



60 2011 00029341

Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2011-29341

BK-DE VL-14751 PG-262

Recorded On: December 01, 2011 As-Deed Agreement

Parties: PINE CREST MANOR

To PINE CREST MANOR

# of Pages: 35

Comment: AMENDED RESTATED DECLAR

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

Deed Agreement	138.50
Pages > 4	30
Names > 4	0
Total:	138.50

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified By-> J F
ON 12-01-2011 AT 02:39p
CONDO DECLARATION

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

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

**File Information:**

**Record and Return To:**

Document Number: 2011-29341  
 Receipt Number: 1962831  
 Recorded Date/Time: December 01, 2011 02:50:11P  
 Book-Vol/Pg: BK-DE VL-14751 PG-262  
 User / Station: A Matthews - Cash Super 04

PAUL G WITKOVITZ  
 773 PINE VALLEY DR  
 PITTSBURGH PA 15239



Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive

**AMENDED AND RESTATED DECLARATION  
PINE CREST MANOR, A PLANNED COMMUNITY**

**Pursuant to the provisions of the  
Pennsylvania Uniform Planned Community Act,  
68 Pa. C.S.A. § 5101 et seq., as amended**

ND: 4848-8353-5112, v. 1 | 49036-230

Paul G Witkovitz  
772 Pine Valley Dr  
Pgh Pa  
15239

AMENDED AND RESTATED DECLARATION

PINE CREST MANOR, a Planned Community

Pearce Mill Associates, L.P., hereby files this Amended and Restated Declaration of Pine Crest Manor, a Planned Community this 15<sup>th</sup> day of November, 2011, which is consented to by **S & T Bank**, holder of mortgages on all of the Units.

WITNESSETH:

WHEREAS, Pearce Mill Associates, L.P. ("Declarant") caused a Declaration of Planned Community of Pine Crest Manor to be filed in the Department of Real Estate of Allegheny County, Pennsylvania on May 3, 2011 in Deed Book Volume 14568, page 245 (the "Declaration") (capitalized terms used herein and not otherwise defined will have the meanings set forth in the Declaration); and

WHEREAS, Declarant caused a First Amendment to the Declaration of Pine Crest Manor to be filed in the Department of Real Estate of Allegheny County, Pennsylvania on October 5, 2011, in Deed Book Volume 14706, Page 291 (the "First Amendment"); and

WHEREAS, Declarant wishes to make further modifications to the Declaration, and hereby files this Amended and Restated Declaration of Pine Crest Manor, a Planned Community as a replacement for the Declaration and First Amendment;

WHEREAS, Declarant is the owner of all of the Units in Pine Crest Manor; and

WHEREAS, S & T Bank is the holder of mortgages on certain of the Units owned by Declarant and consents to this Amended and Restated Declaration.

ARTICLE I  
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Pearce Mill Associates, L.P., a Pennsylvania limited partnership ("Declarant"), owner in fee simple of the Real Estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Township of Pine, Allegheny County, Pennsylvania (the "Municipality"), hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101 *et seq.* (the "Act"), and hereby create with respect to

the Property a flexible planned community, to be known as "Pine Crest Manor" (the "Community").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses, affecting the Real Estate, which are listed on Exhibit "B" attached hereto and incorporated herein by reference, and all easements referenced in Article III herein.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Additional Real Estate" means that portion of the Property described on Exhibit "C" attached hereto and incorporated herein, and shown on the Plats and Plans, which may be added to the Community by Declarant, regardless of whether already owned or to be purchased in the future by Declarant.

b. "Association" means the Unit Owners' Association of the Community and shall be known as the "Homeowners Association of Pine Crest Manor."

c. "Common Elements" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Elements in the Community include, but are not limited to: i) the stormwater detention facilities, including detention basins, unless and until dedicated to and accepted by the Municipality; ii) entranceway signage and lighting; iii) recreational facilities including a half-basketball court, totlot, playfield, and paved and graveled walking trail; iv) open space, v) streets and parkland, until dedicated to and accepted by the Municipality, all as shown on the Plats and Plans.

d. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.

e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, as herein defined and as defined in the Act.

f. "Declaration" means this document, as the same may be amended from time to time.

g. "Executive Board" means the Board of Directors of the Association.

h. "Unit" means that portion of the Community designated for separate ownership or occupancy for which an occupancy permit has been issued, the boundaries of which are described in this Declaration and in the Plats and Plans.

i. "Unit Owner" means Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "Building(s)" means any building(s): i) constructed on a Unit by or at the direction of the Unit Owner; or ii) constructed on the Common Elements by or at the direction of the Declarant and/or the Association and included or to be included in the Property.

b. "Bylaws" means the Bylaws of the Association in effect at any time, as the same may be amended from time to time.

c. "Capital Expense Reimbursement" means the charge assessed by the Developer against the Association for the acquisition and development of the Common Elements, causing the same to be in compliance with all environmental regulations, and paying all fees imposed by the Municipality to develop the Property. The Common Elements subject of the Capital Expense Reimbursement will be transferred to the Association without charge."

d. "Community" means the Community described in Section 1.1 above.

e. "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community.

f. "Percentage Interest" means the share of the Common Expenses attributable to each Unit Owner, as set forth in Exhibit "D" attached hereto and incorporated herein by reference, as the same may be amended, if some or all of the Additional Real Estate is not added to the Community, or if one or more Units is combined, all as herein provided.

g. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "E" and incorporated herein by reference, as the same may be amended from time to time.

h. "Property" means the Property described in Section 1.1 above, including the Additional Real Estate which may be added to the Community.

i. "Rules and Regulations" means the Rules and Regulations adopted by the Association from time to time and governing the Property.

j. "Submitted Real Estate" means that portion of the Property submitted for development upon the filling of this Declaration. The Submitted Real Estate is described on Exhibit "F" attached hereto and incorporated herein. The Submitted Real Estate, at any time, is that portion of the Property which is not Additional Real Estate.

ARTICLE II  
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND  
COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION  
AND BOUNDARIES; MAINTENANCE  
RESPONSIBILITIES; VOTING RIGHTS

Section 2.1 Percentage Interests/Voting Rights.

