



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

Instrument Number: 2020-2298

BK-DE VL-17915 PG-206

Recorded On: January 27, 2020 As-Deed Agreement

Parties: LUXURY TOWN HOMES HUNTINGTON WOODS HOME  
To LUXURY TOWN HOMES HUNTINGTON WOODS HOME

# of Pages: 21

Comment: DECL COVENANTS & RESTRICT

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

Deed Agreement 166.75  
0  
0  
Total: 166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 01-27-2020 / Al Matthews

CONDO DECLARATION

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

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

**File Information:**

**Record and Return To:**

Document Number: 2020-2298  
Receipt Number: 3701288  
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User / Station: L Manuel - CASH 02

THOMAS H AYOOB III ESQ  
THOMAS H AYOOB III & ASSOCIATES LLC  
710 FIFTH AVE STE 2000  
PITTSBURGH PA 15219



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

**THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
LUXURY TOWN HOMES OF HUNTINGTON WOODS  
HOME OWNERS ASSOCIATION**

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 14th day of DECEMBER, 2019 by LUXURY TOWN HOMES OF HUNTINGTON WOODS HOME OWNERS ASSOCIATION, a non-profit Pennsylvania corporation, hereinafter referred to as "Association" and amends, restates, and replaces the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated December 23, 1988, and recorded at the Department of Real Estate of Allegheny County at Deed Book Volume 7967, Page 282, last amended by the SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS dated December 18, 2017 and recorded at the Department of Real Estate of Allegheny County at Deed Book Volume 17054, Page 27.

The Association intends by this Declaration to impose upon the Luxury Town Homes of Huntington Woods mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners, as defined herein, of real property within the Luxury Town Homes of Huntington Woods. The Association desires to provide a reasonable procedure to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or hereafter subjected to this Declaration.

The Association hereby declares that all of the property subject to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the Luxury Town Homes of Huntington Woods or any part thereof, their heirs, successors, successors-in title, and assigns, and shall inure to the benefit of each Owner thereof.

WITNESSETH:

WHEREAS, the following described property is situated in the Borough of Franklin Park, County of Allegheny and Commonwealth of Pennsylvania, and shall hereinafter be referred to as Luxury Town Homes of Huntington Woods, being more particularly bounded and described as follows, to-wit:

ALL those certain lots comprising the Huntington Woods Plan of Lots No. 3 in the Borough of Franklin Park as recorded in the Department of Real Estate of Allegheny County in Plan Book Volume 150, pages 106 and 107.

## **ARTICLE I** **DEFINITIONS**

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

"Association" shall mean and refer to Luxury Town Homes of Huntington Woods Home Owners Association, its successors and assigns, which is a membership corporation established at the time of establishment of this Plan.

"By-Laws" shall mean and refer to the By-Laws of the Luxury Town Homes of Huntington Woods, which are incorporated herein by reference, as they may be amended from time to time.

"Board" or "Board of Directors" shall mean the Board of Directors of Luxury Town Homes of Huntington Woods Home Owners Association.

"Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use, maintenance and enjoyment of all Owners.

"Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Luxury Town Homes of Huntington Woods. Such standard may be more specifically determined by the Board of Directors.

"Lot" shall mean and refer to a numbered Lot in the Huntington Woods Plan of Lots No. 3 or amendments aforesaid.

"Member" shall mean and refer to any record Owner in a numbered Lot in the Huntington Woods Plan of Lots No. 3 or amendments aforesaid which is a Member of said Association.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a free simple title to any Numbered Lot in Huntington Woods Plan of Lots No. 3 or amendments, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

"Plan" shall mean and refer to the real property hereinabove described, together with such additional property as is hereinafter subjected to this Declaration.

"Unit" shall mean and refer to each Numbered Lot in Huntington Woods Plan of Lots No. 3 and structure built thereon.

## **ARTICLE II** **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall also have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of

this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of all Owners joined in by the mortgages, if any, it is agreed to terminate. This Declaration may be amended during the first twenty (20) years by an instrument signed by not less than seventy (70%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any amendment must be recorded.

