

**LINDEN VUE HOMEOWNERS  
ASSOCIATION, INC.**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200302894

RECORDED ON  
Jan 23, 2003  
2:19:37 PM

RECORDING FEES \$64.00  
PROPERTY IMPROVEMENT \$2.00  
ORDER IMPROVEMENT \$3.00  
STATE WRIT TAX \$0.50  
TOTAL \$69.50

157990 USER: JF

## FIRST AMENDMENT AND RESTATEMENT

OF THE

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
200303903

RECORDED ON  
Jan 29, 2003  
2:13:33 PM

RECORDING FEES \$66.00  
PROPERTY IMPROVEMENT \$2.00  
ORDER IMPROVEMENT \$3.00  
STATE WRIT TAX \$0.50  
TOTAL \$71.50

159018 USER: JF

FOR

## LINDEN VUE HOMEOWNERS ASSOCIATION, INC. (A PLANNED COMMUNITY)

**FIRST AMENDMENT AND RESTATEMENT**

**OF THE**

**DECLARATION OF COVENANTS**

**CONDITIONS AND RESTRICTIONS**

**FOR**

**LINDEN VUE HOMEOWNERS ASSOCIATION, INC.**

**(a planned community)**

**THIS FIRST AMENDMENT AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the date hereinafter set forth by JND Properties, LLC, a Pennsylvania limited liability company hereinafter referred to as "Declarant".**

**WITNESSETH**

**WHEREAS, Declarant is the owner of certain property located in North Strabane Township, Washington County, Pennsylvania, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof and which is the subject of a Master Site Plan which is attached hereto and made a part hereof as "Exhibit "A - 1"; and**

**WHEREAS, Declarant has caused to be filed with the Recorder of Deeds Office of Washington County A Declaration of Covenants, Conditions and Restrictions on February 6, 2002 at Instrument Number 200204938 covering the Property as hereinafter defined; and**

**WHEREAS, Declarant wishes to amend the Declaration and restate those provisions not so modified so as to remain in full force and effect as of the original date of the filing the Declaration.**

**NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A", 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 and be binding on all parties having any right title or interest in the described property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.**

## ARTICLE I

### DEFINITIONS

Section 1. "Additional Real Estate" means the real property described in Exhibit "B" attached hereto and made a part hereof, so long as the Declarant's rights to add such real estate to the Property continue to exist.

Section 2. "Association" shall mean and refer to the Linden Vue Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

Section 3. "Board of Directors" and the "Board" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

Section 4. "Common Area" shall mean all real property interests owned or leased (including easements) by the Association for the common use and enjoyment of the Members of the Association. The Common Area to be owned by the Association following the recording of the Declaration of Covenants, Conditions and Restrictions shall be bounded and described as set forth in Exhibit "C" attached hereto and made a part hereof. This term shall include other real property that may be hereinafter conveyed to the Association as Common Area pursuant to this Declaration, as amended.

Section 5. "Declarant" shall mean and refer to JND Properties, LLC, its respective successors and assigns, if such successors and assigns should acquire one or more Lot(s) which is part of the Property from the Declarant for the purpose of site development and/or construction, provided such person or entity is engaged in the residential development and/or construction business at the Property.

Section 5A. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions filed with the Recorder of Deeds Office of Washington County on February 6, 2002 at Instrument Number 200204938.

Section 6. "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Property which is designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to any plot of land and any designation of units shown upon the recorded subdivision map of the Property (including any subplots established by letter, dotted lines or otherwise), or on any Exhibit attached hereto, or any Supplemental Declaration or Amendment thereto, with the exception of the Common Area. If a designation of a Living Unit does not result in an actual corresponding constricted Living Unit, a "Lot" shall mean and refer to an area upon or in which each separate Living Unit is constructed.

Section 7a. "Single Family Lot" shall mean an area of land upon which a single family detached home is erected.

Section 7b. "Town Home Lot" shall mean an area of land upon which an attached multiple family dwelling is erected.

Section 8. "Member" shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration, as amended.

Section 9. "Occupant" shall mean and refer to the occupant of a Living Unit and shall be either the Owner or a lessee who holds a valid lease.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 11. "Property" shall mean and refer to the certain real property illustrated in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association by the Declarant or by vote of the Owners as provided in the Declaration, as amended.

Section 12. "Recorded" shall mean duly recorded in the office of the Recorder of Deeds of Washington County, Pennsylvania.

## ARTICLE II

### PROPERTY RIGHTS

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

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for use and/or ownership of any Common Area including recreational facility if any situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and/or recreational facilities by a Member for any period during which any assessment against his Lot or Living 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 or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the Members. Except as may be permitted by Section 3 of this Article II, and as may be elsewhere provided for herein, no such dedication, transfer or mortgage shall be effective unless an instrument signed by eighty percent (80%) of each class of Members (except Class C) agreeing to such dedication, transfer or mortgage has been recorded.

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

Section 2. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any Member to pay assessments as provided in Article IV of this First Amendment and Restatement of the Declaration.

Section 3. Title of Common Area. Title to the Common Area shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances except as set forth in Section 4 of this Article II. The Declarant shall have the right to reserve for the purpose of development of the Property all or any portion of the Common Area for various utility rights of way in connection with development of the Property, together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development of the Property. Declarant's rights hereunder shall not unreasonably interfere with the Members' easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition. Any Lot with access over a private road, if any, shall have, as an appurtenance thereto, the right to the use and enjoyment of such private road, subject to Article VII hereof and subject to such reasonable rules and regulations as may be adopted by the Association. The right to use and enjoy such private road, if any, shall be perpetual, appurtenant to and shall pass with the title to each such Lot.

The Declarant shall assign and convey to the Association, all right title and interest that it has to the perpetual easement evidenced by Deed of Landscape and Maintenance Easement from Robert Marsic and Barbara Marsic to Declarant, which is recorded at the Recorder of Deeds of Washington County at Instrument Number 200130004.