2.1.1 Each Unit shall have a Percentage Interest which is its share of the Common Expenses. All Units shall have the same Percentage Interest. Attached as Exhibit "D" hereto is a list of all Units, including those Units that will be created in the Additional Real Estate, if added to the Community, by their Identifying Numbers and stating the Percentage Interest associated with such Unit.

2.1.2 The Percentage Interest shall determine, once sixty-six percent (66%) of all Units contain residences that have been occupied at least once, the share of the Common Expenses for which each Unit is liable. The Percentage Interest may change if any Units are combined or if all or any portion of the Additional Real Estate is not added to the Community. The formula for determining the Percentage Interest of each Unit if any are combined or if all of the Additional Real Estate is not added to the Community is  $100 \div A = B$  where A is the number of Units in the Community and B is the Percentage Interest.

2.1.3 Certain services for which Common Expenses benefit all Units, others services benefit only Units on which a residence has been constructed, although never occupied, and other services benefit only Units containing a residence occupied for the first time. Until sixty-six percent (66%) of all Units have residences that have been occupied at least once, Common Expenses for services benefiting less than all Units will be assessed only against the Units benefited (those which have not yet been occupied as to some services and/or which do not yet contain a completed residence as to other services), in accordance with their Percentage Interest. Until sixty-six percent (66%) of all Units have residences located thereon which have been occupied for the first time, the Declarant will pay the difference between the amount thus collected and the actual cost of the expense for which the assessment is made; provided, however, that if any expense is an extraordinary expense not reflected on the current budget of the Association, or if the actual cost of the expense is more than 20% greater than the amount shown on the current budget of the Association, the Association shall assess such cost against all Units in accordance with their Percentage Interest, and the Declarant will not be required to pay such expense except as to Units it owns.

2.1.4 Except as otherwise provided herein or in the Bylaws or by the Act, such Percentage Interest shall not be altered except by the Declarant, or by the recording of an amended Declaration duly executed by all of the Unit Owners affect thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold Units).

2.1.5 Notwithstanding a Unit's Percentage Interest, all Units shall have a single vote in the Association.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown, or to be shown, on the Plats and Plans.

Section 2.3 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein. All maintenance and repair work relative to the Units shall be the responsibility of the Unit Owner. All maintenance and repair of the Common Elements shall be the responsibility of the Association. If, however, the Association fails to maintain the Common Elements and the Municipality believes the condition of the Common Elements poses a threat of harm to any person or property, and/or creates a condition which violates the laws and regulations of the Municipality, the Municipality shall have the right to enter upon the Property and maintain the Common Elements, with the cost of such maintenance incurred by the Municipality to be billed to the Association and included in the Common Expenses. Notwithstanding the foregoing, if any maintenance, repair or replacement is necessitated by the negligent or intentional act of the Unit Owner or anyone in the Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner. Until such time as the Municipality takes over the streets, all snow and ice removal and maintenance for the streets will be the responsibility of the Association.

Section 2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale of all Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §5215 of the Act may not result in fewer than thirty-nine (39) Units, nor more than seventy-five (75) Units total.

### ARTICLE III EASEMENTS

Section 3.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§5216, 5217 and 5218 of the Act, the following easements are hereby created:

3.1.1 Offices and Models. Declarant shall have the right to assign to builders who purchase a Unit with the intent of constructing a residence thereon for resale the right to maintain sales offices, management offices and models throughout the Property, on their respective Unit(s). Declarant reserves the right to place one or more models, management offices and sales offices on any portion of the Common Elements, and/or on any Unit owned by Declarant, in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements and Units and its assignee(s), on Units owned by said assignees. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements and/or Units, and its assignee(s) from any Unit(s) owned by the assignee(s), at any time up to thirty (30) days after Declarant or its assignee, as appropriate, ceases to be a Unit Owner.

3.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 3.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines and equipment servicing the same, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.1.2, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit or the use or occupancy of the Unit by its owner.

3.1.3 Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Elements and portions of any Unit not within the buildable space for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

3.1.4 Easements for Encroachment. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Element, including gutters and downspouts, a valid easement for the storm water exists.



3.1.5. Easement for Use of Common Elements. Each Unit Owner and his or her lessee is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and recreational facilities constituting the Common Elements of the Community. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements, including, if determined appropriate, a rule setting a reservation fee for such use.

3.1.6. Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Association (i) for pedestrian traffic on, over, through and across sidewalks and walking trails, as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved or graveled, if such Common Elements were intended for such purposes.

3.1.7. Easements for Maintenance and Repair. The Common Elements and Units shall be and are hereby made subject to the following easements (in addition to any other easements set forth herein): (a) in favor of any Unit or Units for which such easements are necessary for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the Common Elements; and (b) in favor of the Executive Board for inspection of the Units for the purpose of verifying performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection and maintenance of the Common Elements situated in and or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Units and for any of the purposes set forth herein or in any other and (c) in favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units. The Executive Board shall take reasonable steps to minimize the interference with the Unit Owners use of his or her Unit resulting from the Association's exercise of rights granted to it pursuant to this Section or any other provision of this Declaration or any other Condominium Unit.

3.1.8. Easement for Municipality. The Common Elements shall be and are hereby made subject to an easement in favor of the Municipality for the maintenance of the Common Elements if the Association shall fail to maintain the Common Elements and the Municipality believes the condition of the Common Elements poses a threat of harm to any person or property, and/or creates a condition which violates the laws and regulations of the Municipality. In such case, the Municipality shall have the right to come into the Community to maintain the Common Elements, with the costs of all such maintenance to be billed to the Association and assessed as a Common Expense against all Unit Owners.

### 3.1.9 Miscellaneous.

3.1.9.1. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

3.1.9.2. The Units and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to favor other property owned by the Declarant or its designee, including any portion of the Additional Real Estate not added to the Community, and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

## ARTICLE IV AMENDMENT OF DECLARATION

Section 4.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in §5219 of the Act, the other Sections of the Act referred to in §5219 thereof and the express provisions of this Declaration. Notwithstanding any such procedures, any amendment of the Declaration affecting the rights of Unit Owners shall require the approval of sixty-seven percent (67%) of the affected Unit Owners.