### **ARTICLE III** **RIGHTS AND OBLIGATIONS OF THE** **ASSOCIATION**

Section 1. Providing Documentation. Copies of this Declaration and the By-Laws of the corporation, which specify the powers and obligations of the corporation, voting rights of its Members and administrative structure of the corporation, shall be given to each Owner by the Association prior to or at closing of the sale of each Lot. The Association reserves the right to amend the Articles of Incorporation, Declaration and By-Laws at any time prior to any Owner becoming a member of the corporation. Upon becoming a member of the corporation, each Owner shall be entitled to vote and be required to pay dues and assessments in accordance with the terms of the Articles of Incorporation and By-Laws.

Section 2. Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including common landscaped areas), and shall keep it in good, clean, attractive and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 3. Property. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots within the Plan, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and suspension of maintenance services. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Section 5 County/Borough Ordinances. The Association, through the Board, by contract or other agreement, shall have the right to enforce county ordinances or permit Borough of Franklin Park and/or Allegheny County to enforce ordinances in the Plan for the benefit of the Association and the Owners.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### **ARTICLE IV** **ADMINISTRATION OF RESTRICTIONS**

The Association intends to retain control of the administration of these restrictions. However, the Association reserves the right to transfer or assign its rights hereunder, in whole or in part, to any other person or entity. Successors of the Association shall automatically accede to all rights of the Association under these restrictions.

Should an Owner violate any of these restrictions, the Association shall have the right to undertake correction of the violation and the costs incurred by the Association in doing so shall be immediately due and, if not paid, the Association may impose a lien on the Owner's Lot until paid and which may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Pennsylvania.

#### **ARTICLE V** **PROPERTY RIGHTS**

Section 1. Owners' Easement of Enjoyment. Every Owner has a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to Lot, subject to the following provisions:

(a). the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations, unless the infraction is continuing in nature;

(b). the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(c). the right of individual Owners to the exclusive use of parking space and certain other limited areas as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, their right of enjoyment to the Common Area and facilities to family members, tenants, guests, or contract purchasers who reside on the property.

## **ARTICLE VI** **ENFORCEMENT**

It shall be the responsibility of the Board of Directors to hear all complaints brought before it by an Owner as to the alleged violation of any condition, rule or regulation of ownership and use of a Unit, or the Common Area by any other Owner, spouse of Owner, child of Owner, or guest or tenant of Owner. Upon receipt of a complaint in writing, the Board shall establish a hearing time and place, to be scheduled within ten (10) days, but no sooner than five (5) days. The Owner accused of such violation shall be notified in writing of the alleged complaint and the time and place of hearing by regular mail and be given at least three (3) day notice of such hearing. The Board, as a whole shall require testimony from any other Owner or witness. The hearing shall be public. The Board, after hearing all testimony, shall, if such violation has been factually verified, levy an assessment upon the Owner who violated, or whose spouse, child, guest or tenant violated the condition, rule or regulation of the Association. The levy shall be no less than \$50 and not more than \$500, plus any amount of physical damage which resulted to the Common Area as a result of any such violation. Said assessment shall become a lien and have the same standing and effect as the annual assessment.

In the instance where a violation shall be continuing in nature, the levy of an assessment shall be a daily or monthly levy, to be determined by the Board, and the assessment shall automatically be renewed each day or month, respectively, without further bearing until such time the violation has been abated.

Any Owner by this section shall have the right of appeal from the decision of the Board.

## **ARTICLE VII** **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of *any* Lot subject to assessment.

Section 2. Voting Rights. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. In no event shall more than one (1) vote be cast with respect to any Lot.

In any situation where a Member is entitled personally to exercise the vote for their Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

## **ARTICLE VIII** **MEETINGS**

Section 1. Annual Meetings. On the second Tuesday of November of each year, or such other day and month as may be determined by the Board, the Association shall conduct

their annual meeting and election of the Board of Directors. The meeting shall take place at the hour of 7:00 p.m., or such other hour as may be determined by the Board.

