (b) the construction or performance of any work upon the Property, (c) the execution and filing of an estoppel certificate, whether or not the facts therein are correct, or (d) any other act, action or conduct of the Declarant or Design Review Board, or any of the members thereof, provided that with respect to the liability of a member of the Design Review Board, such member has acted in good faith on the basis of such information as may be possessed by him.

23. All Lot or Dwelling Owners/Buyers, Builders/Developers, their grantees, successors, heirs and assigns understand, covenant and agree that Declarant, its agents, servants, employees, successors and assigns and the initial members of the Board of Directors appointed by Declarant, by the filing of this Declaration, neither makes, gives, declares, or creates, directly or indirectly, ANY WARRANTIES, either expressed or implied, including any implied warranty of habitability or fitness for a particular purpose. Declarant, its successors and assigns and the initial members of the Board of Directors appointed by Declarant, neither assume nor authorize any person to assume for them any liability in connection with the development of the Heights of North Park Plan of Lots or in connection with any improvements constructed therein, private or public, including the design, construction or use of any dwelling or structure constructed within said plan and any additional phases added thereto and that **there are no other warranties** or agreements, either written or oral, collateral to or affecting this Declaration.

24. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof. In the event that it becomes necessary to bring any action or proceeding as a result of the violation or attempted violation of these covenants, condition and restrictions, then the person(s) or entity causing or attempting to cause the violation shall bear all of the cost and expense incurred by any part in enforcing these covenants, conditions and restrictions.

25. These Covenants, Conditions and Restrictions may be amended by a writing executed in recordable form by the Owners of eighty (80%) percent of Lots of their respective heirs, successors and assigns or at any time by the Declarant prior to the sale of the last lots owned by Declarant. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County and no action challenging the validity of such amendment shall be brought more than one (1) year after the amendment is recorded.

IN WITNESS WHEREOF, Frank J. Madia, President and sole owner of Salem Development Company has executed this Declaration as of this 10th day of October, 1994

ATTEST:

SALEM DEVELOPMENT COMPANY

Frank J. Madia
Secretary

President

By Frank J. Madia

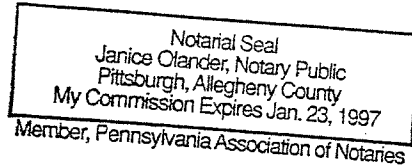
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 10th day of October, 1994, before me, the undersigned officer, a Notary Public, personally appeared Frank J. Madia known to me and who acknowledges that he is President of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Condition, and Restriction for the purposes therein contained.

Janice Olander
Notary Public

MY COMMISSION EXPIRES:



COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

RECORDED on this _____ day of _____, 1994 in the Recorder's Office of the said County, in Deed Book Volume _____ Page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR PHASE IV

THE HEIGHTS OF NORTH PARK PLAN OF LOTS,
PINE TOWNSHIP ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania company, (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made part of, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 9117, Pages 505 to 509, and Subdivision Plan known as Phase IV of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 202, Pages 65 to 72, (hereinafter the "Property"), and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupiers of Lots within the Property and shall be binding upon them, their heir, successors and assigns; and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided, and

WHEREAS, the Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as The Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid, and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Property shall automatically become a member of the Association upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws of the Association for the operation, maintenance, governance and administrations of the Property, including, as herein provided, the financial responsibility for the support and maintenance of the Association to assure the performance of its designated functions. Declarant herein shall not be subjected to said financial responsibility for any remaining lots unsold

WHEREAS, Declarant shall also have the right to subject other properties to the covenants, conditions, restrictions, easements, charges and liens as may be added in the future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and

The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of any of the proposed four phases of the subdivision known as The Heights Of North Park Plan of Lots, and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state, county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its heirs, successors and assigns, hereby creates and establishes the following covenants, conditions and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.

2. All dwellings constructed upon lots within aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages, attics and porches.