Section 4.2 Rights of Secured Lenders. Subject to the limitations imposed by §5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE V  
OPTION TO ADD ADDITIONAL REAL ESTATE

Section 5.1 Reservation of Option. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community from time to time in compliance with §5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to add Additional Real Estate may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. 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 or converted, except as set forth in §5211 of the Act. There are no other limitations on this option to add the Additional Real Estate to the Community except as stated herein. Any assurances provided herein shall be inapplicable for any portion of the Additional Real Estate not added to the Community.

Section 5.2 Effect on Voting Rights, Ownership Interests, and Allocation of Common Expenses Upon the Addition of Additional Real Estate. Contemporaneous with the filing of an amendment to this Declaration bringing the Additional Real Estate into the Community, the Declarant shall file an amendment to Exhibits "C" (changing the description of the Additional Real Estate), "D" and "F" (changing the description of the Submitted Real Estate). Because Exhibit "C" contains the Percentage Interests as if all of the Additional Real Estate has been added to the Community, it shall only be modified (in accordance with the formula set forth in Section 2.1.3 above) if Units are combined, Declarant elects not to add all of the Additional Real Estate to the Community, or the expiration of seven (7) years after filing this Declaration without bringing all of the Additional Real Estate into the Community. The Percentage Interests establish the share of Common Expenses assigned to each Owner of a Unit in the Community, including Units created in the Additional Real Estate.

Section 5.3 Applicability of Use Restrictions. All use restrictions and other restrictions created herein shall be equally applicable to all Units created in Additional Real Estate, the same as if such Units had been an original part of the Community.

ARTICLE VI  
USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Elements. The construction on Units, and the occupancy and use of the Units on which construction has been completed, and the occupancy and use of Common Elements shall be subject to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly

after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations are as follows:

6.1.1 No part of the Property shall be used for anything other than housing for residential purposes for which the Property was designated except as otherwise provided.

6.1.2 No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association. The Common Elements may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Elements, or any woodlands thereon.

6.1.3 No structure may be erected or maintained on any Unit other than a detached single family dwelling and its appurtenant garage, with the exception of those Units upon which the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices. No above ground swimming pools may be installed on any Unit.

6.1.4 No Unit Owner shall permit his or her Unit to be used or occupied for any purposes prohibited herein, or by any ordinance or regulation of the Municipality or other governmental unit(s).

6.1.5 Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

6.1.6 Except as to the Declarant and its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election and are not installed sooner than twenty-one (21) days before the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit which is no larger than permitted under local zoning ordinances.

6.1.7 No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a committee comprised of James C. Rumbaugh, Jill Allan and Debbie Uselman, or by a representative designated by a

majority of the members of said committee. Such approval shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above-mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such Building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on the earlier of seven years from the date hereof or the date all Units are owned by Unit Owners other than Declarant; provided, however, that the Declarant may request the Executive Board at any time to appoint a committee, or itself serve as such committee, to be a successor to the committee appointed by the Declarant, and upon appointment of such committee by the Executive Board, a written instrument shall be duly recorded evidencing the transfer of responsibility for such review to the Association.

6.1.8 No trailer or tent shall be placed on any Unit, other than trailers placed on the Property by Declarant or its agents during the period when construction is occurring in the Community. No shed may be erected on any Unit without the prior written consent of the committee named in paragraph 6.1.7 or its successor, as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Unit nearer to a street on which said Unit abuts than the nearest wall of the Building erected thereon.

6.1.9 There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive Board, except as herein expressly provided, and other than obstructions created or placed by Declarant or its agents during the period when construction is occurring in the Community.

6.1.10 No fence shall be erected on any Unit without the written consent of the Declarant until such a time as the Homeowners have control of the Association and no fence shall be built to a height greater than four feet (4') unless required by the ordinances of the Municipality, and approved as to aesthetics by the Declarant, or the Association after the Declarant turns over control to the Unit Owners.

6.1.11 All driveways and walkways installed on a Unit shall be composed of asphalt, concrete, brick or other equivalent material, and shall be completed within six (6) months of issuance of an occupancy permit for the single family residential Building on the Unit. All lawns on Units shall be seeded by the Owner within six (6) months of issuance of an occupancy permit for the single family residential building on the Unit. All Units shall have

appropriate landscaping, including, for each Unit, at least two (2) shade or street trees. Other landscaping shall be typical for the Property in the Community. A penalty of \$100.00 per day shall be paid to the homeowners association for non-compliance.

6.1.12 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

6.1.13 No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Elements.

6.1.14 No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

6.1.15 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Elements. The Common Elements and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

6.1.16 No Unit Owner, nor anyone in a Unit with the permission of the Unit Owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

6.1.17 The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements.

6.1.18 No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board. The Executive Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

6.1.19 No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the

driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.

6.1.20 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.

6.1.21 The committee named in paragraph 6.1.7 above and its successor shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in those paragraphs of this Section 6.1 over which it has authority in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to the earlier of seven years from the date hereof or the ownership of all units by Unit Owners other than Declarant and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

6.1.22 All Units shall be maintained in good condition, with the lawns regularly mowed and trimmed, all landscaping properly maintained, and no weeds permitted to grow unchecked.

6.1.23 No Unit Owner shall permit any dumping to occur on his or her Unit.

6.1.24 No Unit Owner shall permit any unlicensed and/or uninsured vehicle to be stored on his or her Unit unless it is stored at all times in the Unit Owner's garage.

6.1.25 If a Unit or any portion thereof or any of the Common Elements is damaged or destroyed by fire or other calamity and the Unit Owner and/or Association, as appropriate, is not required to rebuild the same under the Act or the rules and regulations of the Association, the Unit Owner or Association, as appropriate, shall be required to remove the damaged area and restore the land to its pre-construction condition to the extent possible.