Section 4. Additional Common Area. The Declarant hereby retains the right to designate as Common Area any portion of the Property described in Exhibit "D" attached hereto and incorporated herein, and any improvement or facility then existing thereon. All Common Area shall be conveyed to the Association by the Declarant by the later of the date of conveyance or lease by the Declarant of the last Lot the Declarant reserves the right to include in the Property or seven years from the date of the recording of the Declaration. The obligation of Declarant to convey the Common Area to the Association shall be binding on any successor in interest of the Declarant. Prior to conveying the Common Area to the Association, it shall continue to be owned by the Declarant, or in the case of the Additional Real Estate by Lindencreek Associates, unless the Additional Real Estate is acquired by the Declarant. At the time of conveyance of all or any part of the Common Area, the Declarant shall prepare and deliver to the Association a deed or deeds of special warranty conveying the Common Area to the Association. In return, the Declarant shall receive from the Association a Note and Mortgage evidencing the obligation of the Association set forth in the following paragraph.

At the time all Common Area is conveyed to the Association, the Association shall be obligated to pay to the Declarant the sum of \$1,600.00 per month per year for twenty-five (25)

years. This monthly payment is calculated by obligating each Lot to pay \$10 per month with 160 being the number of Lots anticipated at the time of recording the Declaration. If the number of Lots actually developed should change, the monthly obligation shall also change based on a payment of \$10 per month per Lot. This payment shall compensate Declarant for the acquisition cost of the Common Area and for the cost of installing putting greens, walking trails, and park areas (hereinafter collectively referred to as "Common Area Amenities") upon the Common Area. The funds for this payment shall originate from the monthly assessment against each Lot by the Association required pursuant to Article IV.

The Common Area or any part thereof shall not be conveyed by Declarant to the Association until the Common Area Amenities have been completed, unless a third-party guarantee, bond, escrow fund, or letter of credit, along with Declarant's own written guarantee of completion, have been provided to the Association. The aforesaid third-party guarantee, bond, escrow fund, or letter of credit and Declarant's written guarantee shall not expire until completion of the Common Area Amenities. Additionally, for any uncompleted Common Area Amenities, the Declarant shall provide a written statement of the time for completion, which time frame shall be no later than the date of conveyance or lease by the Declarant of the last Lot the Declarant reserves the right to include in the Property or seven (7) years from the date of recording the Declaration. The Common Area Amenities shall be deemed to be completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that the Common Area Amenities are substantially completed in accordance with the descriptions set forth in this First Amendment and Restatement of the Declaration, the plats and plans and the public offering statement.

Section 5. Utility Easements - Right of Entry. Each Lot shall be, and hereby made, subject to easements in favor of the Declarant, the Members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service each Lot. The location of said easements shall be established by the installation or construction of said drainage and sewage systems and utility services by the Declarant.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment and each Occupant of a Living Unit 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 and/or occupancy of any Lot or Living Unit.

Section 2. Membership Classes and Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all Owners, except the Declarant, of each Lot upon which a single family home is constructed, and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class B. Class B Members shall be all Owners, except the Declarant, of each Lot upon which a town home is constructed, and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class C. Class C Members shall be all non-Owner Occupants, except Declarant, who occupy either a town home or single family home and shall not be entitled to vote.

Class D. Class D Member shall be the Declarant, and shall be entitled to four votes for each Lot owned. The Class D membership shall cease and be converted to Class A or B membership, as appropriate, 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 D membership; or

(b) Seven (7) years from the first conveyance of a Lot by the Declarant.

Section 3. Joint Owners or Occupants. When more than one person holds an interest in any Lot or when more than one person occupies a Living Unit, all such persons shall be Members of the Association; provided, however, the 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 two (2) votes be cast with respect to any Lot not owned by Declarant.

Section 4. Pursuant to the terms of the Deed of Landscape and Maintenance Easement from Robert Marsic and Barbara Marsic to Declarant, which is recorded at the Recorder of Deeds of Washington County at Instrument Number 200130004, the said Robert and Barbara Marsic shall become non-paying members of the Association having a combined one vote in the affairs of the Association.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 to the Association: (1) annual assessments of charges; and (2) special assessments for capital improvements, such 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 Lot against which each



such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the successors in title, unless expressly assumed by them by written agreement. No sale or transfer shall relieve such Lot from the lien for any previously unpaid assessments.

**Section 2. Purpose of Assessments and Maintenance.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members; for the payment to Declarant required by Article II, Section 4, to amortize the cost of the acquisition and improvements to the Common Area; maintenance of the Common Area, access easements and utility easements benefitting more than one Lot, if said easements are not accepted by utility companies for maintenance; and, if determined by the Association in accordance with the provisions of Article VI hereof, for repairs and maintenance to the exteriors of any buildings or other structures on the Property. All Owners of Single Family Lots shall be responsible for all of their own maintenance for their Lots and all improvements and buildings constructed thereon. The Association shall be responsible for planting, maintaining, fertilizing and cutting the grass on all Town Home Lots and for mulching builder installed planting beds on Town Home Lots. The Association shall also be responsible for, , landscaping and repair of the entry area to the Plan; repair, replacement and payment for the cost of electricity used for lighting, if any, installed within said entry area, or elsewhere within the Common Area; repair, replacement and maintenance of any drainage retention basin and system; repair, replacement and maintenance of any fences or street signs installed by Declarant in any portion of the Common Area, easement areas or rights of way; snow and ice removal from access easements so as to provide a means of ingress and egress by vehicles to Common Areas; repair, replacement and maintenance of all easement areas and rights-of-way; repair and replacement of the trees, shrubs, plants, flower beds, planted by Declarant for the benefit of the Association in any of the Common Areas, easement areas or right of way areas of the recorded plans, including all landscaping features incorporated into the master plan. No landscaping shall be remove by the Association or by any Lot Owner whether installed on Common Areas or private Lots without the express written consent of the Declarant.