- (A) any ranch or split-level type dwelling shall contain not less than three thousand eight hundred (3,800) square feet of finished living area;
- (B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than thirty five hundred (3,500) square feet of finished living area;

3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least three (3) standard sized automobiles side by side.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, cast concrete, stucco, or natural wood; provided, however, that the following are expressly prohibited: vinyl/aluminum siding, concrete (unless approved by Developer), composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot. 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 of straight tabbed materials with a weight of not less than two hundred forty (240) pounds per square. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or comparable materials and shall be paved within six (6) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration and, the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within 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. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of sixty (60) feet from the rear of the dwelling, however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded. 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 ninety (90) days of the completion of construction. Each Owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the Owner's lot.

9. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the Lots within the proposed four phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarant's written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant, by approving any plans, drawings or specifications 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, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

10. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

11. No dangerous, unlawful, or offensive activities shall be carried on 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 Pine Township ordinances and County and State regulations and statutes.

12. No facilities, including satellite dishes, exceeding 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 Developer 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 on any Lot.

13. 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 Developer to advertise the Property during the construction and the sales period.

14. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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.

15. No lumber, material, 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.

16 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 Subdivision Plan. Within these easements, no structures, planting or other material 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. Developer, 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.

Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

17. No fencing shall exist except as required by local ordinances as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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 six (6') feet. All fences must first be approved by Developer.

18. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, its agents, servants, licensees, invitees, its heirs, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, its heirs, successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the developer.

19. An easement as set forth in the Plan is reserved for the present and future installation and maintenance of electric service, master and/or cable television service, water (storm water and

sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, its designee, agents, servants, and assigns, and the entity or entities owning or operating such facilities.

20. All homeowners and/or lot owners within the Subdivision shall be members of The Heights of North Park Homeowner's Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes. Declarant herein, shall not be assessed said dues or assessments for any unsold lots remaining in development.

21. This Declaration and the covenants, conditions and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit The Heights of North Park subdivision and shall also be for the benefit of the 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.

22. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof. In the event that it becomes necessary to bring any action or proceeding as a result of the violation or attempted violation of these covenants, conditions and restrictions, then the person(s) or entity causing or attempting to cause the violation shall bear all of the cost and expense incurred by any party in enforcing these covenants, conditions and restrictions.

23. These Covenants, Conditions and Restrictions may be amended by a writing executed in recordable form by the Owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns or at any time by the Declarant. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

IN WITNESS WHEREOF, Frank J. Madia, sole owner of Salem Development Company has executed this Declaration as of this 23 day of April, 1997.

WITNESS:

SALEM DEVELOPMENT COMPANY

Dona O'Byerl

By

Frank J. Madia

Sole Owner

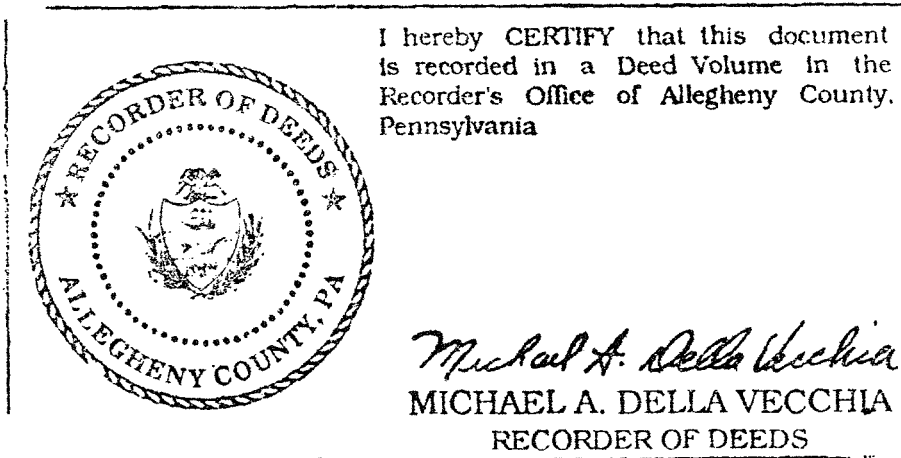
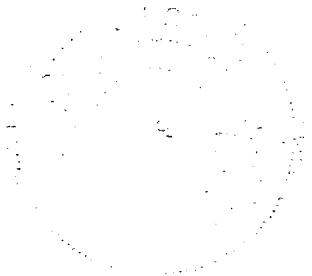


Exhibit "A"

See Deed Book Volume 9117, Pages 505 to 509 and Subdivision Plan known as Phase IV of The Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County at Plan Book Volume 202, Pages 65 to 72.