Section 2. Quarterly Meetings. Within each calendar quarter, or such other day and as may be determined by the Board, the Board shall conduct their quarterly meeting of Directors. Minutes of said quarterly meeting shall be distributed to all Owners. If the Board deems necessary, more frequent meetings to address specific operational issues may be called and minutes will be distributed to all Owners. All quarterly meetings are to be made public, however due to limited space, the Board requests that all Owners wishing to attend such quarterly meeting advise of his/her desire to attend in advance of such quarterly meeting. Notice of such quarterly meeting is given in the Board minutes of the previous quarter.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, notice of which shall be given to all Members at least fifteen (15) days prior to special meeting, Special meetings of the Board may be called at any time by the Board of Directors, notice of which shall be given in the minutes of the Board meeting.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary or the Association's agent (management company). Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

## **ARTICLE IX BOARD OF DIRECTORS**

Section 1. Enumeration of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be comprised of at least four (4), but not more than seven (7) Members, each of whom shall be an Owner.

Section 2. Term of Office. Each director shall be elected for a term of three (3) years, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve. At each successive annual meeting, a new director shall be elected for a term of three (3)

years for any director whose term has expired, has been terminated or who has been otherwise disqualified.

Section 3. Nomination of Directors. Nomination for election to the Board of Directors shall take place at the annual meeting. Nominations may be made by Members from the floor at the annual meeting. Such nominees must be from among the Members.

Section 4. Election of Directors. Election to the Board of Directors shall be by secret written ballot or by polling those in attendance at the annual meeting or by proxy. At such election, the Members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Duties of Directors. The Board of Directors shall determine, from time to time, the equitable distribution of specific duties within and among the directors to efficiently and effectively perform and carry out the responsibilities of the Board.

Section 6. Special Appointments. The Board may elect such other directors as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7. Removal of Directors. Any director may be removed from office, with or without cause, by a majority vote of the Board or by a majority vote of the Members of the Association. Any director may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8. Vacancies. A vacancy left by any director may be filled by appointment by the Board. The director appointed to such vacancy shall serve for the remainder of the term of the director he/she replaces. If no replacement is appointed by the Board, then the vacancy shall be filled at the next annual meeting, which new director shall be elected for a term of three (3) years.

Section 9. Compensation. Directors shall not receive compensation for any service they may render to the Association. However, Directors may be reimbursed for their actual expenses incurred in the performance of their duties upon approval by the Board.

Section 10. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Quorum of Directors. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.



**ARTICLE X**  
**EXTERIOR MAINTENANCE**

The Association shall maintain and keep in good repair the Common Areas and provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:

Section 1. Front Landscaping. Maintain the property in the front of the Units from the front exterior walls to the sidewalk and beds/shrubs on the side of end Units and includes trees and beds, with existing foliage maintenance and replacement as needed. Owners must clean up and maintain what they plant (annuals or perennials). Any modification of existing beds must be approved by Board and is required to be maintained by Owner.

Section 2. Rear Landscaping. Grass cutting only and maintain base of hillside to support drainage (from back exterior wall to drainage areas and base of the hillside). Does not include any trees, shrubs or beds in rear, on the hillside or any additional rear landscaping added by the Owner. Owners are responsible for maintenance of the rear of their Lots, including the hillside landscape within the Lot.

Section 3. Landscaping Common Areas. Maintain the landscaping within the common areas -- property across the street from the curbside to the shrubs and the bank of the hillside leading down to the creek, as well as side properties between buildings. Includes maintenance of the trees.

Section 4. Gas Lights. Clean, repair, and/or replace as needed.

Section 5. Mailboxes. Maintain common appearance from the curb -- replace and repair boxes and wooden posts as needed.

Section 6. Exterior Painting.

(a). Exterior Surfaces. The entire exterior of all Units shall be painted in common colors on a yearly rotational basis.