**Section 3. Maximum Annual Assessments.** Beginning immediately after the closing of a Lot, the maximum annual assessment for each class (A) Member shall be Twenty-five(\$25.00) dollars per month and for each class (B) Member the assessment shall be Seventy (\$70.00) dollars except that under no circumstances shall the Declarant be obligated to pay any assessment fees.

Further, Declarant shall be installing the Common Area Amenities pursuant to Article II, Section 4, the cost of which is to be fully reimbursable to the Declarant. The Declarant shall receive from the Association a payment equal to \$10.00 per household per month for acquiring and developing the Common Area and the Common Area Amenities. This \$10.00 payment shall be taken from the monthly payment of the annual assessment made against each Lot. The payment for the amortization of the aforementioned costs shall be made by the Association to the Declarant pursuant to Article II, Section 4.

From and after January 1 of the year immediately following the recording hereof, by vote of the Board of Directors, the maximum annual assessment may be increased each year above the maximum assessment permitted for the previous year by not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

From and after January 1 of the year immediately following the recording hereof, the maximum annual assessment may not be increased by more than ten (10%) percent, unless by a vote of two-thirds (2/3rds) of each of the Members (except Class C) in existence who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

The Board of Directors may fix the annual assessment at an amount not in excess of the maximums as hereinbefore set forth.

**Section 4. 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 Common Area, including fixtures and personal property related thereto, or for repair or replacement of easements for utilities, if any, on the Lots, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class of Members in existence who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

**Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4.** Written notice of any meeting called, in accord with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 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 fifty (50%) percent of all the votes of each class of membership in existence 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, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

**Section 6. Uniform Rate of Assessment.** With the exception that the Declarant shall pay no assessments, 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 7. Date of Commencement of Annual Assessments – Due Dates.** The Annual assessments provided for herein shall commence as to all Members on the first day of the month following written notice on the commencement thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. With the exception

of the first annual assessment, the Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to the Owner of every Lot 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. 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 its issuance.

**Section 8.** Effect on Nonpayment of Assessments – Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

**Section 9.** Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned or leased 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. Provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

## ARTICLE V

### ENVIRONMENTAL PROTECTION BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration of any of the foregoing (including any change in color or materials) be made until the plans and specific actions showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location and color in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives, none of whom need be members of the Association.

In the event the Board of Directors, or its designated EPB, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to an Lot or Living Unit before its initial occupancy. Prior to the initial construction and occupancy of a Living Unit, all plans and specifications for the construction of a Living Unit shall be submitted to the Declarant for its approval.

In carrying out the provisions of any Article of the Declaration, as amended, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot or Living Unit during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon fifteen (15) days written notice to the Member or Members affected thereby to correct the deficiency. No one entering any such Lot or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or wrongful or illegal act by reason of any such entry or inspection.

## ARTICLE VI

### MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon and access easements and such other items as are provided for in Article IV, Section 2 hereof.

Section 2. Individual Lots. Except as otherwise provided in this First Amendment and Restatement of the Declaration, including but not limited to, matters the maintenance for which assessments may be used as provided in Article IV, Section 2 hereof, 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 or the premises and the improvements situate thereon 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, premises and any improvements erected thereon. 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 a part of the assessment to which such Lot and Lot Owner is Subject. Enforcement of the right to recover these assessment may be had pursuant to Article IV, Section 8 herein.

## ARTICLE VII

### USE RESTRICTIONS

The following shall be restrictions on the use of the Property which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession, home occupation, or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without the specific written approval of the Environment Protection Board; provided, however, that this use restriction shall not apply to the Declarant, and shall not apply to the construction of any model home(s) erected and used for the purpose of selling Lots and erecting home(s) in the Plan.

(b) No noxious or offensive activity shall be carried on upon any Lot.

(c) Nothing shall be done on any Lot which may become a nuisance to neighbors.

(d) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no aerial or outside lines or antennas (except as provided by law which at the time of the Declaration permits 18 inch satellite dishes in side or rear yards) of any kind shall be erected except by the Declarant during the period of development.

(e) Other than the Living Unit, no buildings including sheds, trailers, garages or any other buildings or other structures shall be erected, either temporarily or permanently, provided, however, this use restriction shall not apply to the temporary placement of a construction trailer used in conjunction with the sale of Lots and erection of home(s) in the Plan.

(f) No boat, boat trailer, house trailer, trailer, or any similar items shall be stored in the open on any Lot.

(g) 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 Living Unit for sale or rent, or signs used by Declarant to advertise the Property during the construction and sales period, subject to the rights of any Member under the First Amendment of the Constitution of the United States of America.

(h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(i) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board, except by Declarant during development. The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided, further, they are not kept, bred, or maintained for any commercial purposes.

(k) 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 not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No more than one cord of firewood shall be stored or kept upon a Lot. All firewood shall be stored or kept only in the rear yard and within fifteen (15) feet of the rear of the Living Unit and if covered shall only be covered by a black tarp.

(l) 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 record Plans and Declarant reserves the right to establish and may dedicate easements and right-of-way in, on, over, under, through and around portions of Lots for storm water drainage, sanitary sewers and other utilities; provided the same do not unreasonably interfere with the use of the Lot(s) as a residence. 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. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, its respective agent, 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 or established. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(m) No synthetic (e.g. plastic or the like) or natural (i.e. wood) play-sets and swing-sets shall be placed or maintained upon a Lot unless located in the rear yard and within twenty (20) feet of the rear of the Living Unit. Natural (i.e. wood) play-sets and swing-sets may be located more than twenty (20) feet from the rear of the Living Unit if written approval is obtained from the Board or the EPB. All play-sets and swing-sets shall not be located or placed within twenty (20) feet of a side lot line of a Lot.