6.1.26 Only household domestic pets such as cats, dogs, song birds and fish in aquariums not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than three (3) such non-aquatic pets are permitted per Unit. Newborn offspring of pets otherwise permitted hereunder may remain within a Building erected on a Unit for no more than six (6) weeks after birth; provided that such right shall not be deemed to authorize or permit the use of a Unit for commercial purposes for the breeding of any animal. In no event shall any pet be permitted in any outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements or a Unit. No lines, chains, doghouse or other pet shelters shall be permitted on any portion of the Common Elements. All pets must be properly licensed and vaccinated. No Unit owner shall permit his animal to disturb any other Unit

Owner. If any pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board by any Member of the Association, a hearing shall be held and, if a majority of the Executive Board shall so vote, the Unit Owner shall be required to remove the pet permanently from the Property within fifteen (15) days after written notice of the decision of the Executive Board, if so ordered. No chickens, ducks, geese, turkeys, pigs and other farm animals, snakes or other reptiles and/or insects such as bees may be kept on the Property.

6.1.27 No tree(s) or other vegetation may be removed from the open space, parkland or other Common Elements as shown on the Plats and Plans by Declarant, any Unit Owner, the Association or any other person or entity unless the same shall be diseased or damaged and then only after approval of the Association and, if the Association shall require, replaced with trees or other vegetation equivalent in size and groundcover within thirty (30) days of the removal. Notwithstanding the foregoing, trees and other vegetation may be pruned as needed.

6.1.28 Only mailboxes and lampposts approved by the committee named in paragraph 6.1.7 or its successor as to aesthetics and location may be installed on a Unit.

6.1.29 No structure may be erected on any Unit which violates the setback requirements shown on the Plats and Plans or applicable ordinances of the Municipality in effect at that time.

6.2 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

## ARTICLE VII LEASING

Section 7.1 A Unit Owner may lease any Building constructed on a Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease made by (i) Declarant or (ii) a mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Building constructed on a Unit may be leased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Building constructed on a Unit may be leased without a written lease; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee of the Building constructed on a Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Building constructed on a Unit to pay any Common Expense assessments on behalf of the Owner of that



Unit. The tenant under a lease with Declarant and/or Unit Owner may sublease that portion of the Community subject of his or her lease subject to these same conditions, rights and obligations.

ARTICLE VIII  
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 8.1 Common Expenses. Until such time as the first occupancy permit has been issued for occupancy within the Community, no Common Expense assessments shall be made. Thereafter, Common Expenses shall be assessed against Units in accordance with their Percentage Interests; provided, that certain services for which Common Expenses are assessed benefit all Units, others services benefit only Units on which a residence has been constructed, although never occupied, and other services benefit only Units containing a residence occupied for the first time. Until such time as sixty-six percent (66%) of all Units contain residences that have been occupied at least once, Common Expenses will be assessed for services only against those Units deriving a benefit from the service. When less than sixty-six percent (66%) of all Units have residences located thereof which have been occupied at least once, the Declarant will pay the difference between the amount thus collected and the actual cost of the expense for which the assessment is made; provided, however, that if any expense is an extraordinary expense not reflected on the current budget of the Association, or if the actual cost of the expense is more than 20% greater than the amount shown on the current budget of the Association, the Association shall assess such cost against all Units in accordance with their Percentage Interest, and the Declarant will not be required to pay such expense except as to Units it owns. Common Expenses shall be defined as:

8.1.1. Expenses of administration, utility bills for the Common Elements, maintenance, repair and replacement of the Common Elements (assessed against Units containing a residence occupied at least once);

8.1.2. Expenses agreed upon as common by 67% of the Unit Owners (assessed against Units as benefit is derived);

8.1.3. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association (assessed against Units as benefit is derived);

8.1.4. Insurance premiums for any insurance coverage required under this Declaration, the Public Offering Statement, the Act or Bylaws of the Association (assessed against all Units);

8.1.5. Reserves for repair or replacement (assessed against Units containing a residence occupied at least once); and

8.1.6. The Capital Expense Reimbursement (assessed against Units containing a residence occupied at least once).

Section 8.2 Annual Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be assessed annually and shall be payable in advance for the year on the first day of the month following the closing month, or in such other intervals as the Executive Board may determine. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 8.3 Reserve Fund. A Reserve Fund shall be created by the collection, at closing on each sale of a Unit of a capital contribution in an amount determined by the Executive Board; provided, however that Units sold to builders which intend to construct a residence thereon for resale may delay payment of the capital contribution until resale of the Unit. Additions to the Reserve Fund shall be assessed in such amounts and at such times as are determined by the Executive Board, with such additions assessed only against Units containing a residence that has been occupied at least once.

Section 8.4 Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

Section 8.5 Capital Expense Reimbursement. The Association shall be required to pay a Capital Expense Reimbursement to Declarant or its assigns. The Capital Expense Reimbursement will be equal to Nine Dollars (\$9.00) per Unit for two hundred forty (240) months (\$2,160.00 per Unit total), and may be paid by the Association quarterly on the first day of each calendar quarter. The purpose of the Capital Expense Reimbursement is to reimburse Declarant for the cost of acquiring and developing the Common Elements, causing the same to comply with all environmental regulations, and paying all fees imposed by the Municipality to develop the Property. The Capital Expense Reimbursement shall be assessed against Units containing a residence that has been occupied at least once, as a Common Expense, and collected in any manner deemed appropriate by the Association.”

Section 8.6 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses may be held by the Association as reserves for future Common Expenses.

Section 8.7 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

ARTICLE IX  
DECLARANT'S RIGHTS

Section 9.1 Control.

9.1.1 Until the 60th day after conveyance of twenty-five percent (25%) of Units, including Units to be created in Additional Real Estate, to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

9.1.2 Not later than 60 days after conveyance of twenty-five percent (25%) of the Units, including Units created to be created in Additional Real Estate, have been conveyed to Unit Owners other than Declarant, two of the five members of the Executive Board shall be elected by a group comprised of the Unit Owners of the Association other than Declarant.