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF ALLEGHENY }

On this 23 day of April, 1997, before me, the undersigned officer, a Notary Public, personally appeared Frank J. Madia known to me and who acknowledges that he is Sole Owner of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Conditions, and Restrictions for the purposes therein contained.

Donna D. Beyerl
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Donna D. Beyerl, Notary Public
McCandless Twp., Allegheny County
My Commission Expires Oct. 7, 1999
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF ALLEGHENY }

RECORDED on this ____ day of _____, 1997 in the Recorder's Office of the said County, in Deed Book Volume _____, Page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

Between:

Salem Development Co.

and:

The Heights of North Park
Plan of Lots

Mail To:

Cain, Ackerman & McCormick
2 Chatham Center, Suite 410
Pittsburgh, PA 15219

WILL CALL

Page 10

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RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
APR 23 11 41 AM '97

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PHASE V

THE HEIGHTS OF NORTH PARK PLAN OF LOTS,
PINE TOWNSHIP ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania company, (hereinafter referred to as "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made part of, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 9117, Page 505, and Subdivision Plan known as Phase IV of the Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County, at Plan Book Volume 216, Pages 79 to 88, (hereinafter the "Property"), and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each and all of which is and are for the benefit of such property and each owner thereof, and Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupiers of Lots within the Property and shall be binding upon them, their heir, successors and assigns; and

WHEREAS, the Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Plan of Lots to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions and restrictions governing the Plan, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided, and

WHEREAS, the Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as The Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid, and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Property shall automatically become a member of the Association upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws of the Association for the operation, maintenance, governance and administrations of the Property, including, as herein provided, the financial responsibility for the support and maintenance of the Association to assure the performance of it's designated functions. Declarant herein shall not subjected to said financial responsibility for any remaining lots unsold.

WHEREAS, Declarant shall also have the right to subject other properties to the covenants, conditions, restrictions, easements, charges and liens as may be added in the future phases of the development, if any, by filing of record a Supplementary or Amended Declaration with respect to such

additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and

The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of any of the proposed four phases of the subdivision known as The Heights of North Park Plan of Lots, and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state, county, and municipal laws, ordinances and codes, and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its heirs, successors and assigns, hereby creates and establishes the following covenants, conditions and restrictions against the property and declares that all the owned property described in the recorded Subdivision Plan(s) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No lot shall be used for any purpose, primary or incidental, other than single family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.

2. All dwellings constructed upon lots within aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages attics and porches.

(A) any ranch or split-level type dwelling shall contain not less than three thousand eight hundred (3,800) square feet of finished living area;

(B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than thirty five hundred (3,500) square feet of finished living area;

3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least three (3) standard sized automobiles side by side.

4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, cast concrete, stucco, or natural wood; provided, however, that the following are expressly prohibited: vinyl/aluminum siding, concrete (unless approved by Developer), composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot. 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 of straight tabbed materials with a weight of not less than two hundred forty (240) pounds per square. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or comparable materials and shall be paved within nine (9) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.

6. Each Owner shall install in the front yard area of their lot, a self illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.

7. Subject to the other limitations contained in this Declaration and, the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within 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. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of sixty (60) feet from the rear of the dwelling, however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded. Such planting shall be completed within eighteen (18) months after substantial completion of such dwelling or structure or enlargement thereof and all disturbed areas shall be seeded within twelve (12) months of the completion of construction. Each Owner shall have or place a minimum of two (2) trees with a minimum diameter of two (2) inches in the front yard of the Owner's lot.

9. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the Lots within the proposed four phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading)

plans and specifications. Declarant's written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant, by approving any plans, drawings or specifications 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, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.

10. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

11. No dangerous, unlawful, or offensive activities shall be carried on 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 Pine Township ordinances and County and State regulations and statutes.