(n) All Common Areas shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes set forth herein or otherwise authorized by the Association or its Board of Directors, subject to the provisions of the Declaration, as amended.

(o) The Board of Directors and Environmental Protection Board shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason if its

location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem.

(p) Nothing in the Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, walls or other structures or of changes of alterations to the Property as more fully provided in Article V hereof.

(q) Basketball hoops shall only be permitted on side or rear yards. Basketball hoops are not permitted in front yards and shall not be located on front entry garages.

(r) Above ground pools are not permitted any where in the community.

(s) Only invisible fencing is permitted on a Lot. All other fences are prohibited on Lots. Invisible fencing is defined as follows: electronic fences used for animal control. This prohibition on fences shall not apply to fences installed by Declarant on Common Areas and easement areas or to fences required by law to be placed around an in-ground pool.

## ARTICLE VIII

### OPTION TO EXPAND THE DEVELOPMENT

Section 1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7<sup>th</sup>) anniversary of the recording of the Declaration, to add all or any part of the Additional Real Estate to the Property in this development from time to time in compliance with the Pennsylvania Uniform Planned Community Act without the consent of any Owner, Member or Mortgagee. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to the Declaration terminating the option. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "B" hereto. There are no other limitations on this option to add Additional Real Estate to the development.

Section 2. Assurances. Declarant makes no assurances as to location of buildings, Living Units or other improvements on the Additional Real Estate. At such time as the development is expanded, the maximum number of Living Units per acre on the Additional Real Estate as an aggregate will be no more than one (1) Living Unit per half acre. The Additional Real Estate shall be used for residential purposes or as Common Area. Any buildings to be constructed on the Additional Real Estate and Living Units thereon will be compatible in quality, size, materials, architectural style and structure type with buildings and Living Units on the Property. Declarant expressly reserves the right to designate Common Areas in the Additional Real Estate.

Declarant makes no assurances as to type, size, maximum number of such Common Areas. Likewise, Declarant makes no assurances with regard to any improvements and Common Area Amenities that may be made or created upon the Additional Real Estate, except as expressly set forth herein. Owners of Lots and occupants of Living Units situated on the Additional Real Estate shall be immediately entitled to the number of votes as determined for Members within the initial Property subject to the Declaration, as amended. All restrictions in this First Amendment and Restatement of the Declaration affecting use, occupancy and alienation of Living Units and Lots shall apply to Living Units created on the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Living Unit or Common Area Amenities on the Additional Real Estate described in Exhibit "B" and operate the same without restriction, except as set forth above.

## ARTICLE IX

### GENERAL PROVISIONS

**Section 1.** Enforcement. The Association, or any Member, shall 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 the Declaration, as amended. Failure by the Association or by any Member 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 and Construction. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. References in the document to the plural include the singular, and the singular the plural.

**Section 3.** Amendment. The covenants and restrictions of the Declaration, as amended shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than ninety percent (90%) of all Lots and Living Units, and thereafter by an instrument signed by Owners owning not less than seventy-five (75%) percent of all Lots and Living Units. Notwithstanding the right of ownership to initiate an amendment as herein set forth, the Declarant may at anytime, as it sees fit, in its sole discretion, amend the Declaration without vote of the membership. Any amendment must be recorded and takes effect immediately upon recordation.

**Section 4.** Amendment Resulting from Requirement of Governmental Agencies. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of the Declaration, as amended, Declarant is required to amend any terms of the Declaration. Declarant may do so without any further consent or approval of any Owners or Members. Written notice



shall be given to all Members of any such proposed changes for the purpose of Members submitting objections to such government agencies.

Section 5. Conflicts. In the case of any conflict between the Declaration, as amended and the By-Laws of the Association, the Declaration, as amended shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 22nd day of January, 2003.

ATTEST:

JND Properties, LLC

Shari A. DeFardo

By: 

Managing Member

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 22nd day of January, A.D. 2003, before me, a Notary Public, the undersigned officer, personally appeared JOSEPH N. DENARDO, who acknowledges himself to be the Managing Member of JND PROPERTIES, LLC, a Pennsylvania Limited Liability Company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*Kimberly M. Keenan*  
NOTARY PUBLIC  
(Title Officer)

My commission expires:

Notarial Seal  
Kimberly M. Keenan, Notary Public  
South Fayette Twp., Allegheny County  
My Commission Expires Nov. 12, 2006  
Member, Pennsylvania Association Of Notaries



## **EXHIBIT "A"**

### **Property**

**ALL** those certain two parcels of ground situate in North Strabane Township, Washington County, Pennsylvania, being more particularly bounded and described as follows:

#### **FIRST:**

**BEGINNING** at a point on the corner of lands now or formerly of William McClland, and now or formerly of John and Stanley Topka and the parcel herein conveyed; thence from said place of beginning along McClland, Lots 73, 69, 70, 71 and 72 in the Fair Meadows Plan of Lots, and land now or formerly of Shirley Young, North  $73^{\circ} 36' 50''$  East, a distance of 880.30 feet to a point on the corner of lands now or formerly of Shirley Young and now or formerly of Mathes Coal Company; thence by said Mathes Coal Company, South  $61^{\circ} 23' 10''$  East, a distance of 571.23 feet to a point on the corner of Mathes Coal Company and Lot 115 in the Revised Lindenview Plan of Lots; thence by said Lot 115 and 114 South  $28^{\circ} 36' 50''$  West, a distance of 227.28 feet to a point on the line of Lot 114; thence by Lots 114 and 113 South  $45^{\circ} 30' 26''$  West, a distance of 236.92 feet to a point; thence by Lot 113 South  $44^{\circ} 23' 10''$  East, a distance of 149.01 feet to a point; thence by the Revised Lindenview Plan of Lots, Lot 113, a public road, and Lot 112, Lot 111, and Lot 110, South  $61^{\circ} 23' 10''$  East, a distance of 462.79 feet to a point on the corner of Lot 109 and 110; thence by said Lot 109 South  $69^{\circ} 55' 07''$  East, a distance of 109.61 feet to a point on the corner of Parcel B-R1 (Parcel Second Below); thence by said Parcel Second, South  $28^{\circ} 36' 50''$  West, a distance of 420.01 feet to a point; thence by same North  $61^{\circ} 23' 10''$  West, a distance of 926.55 feet to a point on land now or formerly of John and Stanley Topka; thence by Topka North  $44^{\circ} 23' 10''$  West, a distance of 953.66 feet to the place of beginning.

