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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

**MAJESTIC HILLS HOMEOWNERS ASSOCIATION, INC.
(A PLANNED COMMUNITY)**

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS**

FOR

**MAJESTIC HILLS HOMEOWNERS ASSOCIATION, INC.
(a planned community)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made on the date hereinafter set forth by Majestic Hills, LLC, a Pennsylvania limited liability company, hereinafter referred to as "Declarant", pursuant to the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. Section 5101 et. Seq. (the "Act").

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"; and

WHEREAS, Declarant desires to subject the Property, as hereinafter defined, to the Act and this Declaration and to allow for a flexible and reasonable procedure to subject Additional Property, as hereinafter defined, to the Act and this 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 Majestic Hills 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.

Section 5. "Declarant" shall mean and refer to Majestic Hills, 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 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 shown upon the recorded subdivision map of the Property, as amended, (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, upon or in which each separate Living Unit is constructed.

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. Description of the Development. This development consists of a maximum of 181 Lots to be built in three phases. The Property, as defined herein, contains Phase I of the

development and consists of 75 Lots as laid out and identified in the Majestic Hills Plan of Lots - Phase I - Rev. 1, recorded at the Recorder of Deeds Office of Washington County at Instrument Number 200538983, and as further amended and supplemented, all of which is incorporated herein by reference. Phases 2 and 3 are contained in the Additional Real Estate, as defined herein, which the Declarant has reserved the right to add to, and make a part of, this development by the recording of supplemental declarations at a later time. In the sole discretion of Declarant, Phases 2 and 3 NEED NOT BE BUILT.

Section 2. Description of Common Area. The property shown on Exhibit "C" and defined herein as Common Area, shall contain open space, and may have located thereupon, walking trails, entrance monuments, and a swimming pool and clubhouse (hereinafter the walking trails, entrance monuments, swimming pool and clubhouse shall be collectively referred to as "Common Area Amenities"). The swimming pool and clubhouse NEED NOT BE BUILT until such time that 90 Living Units have been completed, thereupon the Declarant shall be obligated to begin construction. The Declarant reserves the right, in its sole discretion, to begin construction of the swimming pool and clubhouse sooner than when 90 Living Units have been completed. The Declarant is negotiating with the Linden Vue Homeowner's Association Inc., to enter into an agreement whereby the Members of the Association shall have the right to use the walking trails located in the Linden Vue development, and the members of Linden Vue shall have the right to use any walking trails constructed in the Majestic Hills development. The Declarant is also negotiating with the Linden Vue Homeowner's Association Inc., to enter into an agreement whereby the Members of the Association shall have the right to use a park area (including a water fall) that may be built on property owned by the Linden Vue Homeowner's Association, Inc. All Common Area Amenities which at a later date are determined or required to be built will be shown on plats and plans to be subsequently recorded.

Section 3. Additional Common Area. The Declarant hereby retains the right to designate as Common Area any portion or part of the property described in Exhibit "B" attached hereto.

Section 4. 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 such 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 Common Area Amenities, if any, situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the Common Area and/or Common Area Amenity 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 B) 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 5. Delegation of Use. Any Member may delegate his right of enjoyment to the Common Area and Common Area Amenities 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 Declaration. During the period of Declarant control, the Association shall allow up to thirty (30) members, and their families, of the Linden Vue Homeowners Association, Inc., to use the swimming pool and club house in exchange for paying a fee in an amount to be determined by the Declarant.

Section 6. Title to Common Area. Title to the Common Area at the time of recording this Declaration is in the name of the Declarant and shall be conveyed to the Association by the Declarant, as required herein, for no consideration, free and clear of all monetary liens and monetary encumbrances. 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 and the Additional Real Estate. 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.

Section 7. Conveyance of Common Area to Association. 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 complete all Common Area Amenities it is obligated to build 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 Declaration, the plats and plans and the public offering statement. Until such time that the Common Area Amenities that the Declarant is obligated to build are completed, the Declarant shall be solely responsible for real estate taxes assessed or allocable to the Common Area Amenities and for all other expenses in connection therewith. The obligation of the Declarant to convey to the Association the Common Area shall be binding on the Declarant and any successor in interest of the Declarant, whether or not the successor succeeds to any special declarant rights.

Section 8. 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, a private roof drain collector system and related easements, 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 and/or illustrated on the recorded plans.

Section 9. Easements and Licenses. In addition to the easements and other rights created by this Declaration, are the recorded easements, licenses and encumbrances listed on Exhibit "D" attached hereto, which are a part of or a burden against the Property and/or the Additional Real Estate.

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 membership:

Class A. Class A Members shall be all Owners, except the Declarant, of each Lot upon which a Living Unit 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 Living Unit.

Class B. Class B Members shall be all non-Owner Occupants, except Declarant, who occupy a Living Unit and shall not be entitled to vote.