No facilities, including satellite dishes, exceeding 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 Developer 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 on any Lot.

12. 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 Developer to advertise the Property during the construction and the sales period.

13. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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.

15 No lumber, material, 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.

16 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

Subdivision Plan. Within these easements, no structures, planting or other material 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. Developer, it's 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.

Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

17. No fencing shall exist except as required by local ordinances as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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. All fences must first be approved by Developer. Location of sport courts and tennis courts must be approved by Developer.

18. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, it's agents, servants, licensees, invitees, its heirs, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, it's heirs, successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the developer.

19. An easement as set forth in the Plan is reserved for the present

and future installation and maintenance of electric service, master and/or cable television service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary tot he same, which easement shall run in favor of the Developer, it's designate, agents, servants, and assigns, and the entity or entities owning of operation such facilities.

20. All homeowners and/or lot owners within the Subdivision shall be members of The Heights of North Park Homeowner's Association and shall be required to annually pay such dues or assessments as shall be required to maintain the Association and fulfill its purposes. Declarant herein, shall not be assessed said dues or assessments for any unsold lots remaining in development.

21. This Declaration and the covenants, conditions and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit The Heights of North Park subdivision and shall also be for the benefit of the 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.

22. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof. In the event that it becomes necessary to bring any action or proceeding as a result of the violation or attempted violation of these covenants, conditions and restrictions, then the person(s) or entity causing or attempting to cause the violation shall bear all of the cost and expense incurred by any party in enforcing these covenants, conditions and

restrictions.

23 These Covenants, Conditions and Restrictions may be amended by a writing executed in recordable form by the Owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns or at any time by the Declarant. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

IN WITNESS WHEREOF, Frank J. Madia, sole owner of Salem Development Company has executed this Declaration as of this 31 day of August, 1999.

WITNESS:

Anna O'Byrne

SALEM DEVELOPMENT COMPANY

By Frank J. Madia
Sole Owner

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 31 day of August, 1999, before me, the undersigned officer, a Notary Public, personally appeared Frank J. Madia known to me and who acknowledges that he is Sole Owner of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Conditions, and Restrictions for the purposes therein contained.

Donna D. Beyer
Notary Public

Notarial Seal
Donna D. Beyer, Notary Public
McCardless Twp., Allegheny County
My Commission Expires Oct. 7, 1999
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

RECORDED on this _____ day of _____, 1999 in the Recorder's Office of the said County, in Deed Book Volume _____, Page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

Salem Development Company

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Handwritten notes and signatures:
MB
WSS
10/5/99
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PHASE VI

THE HEIGHTS OF NORTH PARK PLAN OF LOTS,
PINE TOWNSHIP ALLEGHENY COUNTY, PENNSYLVANIA

THIS DECLARATION, made on the date hereinafter set forth, by SALEM DEVELOPMENT COMPANY, a Pennsylvania company, (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Pine, County of Allegheny, Commonwealth of Pennsylvania, as more particularly described on Exhibit "A" which is attached hereto and made part hereof, known as The Heights of North Park Plan of Lots and recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 11529, Page 178, and

WHEREAS, Declarant is the owner and developer of a planned residential development known as Phase VI of the Heights of North Park Plan of Lots recorded in the Recorder's Office of Allegheny County, at Plan Book Volume 241, Pages 55 to 60; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the Property through the maintenance of the land and improvements to be erected thereon and, to this end, desires to subject the property described herein, of which Declarant is the legal owner, to the within covenants, conditions and restrictions, each of which is and are for the benefit of such property and each owner thereof, and Declarant intends that the within easements, covenants, conditions and restrictions shall inure to the benefit of all subsequent owners and occupiers of Lots within the Property and shall be binding upon them, their heir, successors and assigns; and

WHEREAS, the Declarant has caused to be recorded in the Recorder of Deed's Office for Allegheny County certain Declaration(s) of Covenants, Conditions and Restrictions for the Heights of North Park Plan of Lots VI as recorded in the Recorder's Office of Allegheny County, at Deed Book Volume 10601, Page 444; and