**CONTAINING** 23.1525 acres, and being designated as Parcel A-R1.

#### **SECOND:**

**BEGINNING** at a Southeasterly corner of Parcel A-R1 above, and on line of Lot 109 in the Revised Lindenview Plan of Lots; thence, by Lots 109, 108, 107, 106 and 105, South  $69^{\circ} 55' 07''$  East, a distance of 419.63 feet to the corner of Lot 104; thence by said Lot 104 and Lot 103R, South  $42^{\circ} 05' 58''$  East, a distance of 498.21 feet to the corner of Lot 102R; thence by Lot 102R, South  $75^{\circ} 18' 10''$  East, a distance of 85.78 feet to the line of land now or formerly of Nancy Gulla; thence by said Gulla South  $25^{\circ} 02' 00''$  West, a distance of 425.51 feet to a point; thence by same South  $75^{\circ} 18' 10''$  East, a distance of 261.62 feet to the Westerly side of Linden Creek Road; thence by said Linden Creek Road on a curve to the left with a radius of 2,475 feet, an arc distance of 50.02 feet (B= S  $24^{\circ} 52' 33''$  W); thence by same South  $25^{\circ} 27' 17''$  West, a distance of 263.82 feet; thence by same on a curve to the left with a radius of 825 feet, an arc distance of 186.46 feet (B= S  $18^{\circ} 58' 48''$  W); thence by same South  $12^{\circ} 30' 18''$  West, a distance of 146.79 feet; thence by same on a curve to the left with a radius of 875 feet, an arc distance of 40.82 feet (B= S  $11^{\circ} 10' 07''$  W); thence by same on a curve to the left with a radius of 875 feet, an arc

distance of 80.00 feet (B= S 07° 12' 46" W); thence by a curve to the left with a radius of 875 feet, an arc distance of 8.20 feet (B= S 04° 19' 31" W); thence by same South 04° 03' 24" West, a distance of 184.75 feet to a point; thence by same on a curve to the left with a radius of 525 feet, an arc distance of 126.92 feet (B= S 02° 52' 10" E); thence by same on a curve to the left with a radius of 525 feet, an arc distance of 50.45 feet to a point on the corner of Parcel C-R1: thence by Parcel C-R1 on a curve to the right with a radius of 250 feet, an arc distance of 267.02 feet (B= N 73° 06' 36" W); thence by Parcel C-R1 South 77° 30' 57" West, a distance of 284.11 feet; thence by same South 06° 06' 50" West, a distance of 544.79 feet to a point; thence by same South 83° 35' 44" East, a distance of 593.52 feet to a point on Linden Creek Road; thence by the Westerly side of Linden Creek Road on a curve to the right with a radius of 825 feet, an arc distance of 78.79 feet; thence by same South 23° 01' 21" West, a distance of 125.65 feet to a point at the intersection of Linden Creek Road and Walker Road; thence by a curve to the right with a radius of 25 feet, an arc distance of 38.42 feet to a point on the Northerly side of Walker Road; thence by the said Northerly side of Walker Road, North 73° 29' 52" West, a distance of 731.25 feet to a point on the lands now or formerly of John and Stanley Topka; thence by said Topka, North 06° 06' 50" East, a distance of 1,266.58 feet to a point; thence by same, North 49° 23' 10" West, a distance of 770.50 feet to a point; thence by same North 11° 23' 10" West, a distance of 674.99 feet to a point; thence by same North 44° 23' 10" West, a distance of 381.05 feet to a point; thence by Parcel A-R1, above, South 61° 23' 10" East, a distance of 926.55 feet to a point; thence by same North 28° 36' 50" East, a distance of 420.01 feet to a point, the place of beginning.

**CONTAINING** 50.2977 acres and being designated as Parcel B-R1.

**BOTH** said Parcel A-R1 and Parcel B-R1 are situate in the Lindencreek Associates Plan of Lots Revision of Parcels A, B and C, of record in the Recorder's Office of Washington County in Plan Book Volume 33, pages 17 and 18, and are designated as:

**PARCEL I.D. NOS.** 520-002-00-00-0015-07 and 520-002-00-00-0015-00.

**THIRD:**

**TOGETHER** with a Perpetual Easement for entrance sign, wall, landscaping and maintenance as recorded at the Office of the Recorder of Deeds of Washington County on October 9, 2001, at Instrument No. 200130004 over and in

**ALL** that certain lot or parcel of land situate in the Township of North Strabane, County of Washington, and Commonwealth of Pennsylvania, being more particularly bounded as described as follows:

**BEGINNING** at the line of intersection of the right of way line of Lindencreek Road and Vista Hill Road, and Lot 101 and 102 of the revised Lindenvue Plan of Lots, PBV 28, pages 25 and 26; thence along the right of way of Vista Hill Road, North 71° 53' 10" West a distance of 42.00 feet to a point; thence through Lots 101 and 102, South 59° 46' 52" East a distance of 56.70 feet to a

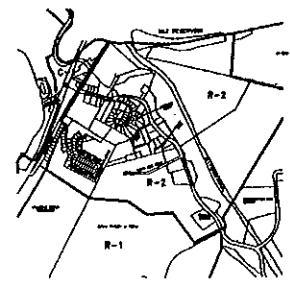
point on the right of way line of Lindencreek Road; thence North 16° 36' 26" East a distance of 37.00 feet to a point, the point of beginning.