9.1.3 Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, (ii) 180 days after seventy-five percent (75%) of the Units, including Units to be created in Additional Real Estate, have been conveyed to Unit Owners other than Declarant, (iii) two (2) years after Declarant has ceased offering Units for sale, or (iv) two (2) years after Declarant last exercised the option to add Additional Real Estate, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

ARTICLE X  
INSURANCE

Section 10.1. Commencing not later than the time of the first conveyance of a Unit to be a person other than the Declarant, the Declarant (during the period of Declarant Control) and thereafter the Association (to be billed as a Common Expense) shall obtain and maintain, to the extent reasonably available, all of the following coverages, which premiums will be a Common Expense assessed as follows:

10.1.1. Property insurance on the Common, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies (assessed against all Units containing residences occupied at least once).

10.1.2. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements (assessed against all Units).

10.1.3 Directors and Officers Liability Insurance (assessed against all Units).

Section 10.2. The Unit Owner shall obtain and maintain the following insurance on his or her Unit and Building erected thereon, and annually provide the Association with proof of coverage:

10.2.1. Property insurance on the Unit Owner's residence and other improvements erected on the Unit, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including items normally included in property policies.

10.2.2. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit and all improvements thereon.

Section 10.3. Any portion of the Community for which insurance is required to be maintained by the Association by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

10.3.1. The Community is terminated;

10.3.2. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

10.3.3. 80% of the Unit Owners vote not to rebuild.

The cost of repair or replacement of those portions in excess of insurance proceeds and reserves is a Common Expense. If, the property damaged will not be rebuilt, the Association shall be required, within sixty (60) days of the event causing the damage or destruction, to reclaim the Property to a natural state, including reseeding the land and removing all elements of damage.

Section 10.4. Any portion of the Community for which insurance is required to be retained by the Unit Owner by this Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless:

10.4.1. The Community is terminated;

10.4.2. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

10.4.3. 80% of the Unit Owners affected by the damage or destruction vote not to rebuild. The failure to rebuild improvements on a Unit shall not relieve that Unit Owner from

continued liability for Common Expenses thereafter unless the Association has elected not to rebuild and shall file an amendment to the Declaration reducing the number of Units.

The cost of repair or replacement of these portions of the Community for which the Unit Owner is liable in excess of insurance proceeds is the Unit Owner's expense. The Unit Owner's insurance shall list the Association as an additional insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been sent to the Association. If the Unit Owner does not promptly repair or replace the Unit, the Association may demand that all of the proceeds of the insurance be paid to the Association. If, the property damaged will not be rebuilt, the Unit Owner shall be required, within sixty (60) days of the event causing the damage or destruction, to reclaim the Unit to a natural state, including reseeded the land and removing all elements of damage.

## ARTICLE XI LIMITATION OF LIABILITY

### Section 11.1 Standard of Conduct.

11.1.1 In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

11.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

11.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 11.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

11.2.1 One or more of the other officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) reasonably believes to be reliable and competent in the matters presented.

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

11.2.3 A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 11.3 Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 11.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 10.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding

upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 11.5 Directors and Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.4 above, if and to the extent available at reasonable cost.

IN WITNESS WHEREOF, the said Pearce Mill Associates, L.P. has caused its name to be signed to these presents by its authorized representative on this 15th day of November, 2011.

Pearce Mill Associates, L.P., a Pennsylvania limited partnership

By: The Meritage Group, Inc., General Partner

Jill Allen

By: James C. Rumbaugh  
James C. Rumbaugh, President

Consented to by Mortgagee:

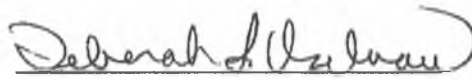
S & T Bank

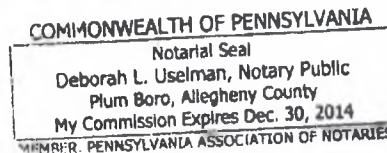
By: [Signature] (VINCE LAZAR JR)  
Title: VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

Before me, the undersigned Notary Public, personally appeared, James C. Rumbaugh, who acknowledged himself to be the President of The Meritage Group, Inc., general partner of Pearce Mill Associates, L.P., and who further acknowledged that he executed the foregoing Amended and Restated Declaration of Pine Crest Manor, a Planned Community, for the reasons set forth therein by signing the name of Pearce Mill Associates, L.P. by himself as the President of its General Partner, having been authorized to so act.

Given under my hand and notarial seal this 15<sup>th</sup> day of November, 2011.


  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

Before me, the Undersigned Notary Public, personally appeared Vince Lazor, Jr., who acknowledged that he executed the foregoing Amended and Restated Declaration of Pine Crest Manor, a Planned Community, as the Vice President of S & T Bank, having been authorized to so act, by signing the name of said S & T Bank, by himself as its Vice President, for the purposes therein contained.

Given under my hand and notarial seal this 16<sup>th</sup> day of November, 2011.

  
Notary Public

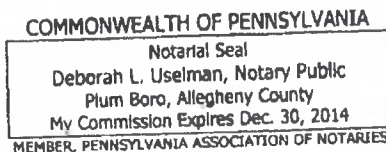




EXHIBIT A

PROPERTY

---

EXHIBIT B

EASEMENTS AND LICENSES

---

EXHIBIT C

ADDITIONAL REAL ESTATE

---

EXHIBIT D

IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS OF EACH UNIT

---

EXHIBIT E

PLATS AND PLANS

---

EXHIBIT "F"

SUBMITTED REAL ESTATE

---

**PINE CREST MANOR**  
**Exhibit A**

**BEING** designated as part of Block 2002-K, Lot 1 in the Deed Registry Office of Allegheny County, Commonwealth of Pennsylvania.

**BEING part of** the same property which Sydney W. (Sidney W.) Reichhold, et us by their deed August 3, 1953, and recorded on September 14, 1953, in the Recorder's Office of Allegheny County in Deed Book volume 3269, page 414 granted and conveyed unto Daniel Ivancho and **BEING part of** the same property which C. Wilbur Lurting, et ux by their deed dated September 11, 1953, and recorded on September 14, 1953, in the Recorder's Office of Allegheny County in Deed Book Volume 3269, page 415 granted and conveyed unto Daniel Ivacho; and then **BEING part of** the same property which Daniel Ivancho by his Declaration of Trust dated August 3, 1953, and recorded on September 14, 1953, in the Recorder's Office of Allegheny County in Deed Book Volume 3520, page 23 declared that said Daniel Ivancho held the property described in the two (2) deeds in Trust for the Greek Catholic Ordinariate United with Rome. The said Greek Catholic Ordinariate United with Rome changed its name to Metropolitan Archdiocese of Pittsburgh, Byzantine Rite, a Pennsylvania non-profit corporation by Amended Articles of Incorporation dated July 7, 1977, filed with the Department of State of the Commonwealth of Pennsylvania on July 15, 1977.