(b). Touch Ups. Painters complete touch up work identified by Owners when they are present in the ordinary course of yearly painting. Any homeowner wishing to paint before then must do so themselves at their own expense. Board will continue to provide paint in common colors (as available) or provide the paint formula to Owners to purchase themselves for small touch ups.

(c). Privacy Fences. Painting of rear privacy fences will be done during regular rotational painting cycle.

(d). Garage Doors. Painting of garage doors will be done as needed during regular rotational painting cycle.

Section 7. Snow Removal. Snow shall be cleared from driveways and sidewalks when 2+ inches are present, and a chemical compound shall be spread for melting.

Section 8. Extermination. Will be done on the exterior only (includes entire perimeter of the Units and the roofline for bees and nesting insects).

Section 9. Roof Repair. Roof replacement and repairs as needed. This includes the actual roof and roofing material only and does not include connecting gutters or downspouts or wood trim holding or connecting gutters to the slope of the roof as it joins the side of the structure.

Section 10. Gutters and Downspouts. Provide annual gutter flushing (above-ground downspouts only).

Section 11. Exterior Siding, Wood Trim, Cedar, Vinyl, Soffit & Facia. Painters complete some minimal repairs only on Units they are currently painting and expense is paid by Association. Any repair considered by the Board to be other than a minor repair will be done at the expense of Owner.

Section 12. Owners' Responsibility. The following items are *not* considered routine maintenance performed by the Association, and therefore repair and/or replacement of the same is the responsibility of the Owner (including but not limited to): rear landscaping (other than grass cutting), cement driveways, sidewalks, walkways, front porches and steps, patios, retaining walls and attached steps, exterior window seals, replacement of gutters and downspouts, privacy fences (other than the routine rotational painting), skylights, major repairs to exterior siding, wood trim, soffit and facia, repair and/or replacement of garage doors,

In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such maintenance shall be an additional charge added to and collected in the same manner as an assessment, except that such cost of repair shall be borne by said Owner entirely.

Section 13. Owners' Request for Maintenance. Any request for maintenance made by Owner must be made in writing and submitted to the Board for review. Except in cases of emergency, the request shall be reviewed and discussed at the next regularly scheduled Board meeting, and the required action will be taken immediately thereafter.

In the event any Owner wishes to have the Association review the aforesaid maintenance policy and/or amend it in any way, Owner must first obtain a seventy percent (70%) interest in doing so from the remaining voting Members and proof must be presented in writing to the Board before the issue will be addressed by the Board.

Section 14. Enforcement. Should any Owner fail to properly and timely perform his or her maintenance responsibility, the Association may provide reasonable notice and an opportunity to cure the problem. If the Owner fails to cure the problem, the Association shall have the right to correct the violation and be reimbursed by the Owner

for the cost of such correction. The Association may seek reimbursement from the Owner according to the terms of these covenants.

## **ARTICLE XI** **ASSESSMENTS**

Section 1. Purpose of Assessments. The assessments levied by the Association as hereinafter provided shall be to promote the recreation, beauty, health, safety of residents of the Plan and improvement and maintenance of the Common Area. The Association may also impose fines as determined by the Board, each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Plan, is deemed to covenant and agree to pay these assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of any assessment.

Section 2. Creation of the Lien and Personal Obligation of Assessments. For each Lot owned in the Plan, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, (3) maintenance assessments and (4) violation assessments; with such assessments to be established and collected as hereinafter provided.

Such assessments, when delinquent, may be enforced by suit, judgment and foreclosure.

Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose.

Section 3. Interest. All assessments, together with interest at a rate not to exceed the highest rate allowed by Pennsylvania law as computed from the date the delinquency first occurs, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Section 4. Exemption from Liability. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, non-use of Common Areas or abandonment of the Lot.

Section 5. Set-Offs. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or setoff shall be claimed by or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 6. Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same for any Lot for which it holds a lien. During the period in which a Lot is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessments shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7. Annual Assessment. The Board of Directors shall establish the amount payable as an annual assessment. The Board shall direct the same to be paid in a lump sum with a five percent (5%) discount by a certain date, or shall provide for monthly payments of the same, due by the fifth (5<sup>th</sup>) of each month, to be made without discount.