**CONTAINING 0.02 acres.**

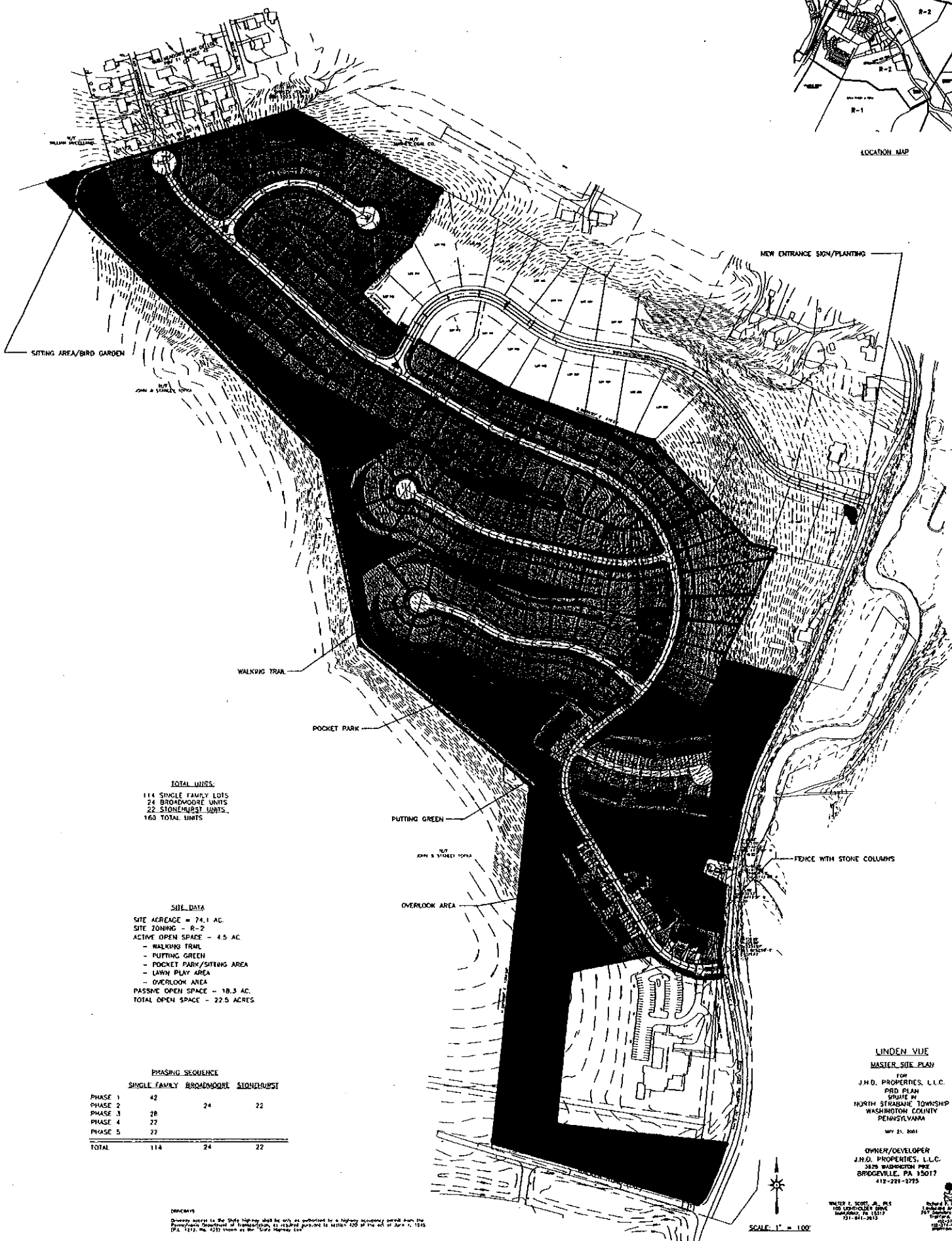
**BEING designated as part of Parcel I.D. No. 520-002-03-00-0001-00 in the Deed Registry Office of Washington County, Pennsylvania.**

**EXHIBIT "A - 1"**

**Master Site Plan**



LOCATION MAP



SITING AREA/BIRD GARDEN

NEW ENTRANCE SIGN/PLANTING

WALKING TRAIL

POCKET PARK

PUTTING GREEN

NEW ASPH & STONED TOPPA

OVERLOOK AREA

FENCE WITH STONE COLUMNS

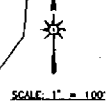
**TOTAL UNITS:**  
 114 SINGLE FAMILY LOTS  
 24 BROADMOORE UNITS  
 22 SIGNERBUST UNITS  
 160 TOTAL UNITS

**SITE DATA**  
 SITE ACREAGE = 74.1 AC.  
 SITE ZONING - R-2  
 ACTIVE OPEN SPACE - 4.5 AC.  
 - WALKING TRAIL  
 - PUTTING GREEN  
 - POCKET PARK/SITING AREA  
 - LAWN PLAY AREA  
 - OVERLOOK AREA  
 PASSIVE OPEN SPACE - 18.3 AC.  
 TOTAL OPEN SPACE - 22.8 ACRES

**PHASING SEQUENCE**

	SINGLE FAMILY	BROADMOORE	SIGNERBUST
PHASE 1	42	24	22
PHASE 2			
PHASE 3	28		
PHASE 4	22		
PHASE 5	22		
<b>TOTAL</b>	<b>114</b>	<b>24</b>	<b>22</b>

**LINDEN VUE**  
 MASTER SITE PLAN  
 FOR  
 J.H.D. PROPERTIES, L.L.C.  
 PRD PLAN  
 GRUPE IN  
 NORTH STRABANE TOWNSHIP  
 WASHINGTON COUNTY  
 PENNSYLVANIA  
 WY 21, 8001  
 OWNER/DEVELOPER  
 J.H.D. PROPERTIES, L.L.C.  
 3276 WASHINGTON PIKE  
 BRIDGEVILLE, PA 15017  
 412-221-2725



**DISCLAIMER**  
 Developer agrees to the State Highway Act as amended by a highway occupancy permit from the Pennsylvania Department of Transportation, 33 Pa.C.S. 3401-3404 to 3410-100 of the Act of June 1, 1978 (P.L. 117, No. 47) known as the State Highway Law.