**EXCEPTING AND RESERVING** there from the following: Lot 136, **2002-G-21**; Lot 137, **2002-G-25**; Lot 138, **2002-G-29**; and Lot 139, **2002-G-33**.

With the appurtenances: To Have and To Hold the same to and for the use of the said Grantee, the Grantee's heirs and assigns forever, and the Grantor for the Grantor's heirs and assigns hereby covenant and agree that the Grantor will **WARRANT SPECIALLY** the property hereby conveyed.

Easements and Licenses

Exhibit "B"

1. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, SHORTAGE IN AREA AND ANY OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
2. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
4. REAL ESTATE TAXES FOR THE CURRENT AND PRIOR TAX YEARS WHICH MAY BE HEREAFTER ASSESSED, NOT YET DUE AND PAYABLE.
5. ANY LIEN OR RIGHT TO A LIEN FOR LABOR, MATERIALS OR SERVICES HERETOFOR OR HEREAFTER FURNISHED TO THE PREMISES.
6. COAL AND COAL BED METHANE GAS AND MINING RIGHTS AND ALL RIGHTS INCIDENT TO THE EXTRACTION OR DEVELOPMENT OF COAL OR COAL BED METHANE GAS HERETOFORE CONVEYED, EXCEPTED AND RESERVED BY INSTRUMENTS OF RECORD; THE RIGHT OF SURFACE, LATERAL OR SUBJACENT SUPPORT; OR ANY SURFACE SUBSIDENCE.

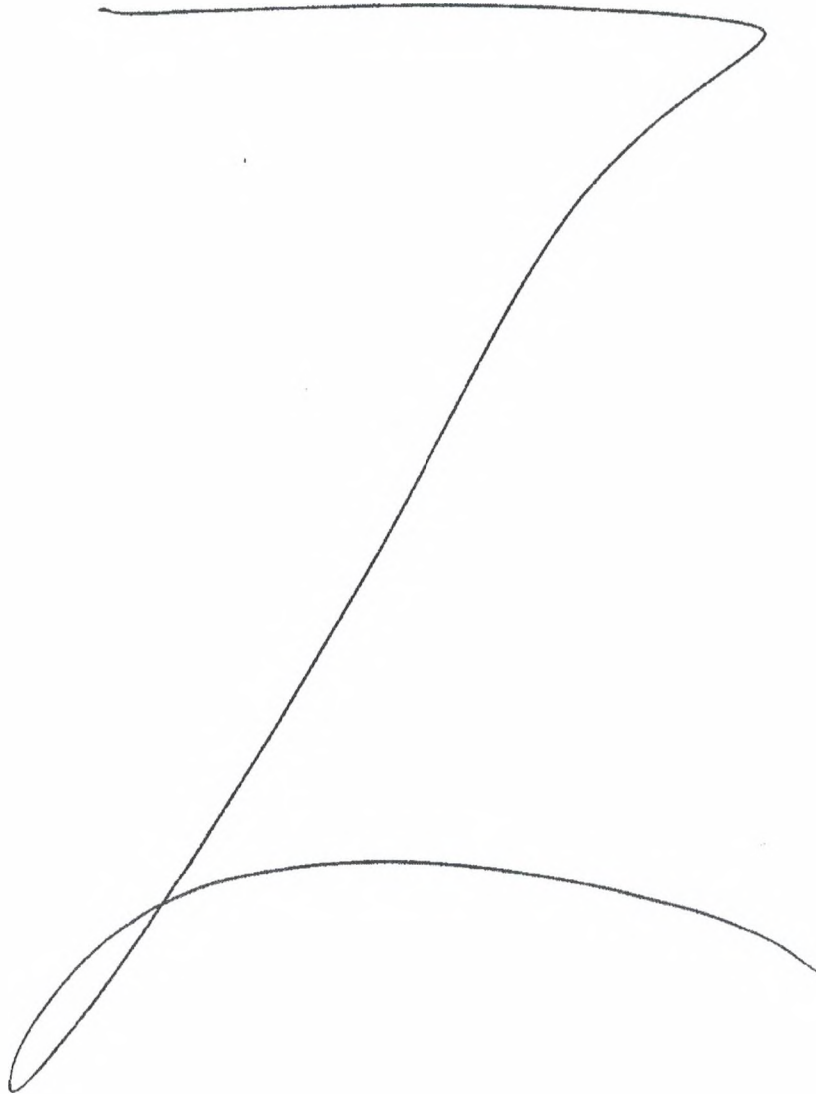
NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGED MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND." [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended and is not intended as notice

of unrecorded instruments, if any.]

7. OIL AND GAS AND MINERALS AND ALL RIGHTS INCIDENT TO THE EXTRACTION OR DEVELOPMENT OF OIL AND GAS OR MINERALS HERETOFORE CONVEYED, LEASED, EXCEPTED OR RESERVED BY INSTRUMENTS OF RECORD.
8. OPEN-END MORTGAGE AND SECURITY AGREEMENT FROM PEARCE MILL ASSOCIATES, L.P., A PENNSYLVANIA LIMITED PARTNERSHIP TO S&T BANK, ITS SUCCESSORS AND/OR ASSIGNS, DATED OCTOBER 28, 2010 AND RECORDED OCTOBER 28, 2010, IN THE DEPARTMENT OF REAL ESTATE RECORDS OF ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA IN MORTGAGE BOOK VOLUME 38681, PAGE 491, IN THE AMOUNT OF \$3,627,500.00.
9. RIGHT OF WAY AGREEMENT AND GRANT OF RIGHT OF WAY FROM METROPOLITAN ARCHDIOCESE OF PITTSBURGH, BYZANTINE RITE TO THE MCCANDLESS TOWNSHIP SANITARY AUTHORITY DATED JUNE 21, 1990 AND RECORDED IN DEED BOOK VOLUME 8301, PAGES 366 TO 373.