Class C. Class C Member shall be the Declarant, and shall be entitled to four votes for each Lot owned. The Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in all other classes of membership equals or exceeds the total votes outstanding in the Class C 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' 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. Additional Real Estate. As Additional Real Estate and Lots are added to the Property subject to this Declaration, the number of votes for each Lot shall not change. However, the percentage vote attributed to each Lot shall decrease and shall be calculated by dividing the number one (1) by the aggregate number of all votes entitled to be cast.

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 maintenance of the Common Area, Common Area Amenities, private roof drain collector system and for any access easements and utility easements benefiting more than one Lot, if said easements are not accepted by utility companies for maintenance. All Owners of Lots shall be responsible for all of their own maintenance for their Lots, Living Units and all improvements and buildings constructed thereon.

The Association shall also be responsible for landscaping and repair of all entry areas to the development; repair, replacement and payment for the cost of electricity used for lighting, if any, installed within said entry areas, or elsewhere within the Common Area; repair,

replacement and maintenance of the private roof drain collector system and 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; 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 Area, easement areas or right of way areas on the recorded plans, including all landscaping features incorporated into any master plan. No landscaping shall be removed by the Association or by any Lot Owner whether installed on Common Area or Lots without the express written consent of the Declarant.

Section 3. Annual Assessments. Beginning immediately after the closing of the first Lot, the annual assessment for each class (A) Member shall be \$30.00 dollars per month. Upon the completion of the swimming pool and clubhouse, the annual assessment shall be increased to \$45.00 dollars per month. If Declarant enters into an agreement with Linden Vue Homeowners Association, Inc to use its walking trails, the then applicable monthly assessment may increase, in the discretion of the Declarant, in an amount not to exceed \$3.00 dollars. If Declarant enters into an agreement with Linden Vue Homeowners Association, Inc. to use a park area that it owns, then applicable monthly assessment may increase, in the discretion of the Declarant, in an additional amount not to exceed \$2.00 dollars.

Under no circumstances shall the Declarant be obligated to pay any assessment fees.

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 of 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 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 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 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. The percentage of the common expense obligation allocated to each Lot shall be calculated by dividing the number one (1) by the aggregate number of Lots. Accordingly, as Additional Real Estate and Lots are added to the Property subject to this Declaration, the percentage of the common expense obligation allocated to each Lot shall decrease.

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 purchase of a Lot. 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 Area 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 Property 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 a 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 EPB 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 ten (10) 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 inspection.

ARTICLE VI

MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Area, including the Common Area Amenities and 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 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, Living Unit, the premises and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot, Living Unit or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, shall have the right, through its agents and employees to pursue enforcement in a manner provided by the Act and other applicable laws.

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 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) play-sets and swing-sets shall be placed or maintained upon a Lot. Natural (i.e. wood) play-sets and swing-sets may be located on a Lot if written approval is obtained from the Board or the Environmental Protection Board. All play-sets and swing-sets shall not be located or placed within twenty (20) feet of a side or rear lot line of a

Lot and must be landscaped with evergreens to screen all views from adjacent properties. No trampolines are permitted on any 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) Nothing in this Article 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 or alterations to the Property as more fully provided in Article V hereof.

(p) 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.

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

(r) 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 Area 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 (7th) anniversary of the sale of the first Lot in Phase I, 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 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 this Declaration. 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 Lots, Living Units or other improvements on the Additional Real Estate. 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, or location 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 this Declaration. All restrictions in this Declaration affecting use, occupancy and alienation of Living Units and Lots shall apply to Living Units created on the Additional Real Estate.

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 thereafter by an instrument signed by Owners owning not less than seventy-five (75%) percent of all Lots. 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.

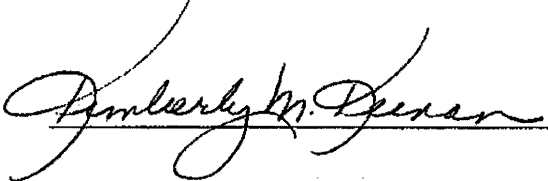
Section 5. Conflicts. In the case of any conflict between the Declaration, as amended and the By-Laws of the Association, the Declaration, as amended shall control.


(SIGNATURE LINE TO FOLLOW)

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 24th day of FEBRUARY, 2006.

WITNESS:

Majestic Hills, LLC



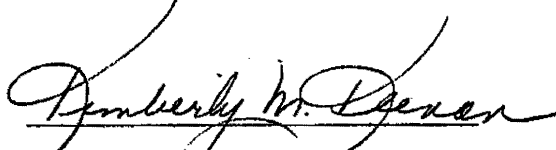
By: 
Name: Joseph N. DeNardo
Title: Managing Member

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

On this 24th day of February, A.D. 2006, before me, a Notary Public, the undersigned officer, personally appeared JOSEPH N. DENARDO, who acknowledges himself to be the Managing Member of MAJESTIC HILLS, 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.