Richard J. ...  
 Licensed Professional Engineer  
 No. 12345  
 State of Pennsylvania



## **EXHIBIT "B"**

### **Additional Real Estate**

#### **Parcel 1:**

**BEGINNING** at the line of Lot 102R, lot 103R, and the right of way line of Vista Hill Road, Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25 and 26, thence along the aforesaid Lot 102 R and Lot 103R, South 27° 30' 07" West, a distance of 243.90 feet to a point; thence along the line of aforesaid Lot 2R, and Parcel "A", Lindencreek Associates Plan of Lots, PBV 22, pages 708-710, North 42° 05' 58" West, a distance of 219.39 feet to a point; thence along the line of Lot 103R and Lot 104, Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25 and 26, thence North 25° 43' 57" West, a distance of 249.92 feet to a point; thence along the aforesaid right of way line of Vista Hill Road and Lot 103R, South 31° 30' 00" East, a distance of 83.67 feet to a point; thence along the same, a curve to the left with a radius of 275.00 feet and a distance of 148.78 feet to a point, the point of beginning.

**CONTAINING** 1.1198 acres.

**BEING** designated as Lot 103 R in the Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25-26.

#### **Parcel 2:**

**BEGINNING** at the line of Lot 103R, Lot 104, the right of way line of Vista Hill Road, Revised Lindenview Plan of Lots, PBV 28, pages 25 and 26; thence along the line of the aforesaid Lot 103R and Lot 104, South 25° 43' 57" West, a distance of 249.92 feet to a point; thence along the line of the aforesaid Lot 104 and Parcel "A", Lindencreek Associates Plan of Lots, PBV 22, pages 708-710, North 42° 05' 58" West, a distance of 278.83 feet to a point; thence along the line of the aforesaid Lot 104 and Lot 105, Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25 and 26, North 42° 53' 00" East, a distance of 245.35 feet to a point; thence along the aforesaid right of way line of Vista Hill Road and Lot 104, a curve to the right with a radius of 425.00 feet and a distance of 146.94 to a point; thence along same, South 31° 24' 30" East, a distance of 60.82 feet to a point, the point of beginning.

**CONTAINING** 1.3472 acres.

**BEING** designated as Lot 104 in the Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25-26.

#### **Parcel 3:**

**BEGINNING** at a point at the line of Lot 121, Open Space Parcel 1R, and the right of way line of Vista Hill Road, Revised Lindenview Plan of Lots, PBV 28, pages 25 and 26, thence along the

line of Lot 121 and Parcel 1R, North 08° 55' 24" East, a distance of 181.37 feet to a point; thence along the line of aforesaid Parcel 1R, and property now or formerly of Galadi and Yatsko, South 61° 23' 10" East, a distance of 667.57 feet to a point; thence along the line of the aforesaid Parcel 1R and property now or formerly of Joseph Gulla, DBV 1476, page 73, South 11° 36' 50" West, a distance of 294.94 feet to a point; thence along aforesaid Parcel 1R and the right of way line of Vista Hill Road, North 71° 53' 10" West, a distance of 7.07 feet to a point; thence along same, a curve to the right with a radius of 150.00 feet and a distance of 105.73 feet to a point; thence along same, North 31° 30' 00" West, a distance of 156.64 feet to a point; thence along same, a curve to the left with a radius of 475.00 feet and a distance of 411.01 feet to a point; thence along same, North 81° 04' 36" West, a distance of 54.31 feet to a point, the point of beginning.

**CONTAINING 2.7215 acres.**

**BEING** designated as Open Space-R, Parcel 1R, in the Revised Lindenview Plan of Lots, Plan Book Volume 28, pages 25-26.

**EXHIBIT "C"**

**Common Area**

**FIRST:**

A perpetual easement in and to **ALL** that certain lot or parcel of land situate in the Township of North Strabane, County of Washington, and Commonwealth of Pennsylvania, being more particularly bounded as described as follows:

**BEGINNING** at the line of intersection of the right of way line of Lindencreek Road and Vista Hill Road, and Lot 101 and 102 of the revised Lindenvue Plan of Lots, PBV 28, pages 25 and 26; thence along the right of way of Vista Hill Road, North 71° 53' 10" West a distance of 42.00 feet to a point; thence through Lots 101 and 102, South 59° 46' 52" East a distance of 56.70 feet to a point on the right of way line of Lindencreek Road; thence North 16° 36' 26" East a distance of 37.00 feet to a point, the point of beginning.

**CONTAINING** 0.02 acres.

**BEING** designated as part of Parcel I.D. No. 520-002-03-00-0001-00 in the Deed Registry Office of Washington County, Pennsylvania.

**SECOND:**

**ALL** those two certain lots or parcels of land situate in the Township of North Strabane, County of Washington, and Commonwealth of Pennsylvania, being identified as Parcel OS1 and Parcel SW2 in the Linden Vue Plan of Lots, Phase 1 Plan, Revision - 1, as recorded in the Recorder of Deeds Office of Washington County on October 9, 2001 at Plan Book Volume 43, pages 706-708 and at Instrument Number 200130001.