Section 8. Annual Assessment Increase. Members must be given a fifteen (15) day notice of any intention to increase the annual assessment. If the Board shall deem an increase in the annual assessment to be more than a five percent (5%) increase over the current annual assessment in any given year, then the Board must first obtain the approval of seventy percent (70%) of the voting Members in attendance in person or by proxy at the Annual Meeting or other such meeting called for this purpose prior to the institution of the increase. Members must vote on any such increase in person or by proxy at the Annual Meeting or other such meeting called for this purpose.

Section 9. Annual Assessment Late Fee. If all or part of the annual assessment fee, if paid monthly, is not received by the end of each month, a \$25 late fee will be assessed on the first day of the month next following, and a similar \$25 late fee will be assessed for each and every month the monthly assessment fee, or any portion thereof, shall remain unpaid. Such late payment fee shall be in addition to, and not in lieu of, interest at a rate not to exceed the highest rate allowed by Pennsylvania law as computed from the date the delinquency first occurs. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

Section 10. Date of Commencement of Annual Assessments. The annual assessment provided for herein shall commence as to all Lots immediately upon purchase of said Lot, but may be made in monthly installments beginning immediately upon purchase of said Lot. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of the issuance. The Association is entitled to withhold any resale certificate from any Owner if said Owner is delinquent in the payment of any assessment, fine or penalty until such time as the payment of any outstanding amount owed is paid in full.

Section 11. Maintenance Assessments. In addition to the other assessments herein provided, the Association may also levy a maintenance assessment against any Owner to reimburse the Association for costs incurred in bringing an Owner and his Lot and the dwelling constructed thereon into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations. Maintenance assessments may be levied upon any Lot if the Owner fails to keep the exterior of the Dwelling Unit in proper repair, including, but not limited to, driveways, porches, sidewalks, retaining walls, rear landscaping and pavement as set forth in Article X, Section 14. Maintenance assessments may be levied upon the vote of the Board after notice to the Member and after a reasonable period of time is given for said compliance. All maintenance services arranged by the Board shall be obtained in the same manner as the other services provided by the Association.

Section 12. Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment for capital improvements from time to time. The obligation to pay special assessments shall be computed on the same basis as any other assessment. Special assessments shall be payable in such manner and at such times as determined by the Board.

Section 13. Violation Assessments. The Board of Directors may levy an assessment upon the Owner who violated any Covenant, By-Law, Rule or Regulation, or whose spouse, child, tenant or guest violated the Covenant, By-Law, Rule or Regulation, of the Association. The levy shall be no less than \$50 and not more than \$500, plus any amount of physical damage which resulted to the Common Area as a result of such violation. Said assessment shall become a lien and have the same standing and effect as the annual assessment.

In the instance where a violation shall be continuing in nature, the levy of an assessment shall be a daily or monthly levy, to be determined by the Board, and the assessment shall automatically be renewed each day or month, respectively, without further hearing until such time as the violation has been abated.

At the discretion of the Board, any maintenance may be suspended for any Owner during the period in which Owner's assessments of any type are in arrears. Maintenance will resume at such time when Owner is current on any and all assessments and fees.

Section 14. Subordination of the Lien to Mortgages. 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 assessment as to payments which became 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.

## **ARTICLE XII**

### **ARCHITECTURAL CONTROL**

The following terms, conditions and restrictions exist to promote the integrity, beauty, continuity and property value of the Plan and Common Areas and to provide for the health and safety of the Owners, residents, guests or visitors.

Section 1. Structures. No building, fence, wall, deck or other structure shall be commenced, erected or maintained in the Plan, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, material, color and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of the Association. The extent of discretion reserved to the Board is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by the Board to be appropriate from time to time, including considerations that are aesthetic and subjective, to assure a proper continuity, integrity and coordination of the Units.