WHEREAS, the covenants provide that Declarant shall have the right to subject other properties to the covenants, conditions, restrictions, easements, changes or liens as may be added in future phases of development, if

any, by filing of record a supplementary or amended Declaration with respect to such property which shall extend the scheme of the covenants to such property; and

WHEREAS, Declarant desires to supplement the covenants in order to subject the planned residential development known as Phase VI of the Heights of North Park to those covenants so that The Heights of North Park Plan of Lots and the planned residential development known as Phase VI of The Heights of North Park ("the Property") shall have integrated and complete covenants, conditions, restrictions and governance applicable to all the property; and

WHEREAS, Declarant has deemed it advisable, for the efficient preservation of the values and amenities in the Property to create an entity to which shall be delegated the power and authority to maintain and administer the common areas and to administer and enforce the covenants, conditions and restrictions governing the Property, and to collect and disperse all assessments and charges necessary for such maintenance, administration and enforcement as are hereinafter provided; and

WHEREAS, Declarant desires that "common areas" shall be the common areas designated on The Heights of North Park Plan of Lots Phase I through Phase V which are recorded on the Recorder's Office of Allegheny County and as further designated on the planned residential development known as Phase VI of The Heights of North Park which is recorded in the Recorder's Office of Allegheny County at Plan Book Volume 241, pages 55 through 60; and

WHEREAS, the Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as The Heights of North Park Home Owners Association, Inc. (hereinafter the "Association") as the entity to perform the functions aforesaid; and

WHEREAS, Declarant intends that each owner of a Dwelling and/or Lot in the Heights of North Park Plan of Lots and in the planned residential development known as Phase VI of the Heights of North Park Plan of Lots shall automatically become a member of the Association upon acquiring legal title to a Dwelling and/or Lot, and, incident to such membership, shall be obligated to abide by all of the terms and conditions set forth in this Declaration of Covenants, Conditions and Restrictions and in the By-Laws, as amended, of the Association for the operation, maintenance, governance and administrations of the Property, including, as herein provided, the financial responsibility for the support and maintenance of the Association to assure the performance of its designated functions. Declarant herein shall not subject to said financial responsibility for any remaining lots unsold.; and

WHEREAS The Declarant, by the recording of this Declaration, does not warrant or assure the implementation and/or completion of the planned residential development known as The Heights of North Park Plan of Lots, Phase VI; and

WHEREAS, it is the intent of this Declaration of Covenants, Conditions and Restrictions to impose covenants, conditions and restrictions against the Property which are in addition to any restrictions, otherwise imposed by applicable subdivision and zoning ordinances of Pine Township and other state, county, and municipal laws, ordinances and codes; and

NOW THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its heirs, successors and assigns, hereby declares the foregoing recitals to be part hereof and amends the existing declarations to create and establish the following covenants, conditions and restrictions against Phase VI of the Heights of North Park, and declares that all the owned property shall be held, sold, occupied, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the land and be binding on all parties having any right, title, interest, or occupancy in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. No lot shall be used for any purpose, primary or incidental, other than single-family residential use except as may be shown on the recorded Plan or any subsequent plan recorded by the Declarant.
2. All dwellings constructed upon lots within aforesaid plan shall contain the following minimum finished living areas exclusive of basements, garages attics and porches.
 - (A) any ranch or split-level type dwelling shall contain not less than three thousand eight hundred (3,500) square feet of finished living area;
 - (B) any one and one-half (1 1/2) or two (2) story dwelling shall contain not less than thirty five hundred (3,800) square feet of finished living area;
3. All dwelling structures on the Lots shall have attached or integral garages of such width to park at least three (3) standard sized automobiles side by side.
4. The only permitted exposed building materials for siding on any structure on a Lot shall be brick, natural stone, cast concrete, stucco, or natural wood; provided, however, that the following are

expressly prohibited: vinyl/aluminum siding, concrete (unless approved by Developer), composition board or particle board. No foundation block shall be exposed on the exterior of any structure on any Lot. 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 with a weight of not less than two hundred forty (240) pounds per square. All dwellings shall be constructed with the necessary equipment to burn natural gas for space heating and water heating.