## **EXHIBIT "D"**

### **Potential Common Area**

ALL those certain two parcels of ground situate in North Strabane Township, Washington County, Pennsylvania, being more particularly bounded and described as follows:

#### **FIRST:**

**BEGINNING** at a point on the corner of lands now or formerly of William McClland, and now or formerly of John and Stanley Topka and the parcel herein conveyed; thence from said place of beginning along McClland, Lots 73, 69, 70, 71 and 72 in the Fair Meadows Plan of Lots, and land now or formerly of Shirley Young, North 73° 36' 50" East, a distance of 880.30 feet to a point on the corner of lands now or formerly of Shirley Young and now or formerly of Mathes Coal Company; thence by said Mathes Coal Company, South 61° 23' 10" East, a distance of 571.23 feet to a point on the corner of Mathes Coal Company and Lot 115 in the Revised Lindenview Plan of Lots; thence by said Lot 115 and 114 South 28° 36' 50" West, a distance of 227.28 feet to a point on the line of Lot 114; thence by Lots 114 and 113 South 45° 30' 26" West, a distance of 236.92 feet to a point; thence by Lot 113 South 44° 23' 10" East, a distance of 149.01 feet to a point; thence by the Revised Lindenview Plan of Lots, Lot 113, a public road, and Lot 112, Lot 111, and Lot 110, South 61° 23' 10" East, a distance of 462.79 feet to a point on the corner of Lot 109 and 110; thence by said Lot 109 South 69° 55' 07" East, a distance of 109.61 feet to a point on the corner of Parcel B-R1 (Parcel Second Below); thence by said Parcel Second, South 28° 36' 50" West, a distance of 420.01 feet to a point; thence by same North 61° 23' 10" West, a distance of 926.55 feet to a point on land now or formerly of John and Stanley Topka; thence by Topka North 44° 23' 10" West, a distance of 953.66 feet to the place of beginning.

**CONTAINING** 23.1525 acres, and being designated as Parcel A-R1.

#### **SECOND:**

**BEGINNING** at a Southeasterly corner of Parcel A-R1 above, and on line of Lot 109 in the Revised Lindenview Plan of Lots; thence, by Lots 109, 108, 107, 106 and 105, South 69° 55' 07" East, a distance of 419.63 feet to the corner of Lot 104; thence by said Lot 104 and Lot 103R, South 42° 05' 58" East, a distance of 498.21 feet to the corner of Lot 102R; thence by Lot 102R, South 75° 18' 10" East, a distance of 85.78 feet to the line of land now or formerly of Nancy Gulla; thence by said Gulla South 25° 02' 00" West, a distance of 425.51 feet to a point; thence by same South 75° 18' 10" East, a distance of 261.62 feet to the Westerly side of Linden Creek Road; thence by said Linden Creek Road on a curve to the left with a radius of 2,475 feet, an arc distance of 50.02 feet (B= S 24° 52' 33" W); thence by same South 25° 27' 17" West, a distance of 263.82 feet; thence by same on a curve to the left with a radius of 825 feet, an arc distance of 186.46 feet (B= S 18° 58' 48" W); thence by same South 12° 30' 18" West, a distance of 146.79 feet; thence by same on a curve to the left with a radius of 875 feet, an arc distance of 40.82 feet (B= S 11° 10' 07" W); thence by same on a curve to the left with a radius of 875 feet, an arc

distance of 80.00 feet (B= S 07° 12' 46" W); thence by a curve to the left with a radius of 875 feet, an arc distance of 8.20 feet (B= S 04° 19' 31" W); thence by same South 04° 03' 24" West, a distance of 184.75 feet to a point; thence by same on a curve to the left with a radius of 525 feet, an arc distance of 126.92 feet (B= S 02° 52' 10" E); thence by same on a curve to the left with a radius of 525 feet, an arc distance of 50.45 feet to a point on the corner of Parcel C-R1; thence by Parcel C-R1 on a curve to the right with a radius of 250 feet, an arc distance of 267.02 feet (B= N 73° 06' 36" W); thence by Parcel C-R1 South 77° 30' 57" West, a distance of 284.11 feet; thence by same South 06° 06' 50" West, a distance of 544.79 feet to a point; thence by same South 83° 35' 44" East, a distance of 593.52 feet to a point on Linden Creek Road; thence by the Westerly side of Linden Creek Road on a curve to the right with a radius of 825 feet, an arc distance of 78.79 feet; thence by same South 23° 01' 21" West, a distance of 125.65 feet to a point at the intersection of Linden Creek Road and Walker Road; thence by a curve to the right with a radius of 25 feet, an arc distance of 38.42 feet to a point on the Northerly side of Walker Road; thence by the said Northerly side of Walker Road, North 73° 29' 52" West, a distance of 731.25 feet to a point on the lands now or formerly of John and Stanley Topka; thence by said Topka, North 06° 06' 50" East, a distance of 1,266.58 feet to a point; thence by same, North 49° 23' 10" West, a distance of 770.50 feet to a point; thence by same North 11° 23' 10" West, a distance of 674.99 feet to a point; thence by same North 44° 23' 10" West, a distance of 381.05 feet to a point; thence by Parcel A-R1, above, South 61° 23' 10" East, a distance of 926.55 feet to a point; thence by same North 28° 36' 50" East, a distance of 420.01 feet to a point, the place of beginning.

**CONTAINING** 50.2977 acres and being designated as Parcel B-R1.

**BOTH** said Parcel A-R1 and Parcel B-R1 are situate in the Lindencreek Associates Plan of Lots Revision of Parcels A, B and C, of record in the Recorder's Office of Washington County in Plan Book Volume 33, pages 17 and 18, and are designated as:

**PARCEL I.D. NOS.** 520-002-00-00-0015-07 and 520-002-00-00-0015-00.

**EXCEPTING THEREFROM** all those certain lots or parcels or property situate in the Township of North Strabane, County of Washington and Commonwealth of Pennsylvania which make-up and in total comprise the Linden Vue Plan of Lots, Phase 1 Plan, Revision - 1, as recorded in the Recorder of Deeds Office of Washington County on October 9, 2001 at Plan Book Volume 93, pages 706 - 708 and at Instrument Number 200130001.