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 lots or parcels of land situate in North Strabane Township, Washington County, Pennsylvania, known, designated and identified as Lot Numbers 1 through and including 76 and Open Space 1, Open Space 2, and Open Space 3 as shown on the Majestic Hills Plan of Lots - Phase I - Rev. 1, as recorded at the Recorder of Deeds Office of Washington County at Instrument Number 200538983.

Being designated as Tax Parcel Number 520-012-00-00-0001-03.

EXHIBIT "B"

Additional Real Estate

All that certain lot or parcel of land situate in North Strabane Township, Washington County, Pennsylvania, known, designated and identified as Lot 6 in the Topka Plan of Lots Revision 2, as recorded at the Recorder of Deeds Office of Washington County in Plan Book Volume 45, page 107 to 110.

EXHIBIT "C"

Common Area

All those certain lots or parcels of land situate in North Strabane Township, Washington County, Pennsylvania, known, designated and identified as Open Space 1, Open Space 2, and Open Space 3 as shown on the Majestic Hills Plan of Lots – Phase I – Rev. 1, as recorded at the Recorder of Deeds Office of Washington County at Instrument Number 200538983.

EXHIBIT "D"

Easements and Encumbrances

1. The following Oil and Gas Leases/Rights:
 - a) Oil and Gas Rights as set forth in Agreement between Stanley Topka and Rosie Topka, his wife, to R. E. Hoskinson, dated April 8, 1937 and recorded April 18, 1947 in Deed Book Volume 614, page 328.
 - b) Oil and Gas Lease between Stanley Topka and Rose Topka and Charles E. Young, dated August 18, 1942 and recorded January 19, 1950 in Deed Book Volume 763, page 582.
 - c) Oil and Gas Lease between Joseph R. Topka and Sandra Topka, his wife, and John Topka, dated October 16, 1977 and recorded November 2, 1977 in Deed Book Volume 1800, page 13.
 - d) Oil and Gas Lease between John Topka and Joseph E. Topka and Sandra Topka, his wife, and Nova Resource & Energy, dated November 3, 1983 and recorded March 2, 1984 in Deed Book Volume 2141, page 559.
 - e) Pittsburgh or River Vein of Coal together with the mining rights as conveyed to James Lyle by deed dated October 1, 1900 and recorded in the Recorder's Office of Washington County, Pennsylvania in Deed Book Volume 244, page 578.
 - f) Pittsburgh of River Vein of Coal together with mining rights as conveyed by deed of Matthew Berry, et ux, to Edward T. Hitchman by deed dated February 2, 1896 and recorded in the Recorder's Office of Washington County, Pennsylvania in Deed Book Volume 201, page 313.
 - g) Pittsburgh or River Vein of Coal together with mining rights as conveyed by deed of Matthew Berry, et ux, to Pennsylvania Mining Company by deed dated July 30, 2002 and recorded in the Recorder's Office of Washington County, Pennsylvania in Deed Book Volume 284, page 457.
2. The following Rights of Way:
 - a) Right of Way between Rose Topka and South West Pennsylvania Pipe Lines, dated March 5, 1947 and recorded April 18, 1947 in Deed Book Volume 725, page 22.
 - b) Right of Way between Rose Topka, widow, Joseph Topka and Sandra Topka, his wife, and The Manufacturers Light and Heat Company, dated October 2, 1952 and recorded November 6, 1952 in Deed Book Volume 847, page 441.

- c) Right of Way between Rose Topka and John Topka and West Perm Power Company, dated February 8, 1955 and recorded March 15, 1955 in Deed Book Volume 922, page 520.
 - d) Right of Way between Stanley Topka and John Topka and National Transit Company, dated January 30, 1969 and recorded February 11, 1969 in Deed Book Volume 1293, page 365.
 - e) Right of Way Agreement with the American Telegraph and Telephone Company, dated December 24, 1906, recorded in the Recorder's Office of Washington County, Pennsylvania in Deed Book Volume 349, page 586.
 - f) Unrecorded Right of Way for a telephone line by Matthew Berry to Farmer's Mutual Telephone Company dated February 2, 1904.
 - g) Unrecorded Right of Way for an electric power line from Matthew Berry to E. Moore dated September 3, 1912.
 - h) Unrecorded Right of Way from S. W. Berry to West Perm Lighting Company for an electric power line, and a right of way for an oil and gas line, as the same may affect the tract herein described.
3. Rollback taxes assessed under the provisions of "Pennsylvania Farmland and Forest Land Assessment Act of 1974," 72 P. S. 5490.1, et seq., Pennsylvania's "Clean and Green Act".
 4. All matters shown on Topka Plan of Lots Revision 2 recorded March 24, 2005 in Plan Book Volume 45, pages 107-110.