5. All driveways shall be constructed of hard surface materials such as poured concrete, brick or comparable materials and shall be paved within nine (9) months of occupancy of the dwelling. All walkways shall be constructed of poured concrete or brick.
6. Each Owner shall install in the front yard area of their lot, a self-illuminating exterior post lamp, ten (10) feet from the road. The design of which shall be designated and approved by the Developer.
7. Subject to the other limitations contained in this Declaration and, the limitations contained in applicable laws and ordinances, detached structures may be constructed on a Lot only if entirely within 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. The Owner of each lot shall be required to seed or sod the entire front, both sides and a minimum distance of sixty (60) feet from the rear of the dwelling, however, properly landscaped areas of chips, bark or similar materials may be placed in areas which are otherwise required to be seeded or sodded. Such planting shall be completed within eighteen (18) months after substantial completion of such dwelling or structure or enlargement thereof and all disturbed areas shall be seeded within twelve (12) months of the completion of construction. Each Owner shall plant, maintain, and replace (if necessary) three (3) shade/street trees (minimum diameter at breast of 2 and ½ inches and Township approved species) on the front of the Owner's lot at street. In addition to such shade/street trees, each Owner shall also plant, maintain, and replace (if necessary) a total of thirty-five (35) additional plantings in one (1) of the following combinations (at Owner's option):
 - a.) Option 1: 35 trees/0 shrubs;
 - b.) Option 3: 10 trees/25 shrubs

c.) Option 4: 5 trees/ 30 shrubs

d.) Option 5: 20 trees/ 15 shrubs

8. The Declarant reserves the right to approve or disapprove the plans, drawings and specifications 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, which right shall automatically expire and be extinguished upon the commencement of construction of the last dwelling within the last phase of the Plan of Lots. For this purpose, the Declarant shall establish and maintain, until all of the Lots within the proposed six phase plan of lots as recorded or to be recorded, have been improved and construction of the last dwelling thereon has been commenced, a Design Review Board ("Board"), consisting of at least two (2) representatives of the Declarant, which Board shall review and approve or disapprove building and topographic (grading) plans and specifications. Declarant's written approval shall be required on the face of the plan before any application for a building permit or the commencement of any construction. The Declarant, by approving any plans, drawings or specifications 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, drawings, or specifications and does not create any expressed or implied warranties as to the plans, drawings, or specifications on the dwelling, structure or improvements constructed in accordance with same.
9. Except as permitted by this paragraph, no automobiles, motorcycles, trailers, boats, utility vehicles, commercial vans or trucks or any other vehicle shall be parked in any location within the Property. 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.

10. No dangerous, unlawful, or offensive activities shall be carried on 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 Pine Township ordinances and County and State regulations and statutes.
11. No facilities, including satellite dishes, exceeding 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 Developer, 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 on any Lot.
12. 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 Developer to advertise the Property during the construction and the sales period.
13. Except as specified herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, 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.
14. No lumber, material, 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.
15. 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 purposed and uses as are shown on the recorded Subdivision Plan. Within these easements, no structures, planting or other material 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. Developer, 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. Developer 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 Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

16. No fencing shall exist except as required by local ordinances as a result of construction of improvements or appurtenances and shall conform to local laws and ordinances, and in such case the same 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. All fences must first be approved by Developer. Location of sport courts and tennis courts must be approved by Developer. A specific easement is hereby granted and reserved over all Lots in the Plan in favor of the Developer, its agents, servants, licensees, invitees, its heirs, successors and assigns for the purposes incidental to development, construction and marketing by the Developer, its heirs, successors and assigns, provided, however, that such easement shall expire one (1) year after the conveyance by the Developer, in the ordinary course of business, of the last dwelling or lot to an individual or entity other than the developer.
17. An easement as set forth in the Plan is reserved for the present and future installation and maintenance of electric service, master and/or cable television service, water (storm water and sanitary sewer), gas and drainage facilities and the appurtenances necessary to the same, which easement shall run in favor of the Developer, its designee, agents, servants, and assigns, and the entity or entities owning or operating such facilities.
18. All homeowners and/or lot owners within the Subdivision shall be members of The Heights of North Park Homeowner's Association and shall be required to annually pay such dues or assessments as shall