Section 2. Exterior Changes. No Owner, Member, tenant, contract purchaser or resident may paint or resurface any portion of the exterior of any building until the approval of the Board is obtained. No resurfacing of a walkway or driveway is permitted without said Board approval. Nor may any addition in the nature of storm doors, storm windows, exterior storage buildings, awnings or houses for pets be made without said Board approval.

Section 3. Antennae. No television, radio or other electronic antenna are permitted to be installed on the exterior, at any time, without said Board approval.

Section 4. Landscaping in Front of Unit. No plantings within the established grass area is permitted without said Board approval. The maintenance or care for any additional landscaping planted in the front of the Unit is the sole responsibility of Owner, once said Board approval is received.

No existing tree or shrub shall be removed or cut down without the approval of the Board and any removal or cutting-down without such approval shall be the basis for a violation assessment to replace said tree or shrub. Such assessment shall constitute a continuing violation until such time as there is a physical replacement of the tree or shrub. If Owner requests an existing tree or shrub to be removed, and said tree or shrub is living and in healthy condition, costs of removal of the same shall be the sole responsibility of Owner and may only be removed once proper Board approval is obtained.

Section 5. Outbuildings. No playhouse, tree house, tool house, greenhouse, hot tub, swimming pool or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot without said Board approval. No detached garage, of any type, may be erected within the Association. The Board reserves the right to prohibit any of the same if, in the opinion of the Board, it would constitute a nuisance to Owners of other Lots within the Association, or is not in compliance with the Community-Wide Standards.

Section 6. Outdoor Lighting. The placement and intensity of outdoor lighting, whether for security or ornamentation, other than decorative fixtures erected on dwellings and having a maximum wattage of 150 watts, shall be approved by said Board. All Units shall have one gas post lamp for the purpose of street lighting.

Section. 7. Storm Doors. Installation of a storm door requires the prior approval of the Board. Pursuant to prior Board approval, any storm doors which are determined to be acceptable must be full glass doors and match the corresponding current color being utilized at the time of installation of the door in the North and South Courts, respectively. The Board reserves the right to require removal of any storm door that has not been properly painted and/or which has deteriorated in appearance. All maintenance and upkeep of any storm door installed by Owner is the sole responsibility of the Owner.

Section 8. Holiday Decorations. Holiday decorations are to be removed within one (1) month following the holiday. In no event shall holiday lights be turned on more than one (1) month before or after such holiday.

Section 9. Requests for Board Approval. All requests for Board consideration shall be placed in writing and submitted to the Board, who shall have thirty (30) days following the submission to either approve or reject the request. If the Board does not approve or reject within the thirty (30) day period, they shall be deemed approved. If the Association rejects all or any portion of the request, the Owner shall resubmit them or portions of thereof, and the Association shall have thirty (30) days after resubmission within which to accept or reject. Failure of the Association to accept or reject shall be deemed acceptable.

Section 10. Board Approval. All determinations and approvals from the Board shall be in writing and shall be procured prior to any act being undertaken which requires such determination and approval, or which would violate these restrictions unless such determination or approval was obtained.

Section 11. Precedent. The wanting of any approval or the making of any determination shall not be construed as a precedent binding the Board or the Association to any other similar or identical approval or determination, and no action or inaction of the Board shall be deemed a waiver of any of their rights hereunder.

Section 12. Appearance of Lots and Buildings. The Owners of all Units shall maintain their dwellings in good repair and in a sightly condition consistent with the Community-Wide Standards in the Plan. It shall be the obligation of every Owner to prevent accumulations of rubbish and debris on their Lot at all times.

**ARTICLE XIII**  
**OWNER'S FAILURE REGARDING**  
**MAINTENANCE RESPONSIBILITY**

If any Owner fails properly and timely to perform his or her maintenance responsibility, as prescribed by the Board, the Association shall have the right to undertake

correction of the violation and the costs incurred by the Association in doing so shall be immediately due and, if not paid, the expense thereof shall become a lien on the property, and may be foreclosed by the Association as in the case of the foreclosure of a mortgage under Pennsylvania statutes. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to any action being taken by the Board.