AS TO PARCEL II

5. Matters as set forth on Lindencreek Associates Plan of Lots Revision of Parcels; A, B, C, as recorded in Plat Book Volume 33, pages 17 and 18.
6. Matters set forth on Linden Vue Plan of Lots Phase I Plan Revision 1 as recorded in Plan Book Volume 43, page 706.
7. Development Grant between JND Properties and Verizon Pennsylvania, Inc., dated June 19, 2001 and recorded August 15, 2001 at Instrument No. 200124138.
8. Declaration of Covenants, Conditions and Restrictions dated February 6, 2002 and recorded February 6, 2002 at Instrument No. 200204938 as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions dated January 22, 2003 and recorded January 23, 2003 at Instrument No. 200302894 as re-recorded on January 29, 2003 at Instrument No. 200303903.

9. Deed of Landscaping and Maintenance Agreement between Robert Marsic and Barbara Marsic and JND Properties, LLC, dated September 14, 2001 and recorded October 9, 2001 at Instrument No. 200130004.
10. Highway Occupancy Permit dated June 6, 2002 and recorded June 21, 2002 at Instrument No. 200222651.
11. The following Rights of Way:
 - a) Right of Way between JND Properties and West Penn Power Company d/b/a Allegheny Power, dated July 23, 2001 and recorded November 21, 2002 at Instrument No. 200241760.
 - b) Right of Way between JND Properties and West Penn Power Company d/b/a Allegheny Power, dated August 15, 2002 and recorded January 13, 2003 at Instrument No. 200301456.
 - c) Right of Way between JND Properties and West Penn Power Company d/b/a Allegheny Power, dated March 18, 2003 and recorded June 12, 2003 at Instrument No. 200324275.
 - d) Right of Way between JND Properties and West Penn Power Company d/b/a Allegheny Power, dated July 8, 2004 and recorded November 22, 2004 at Instrument No. 200438392.
12. Topka Plan of Lots Revision 2 recorded March 24, 2005 in Plan Book Volume 45, pages 107-110.
13. All matters set forth in the following subdivision plans:
 - a) Linden Vue Plan of Lots Phase I as recorded in Plan Book Volume 43, pages 577-579.
 - b) Linden Vue PRD Phase 2 as recorded in Plan Book Volume 44, pages 62-64.
 - c) Linden Vue PRD Phase 2 Revision 1 as recorded in Plan Book Volume 44, pages 303-305.
 - d) First Amendment to Linden Vue PRD Phase 2 Revision 1 as recorded in Plan Book Volume 44, page 318.
 - e) Second Amendment to Linden Vue PRD Phase 2 Revision 1 as recorded in Plan Book Volume 44, page 413.
 - f) Linden Vue Phase 3 Revised as recorded in Plan Book Volume 44, page 508-510.
 - g) Third Amendment to Linden Vue Phase 2 Revision as recorded in Plan Book Volume 44, pages 524 and 525.

- h) **Fifth Amendment to Linden Vue Phase 3 Revision as recorded in Plan Book Volume 44, page 642.**
- i) **Sixth Amendment to Linden Vue Phase 3 Revised as recorded in Plan Book Volume 44, page 665.**
- j) **Seventh Amendment to Linden Vue Phase 3 Revised as recorded in Plan Book Volume 44, page 712.**
- k) **Revised Linden Vue PRD Phase 4 as recorded in Plan Book 44, page 767-769.**
- l) **Eighth Amendment to Linden Vue PRD Phase 3 Revision as recorded in Plan Book Volume 44, page 787.**
- m) **Ninth Amendment to Linden Vue PRD Phase 3 Revision as recorded in Plan Book Volume 44, page 788.**
- n) **Tenth Amendment to Linden Vue PRD Phase 3 Revision as recorded in Plan Book Volume 44, page 789.**
- o) **Eleventh Amendment to Linden Vue PRD Phase 3 Revision as recorded in Plan Book Volume 44, page 874.**

MAJESTIC HILLS - PHASE I
PARCEL IDENTIFICATION NUMBERS

LOT
NUMBER

1 520-012-04-00-0001-00
2 520-012-04-00-0002-00
3 520-012-04-00-0003-00
4 520-012-04-00-0004-00
5 520-012-04-00-0005-00
6 520-012-04-00-0006-00
7 520-012-04-00-0007-00
8 520-012-04-00-0008-00
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37 520-012-04-00-0037-00
38 520-012-04-00-0038-00
39 520-012-04-00-0039-00
40 520-012-04-00-0040-00

LOT
NUMBER

41 520-012-04-00-0041-00
42 520-012-04-00-0042-00
43 520-012-04-00-0043-00
44 520-012-04-00-0044-00
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ORIGINAL: 520-012-00-00-0001-03