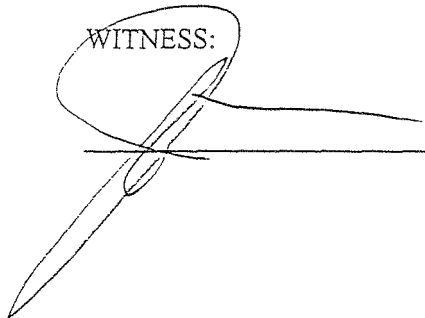
be required to maintain the Association and fulfill its purposes. Declarant herein shall not be assessed said dues or assessments for any unsold lots remaining in development.

19. Each Owner within the planned residential development shall install on their lot a holding tank coupled with a grinder pump that is to be owned and operated by the Owner (and each successive purchaser) to convey sewage to a pressure line owned and operated by the McCandless Township Sanitary Authority. Each tank/pump shall be equipped with an alarm system to alert the lot owner when the grinder pump is not working properly. Each Owner is responsible for the continued maintenance of the on-lot grinder pump and shall have full repair service capability with a field grinder pump repair service provider approved by the McCandless Township Sanitary Authority. The operation and maintenance of each grinder pump/tank shall be governed by the Rules and Regulations of the McCandless Township Sanitary Authority.
20. Each lot in the planned residential development shall be subject to the specific conditions imposed by the Township of Pine's Tentative and final approvals of Phase VI of the Heights of North Park planned residential development. Any future amendments or revisions of this Declaration and the covenants, conditions and restrictions contained herein which affect any specific condition imposed by the Township of Pine shall require the express consent of the Township of Pine.
21. This Declaration and the covenants, conditions and restrictions contained herein shall be deemed to touch and concern the land and the benefits and burdens hereof shall run with the Property and each Lot as covenants and equitable servitudes. This Declaration shall benefit The Heights of North Park subdivision and shall also be for the benefit of the 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. If any portion of this Declaration is found to be invalid or unenforceable by a court having jurisdiction, such finding of invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions hereof. In the event that it becomes necessary to bring any action or proceeding as a result of the violation or attempted violation of these covenants, conditions and restrictions, then the person(s) or entity causing or attempting to cause the violation shall

bear all of the cost and expense incurred by any party in enforcing these covenants, conditions and restrictions.

22. These Covenants, Conditions and Restrictions may be amended by a writing executed in recordable form by the Owners of eighty (80%) percent of Lots or their respective heirs, successors and assigns or at any time by the Declarant, provided that the express consent of the Township of Pine also must be given if required under provisions of paragraph 20 of this Declaration. Such amendment shall be effective upon recording in the Office of the Recorder of Deeds of Allegheny County.

IN WITNESS WHEREOF, Frank J. Madia, sole owner of Salem Development Company has executed this Declaration as of this 4th day of March, 2004.

WITNESS:


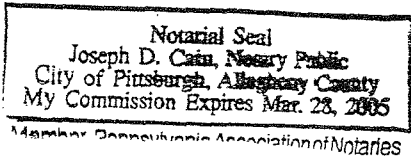
SALEM DEVELOPMENT COMPANY

By 
Sole Owner

ACKNOWLEDGEMENT

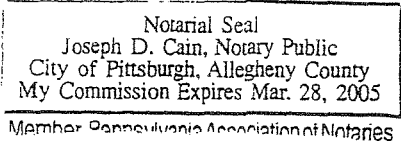
COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF ALLEGHENY }

On this 4th day of March, 2004, before me, the undersigned officer, a Notary Public, personally appeared Frank J. Madia known to me and who acknowledges that he is Sole Owner of Salem Development Company and that in such capacity he executed the foregoing Declaration of Covenants, Conditions, and Restrictions for the purposes therein contained.



[Handwritten Signature]

Notary Public



MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF ALLEGHENY }

RECORDED on this _____ day of _____, 2004 in the Recorder's Office of the said County, in Deed Book Volume _____, Page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

Recorder

WILL CALL
Cain, Ackerman and McCormick P.C.