#### **ARTICLE XIV DAMAGED OR DESTROYED BUILDINGS**

Any dwelling or other structure on any Lot which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt or torn down and all debris removed and the Lot restored to a slightly condition with reasonable promptness. The Association may enter on any premises where any damaged or destroyed Unit has been left without substantial and continuing building progress for more than three (3) months and cause such repair to the dwelling or other structure to be demolished and/or repaired, the expense thereof shall be immediately due and payable to the Association by the Owner and shall become a lien on the property, and may be foreclosed by the Association as in the case of the foreclosure of a mortgage under Pennsylvania statutes.

#### **ARTICLE XV USE – NUISANCES**

Section 1. Use Restrictions. The properties are intended to be used for the following purposes, and their use is hereby restricted as follows:

- (a). Unit Restrictions. No Unit may be divided or subdivided into a small unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred.
- (b). Inside Maintenance. Unit Owners shall furnish and be responsible, at their expense, all maintenance repairs and replacement within their Unit.
- (c). Use. The Units are to be used for resident purposes only and use is so restricted so as not to permit for offices or home businesses which would be of the nature which would be visited by business invitees.
- (d). Prohibited Use. No articles of personal property belonging to any Unit Owner, including but not limited to garbage cans and recycling bins, shall be stored on the exterior of the Unit without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Area which violates the law or which will increase the rate of insurance on the building or contents thereof.

Section 2. Nuisances. The following shall be considered nuisances and shall not be permitted within the Plan, it being desirable and essential to maintain a high-quality aesthetic living community within the Plan:



(a). No noxious or offensive activity 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.

(b). Temporary Structures. No structures of a temporary nature, including but not limited to a dog house, trailer, tent, shack, garage, barn or other outbuilding, shall be constructed or used on any Lot at any time, either temporarily or permanently.

(c). Signs. No billboards or signs of any kind shall be displayed to the public view except signs used by the Association or Owner or his sales agent in the sale of the property.

(d). Animals. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit on any Lot, or in the Common Area, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. In no case shall outdoor kennels, pens or runs be maintained for any animal. All household pets must be kept contained when outside the Unit, and any dropping from said pet must be immediately disposed of in a proper manner by said Owner.

(d). Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a timely manner as may be prescribed from time to time in rules and regulations of the Association. Said sanitary containers must be removed from the curb within 24 hours of trash pickup.

(e). Laundry Lines. Laundry poles and lines outside of Units are prohibited.

(f). Exterior Noise. Electronic equipment may not be played between the hours of 11:30 p.m. and 8:00 a.m. so that same may be heard outside of the confines of the Unit in which it is contained. Meetings or parties, with business invitees and guests of each Owner are to be conducted indoors after 11:30 p.m.

(g). Outdoor tanks for storage of fuel and outdoor receptacles for ashes, garbage or refuse are prohibited. Burning of garbage, refuse, brush or leaves is prohibited.

(h). No vegetable garden may be placed in front or side yards, or in any Common Area,

(i). Operation of snowmobiles, dirt bikes, motorcycles or other motorized or alternately powered recreational vehicles are prohibited, except such other motorized or alternately powered vehicles that may be lawfully operated on public streets.

(j). Camping is prohibited.

(k). The discharge of firearms, including B-B guns, pellet guns and other firearms of all types, are prohibited, regardless of size.

(l). The installation of window air conditioning units is prohibited.

## **ARTICLE XVI INSURANCE**

Section 1. Association Coverage. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available for all Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The insurance shall be in any amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and the Owners for all damage or injury caused by the negligence of the Association or any of the Owners or their agents. The public liability policy shall have at least a \$100,000 minimum property damage limit.

Section 2. Association Premiums. Premiums for all insurance shall be expenses of the Association and shall be included in the Assessment. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Section 3 Association Losses. Exclusive authority to adjust losses under policies obtained by the Association on the Plan shall be vested in the Association's Board of Directors. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by Owners.

Section 4. Owner Coverage. Each Owner shall maintain insurance for his/her Unit in any amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. Each Owner must also maintain liability insurance for his/her Unit.

Section 5. Owner Proof of Insurance. Each Owner must annually present to the Board an updated proof of insurance certificate indicating that 100% replacement cost and liability insurance is in place for said Unit. Any Owner failing to produce such proof of insurance will be subject to violation assessment as determined by the Board.

## **ARTICLE XVII INDEMNIFICATION**

The Association shall indemnify every officer, director, and Board member against any and all expenses, including counsel fees, reasonably incurred or by imposed upon such officer, director, or Board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or Board member. The officers, directors, and Board members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have

no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors are also Members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or Board member, or former officer, director, or Board member may be entitled.

## **ARTICLE XVIII** **OTHER TERMS AND RESTRICTIONS**

Section 1. Vehicles. Any Owner of a Unit may have as many as three (3) automobiles in each Unit of the Plan at any one time. Two (2) of said vehicles are to be parked in the garage of the Unit owned and one may be parked in the driveway to said Unit's garage. Any parking spaces available in the Common Area or streets may be used only by guests and invitees of any Owner, but may not be utilized by any Owner or those in residence with or through said Owner.

The above-stated parking rights apply to automobiles only. The parking and storage of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles or other recreational devices or vehicles is prohibited, unless placed wholly within the enclosed garage. No such vehicle may be parked in the exterior parking spaces or in the Unit driveways at any time. No such vehicle may be stored in the visitor parking areas.

No repairs or maintenance of vehicles shall be made in driveways. Only vehicles registered as private passenger vehicles, as determined by the Commonwealth of Pennsylvania vehicle registration, may be kept in the Common Area, or in designated parking spaces or in the driveways, except for temporary loading and unloading. All motor vehicles shall display current licenses and registration and must be insured. No unregistered vehicles will be permitted on the premises. Parking on the grass by any Owner or visitor is prohibited at all times.


Section 2. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 3. Winterization. All Units shall be heated for the period from November 1 through April 30 to a minimum temperature of at least 40 degrees F. In the event a pipe should freeze and burst due to the negligence of Owner, that Owner may be held responsible for all damages and the subject cost of repair to other Unit Owners involved.

Section 4. Home Inspection Repair Costs. When, in the course of selling a Unit, it is determined by a home inspection that certain items which fall under the Association's responsibility require repair or investigation, and when the Association is requested to investigate such findings but no problem is found, the cost for such investigation will be the responsibility of the Owner.

IN WITNESS WHEREOF, this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Luxury Townhomes of Huntington Woods Home Owners Association, having been approved by an instrument signed by not less than sixty (60%) percent of the Lot Owners, has been duly executed and acknowledged the day and year first above written.

LUXURY TOWN HOMES OF HUNTINGTON WOODS  
HOME OWNERS ASSOCIATION

By:   
\_\_\_\_\_  
Christina B. Middlemiss, President

Attest:   
\_\_\_\_\_  
Sushil Trikha, Treasurer

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Butler )

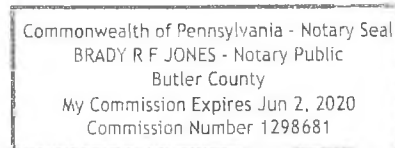
SS:

On this 14 day of December, 2019, before me, the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared, Christina B Middlemiss who acknowledged himself/herself to be the President of the Luxury Townhomes of Huntington Woods Home Owners Association, a Pennsylvania non-profit corporation, and that he/she, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself/herself as such officer, and desired that the same might be recorded as such.

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

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

My Commission Expires: June 2, 2020



After recording mail to:

Thomas H. Ayoob, III, Esquire  
Thomas H. Ayoob III & Associates, LLC  
710 Fifth Ave. – Ste. 2000  
Pittsburgh, PA 15219