10. ALL MATTERS SHOWN ON THE GREEK CATHOLIC ORDINATE DEVELOPMENT RECORDED IN THE DEPARTMENT OF REAL ESTATE OF ALLEGHENY COUNTY, PENNSYLVANIA ON JUNE 7, 2010 IN PLAN BOOK VOLUME 268, PAGE 157.



**Additional Real Estate  
Exhibit C**

All those certain Parcels and Single Family Units located in Pine Township, County of Allegheny and Commonwealth of Pennsylvania, said Parcels and Units being designated as:

Parcels OS-1, OS-2, OS-3, OS-4, and 5.

As shown in the Recorded Subdivision Plan for Pine Crest Manor, recorded in Plan Book Volume 270, page 18, on November 10, 2010, in the Department of Real Estate of Allegheny County, Pennsylvania.

As shown in the Plats & Plans for Pine Crest Manor Exhibit E of this document.

## EXHIBIT "D"

## IDENTIFYING NUMBERS OF EACH UNIT &amp; PERCENTAGE INTERESTS

<u>Unit</u>	<u>Address</u>	<u>Percent</u>
101	102 Redbud Court	1.57%
102	104 Redbud Court	1.57%
103	106 Redbud Court	1.57%
104	108 Redbud Court	1.57%
105	110 Redbud Court	1.57%
106	112 Redbud Court	1.57%
107	114 Redbud Court	1.57%
108	116 Redbud Court	1.57%
109	118 Redbud Court	1.57%
110	120 Redbud Court	1.57%
111	122 Redbud Court	1.57%
112	124 Redbud Court	1.57%
113	126 Redbud Court	1.57%
114	123 Redbud Court	1.57%
115	121 Redbud Court	1.57%
116	119 Redbud Court	1.57%
117	117 Redbud Court	1.57%
118	115 Redbud Court/400 Loblolly Drive	1.57%
119	113 Redbud Court/401 Loblolly Drive	1.57%
120	111 Redbud Court/204 Pine Crest Court	1.57%
121	206 Pine Crest Court	1.57%
122	208 Pine Crest Court	1.57%
123	210 Pine Crest Court	1.57%
124	212 Pine Crest Court	1.57%
125	214 Pine Crest Court	1.57%
126	216 Pine Crest Court	1.57%
127	213 Pine Crest Court/303 Pinyon Drive	1.57%
128	301 Pinyon Drive	1.57%
129	300 Pinyon Drive	1.57%
130	211 Pine Crest Court/302 Pinyon Drive	1.57%
131	209 Pine Crest Court	1.57%
132	207 Pine Crest Court	1.57%
133	205 Pine Crest Court	1.57%
134	203 Pine Crest Court	1.57%
135	201 Pine Crest Court	1.57%
201		1.57%
202		1.57%
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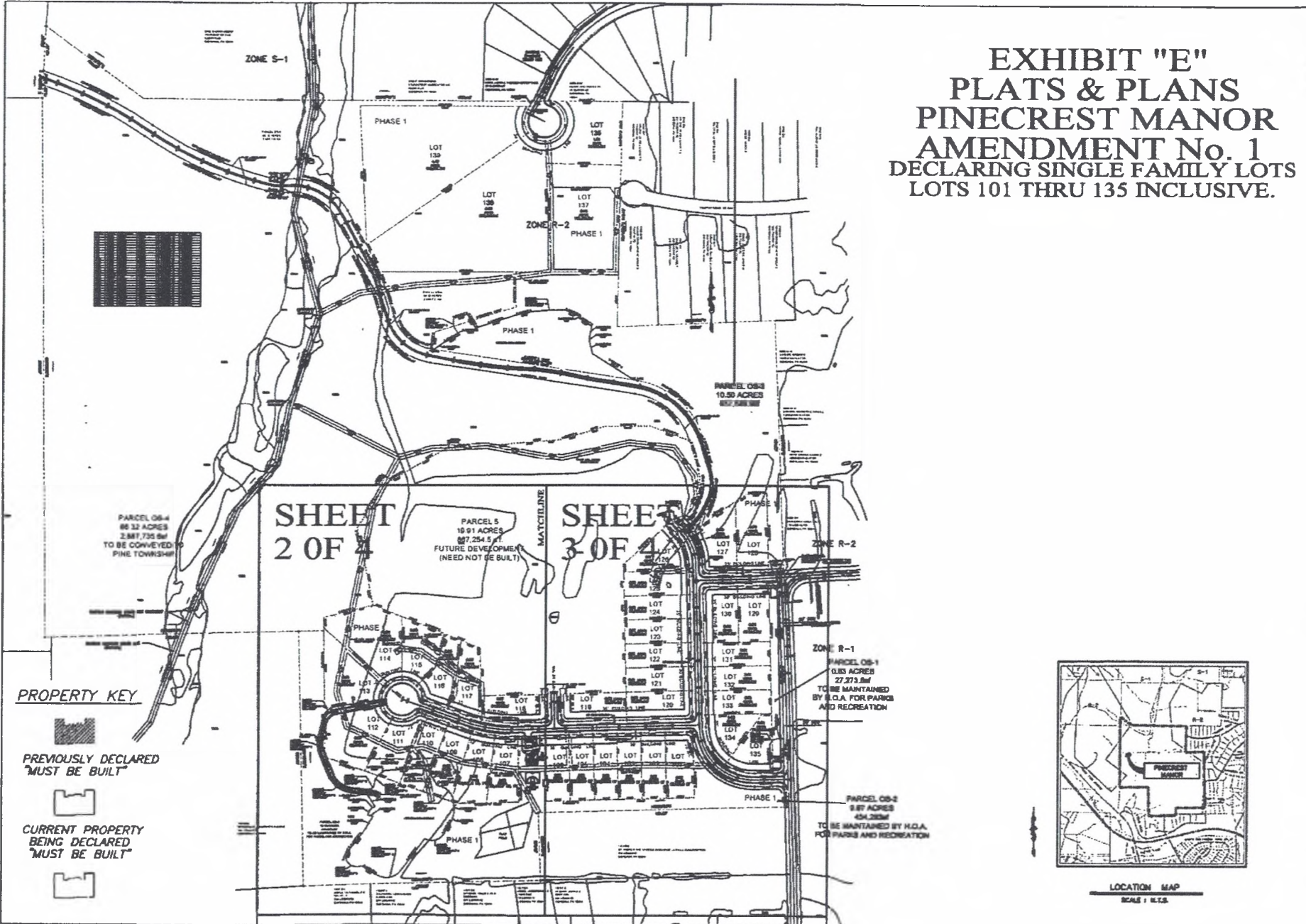
EXHIBIT "D"

IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

<u>Unit</u>	<u>Address</u>	<u>Percent</u>
212		1.57%
213		1.57%
214		1.57%
215		1.57%
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225		1.57%
226		1.57%
227		1.57%
228		1.57%
229		1.57%
230		1.57%

# EXHIBIT "E"

## PLATS & PLANS PINECREST MANOR AMENDMENT No. 1 DECLARING SINGLE FAMILY LOTS LOTS 101 THRU 135 INCLUSIVE.



1 of 3	MG-PM002
DATE: 10/07/2011	SCALE: 1" = 1/4"
<b>PLATS &amp; PLANS OF PINECREST MANOR FOR PEARCE MILL ASSOC. L.P., SITUATED IN THE TOWNSHIP OF PINE, ALLEGANY CO., PENNSYLVANIA</b>	
Prepared By: The Mortgage Group L.P. 778 Pine Valley Drive Pittsburgh, PA 15228 PH: 724-527-0700 FX: 724-753-0188	
<b>THE MORTGAGE GROUP L.P.</b>	



**PROPERTY KEY**



PREVIOUSLY DECLARED  
"MUST BE BUILT"



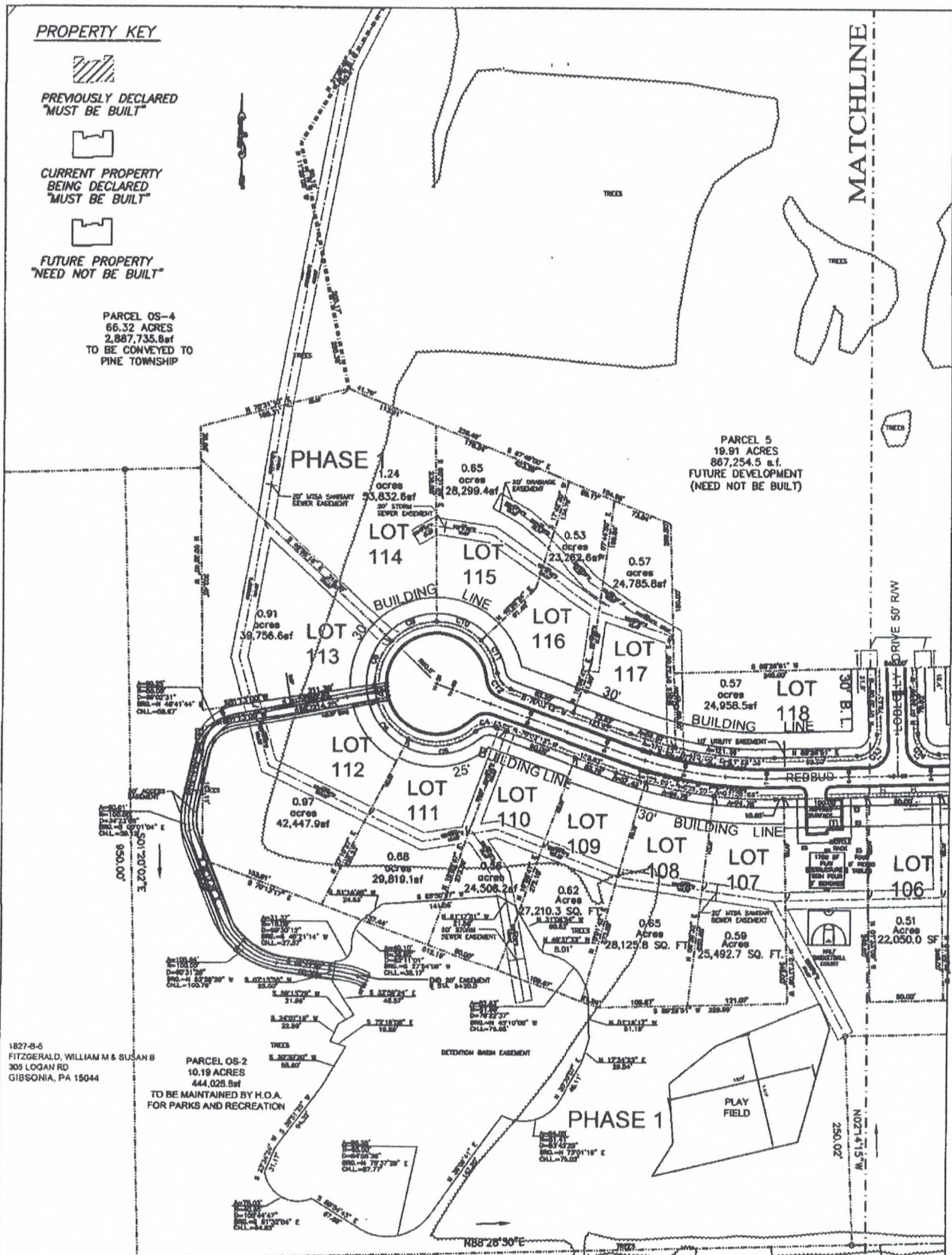
CURRENT PROPERTY  
BEING DECLARED  
"MUST BE BUILT"



FUTURE PROPERTY  
"NEED NOT BE BUILT"

PARCEL OS-4  
66.32 ACRES  
2,887,735.8sf  
TO BE CONVEYED TO  
PINE TOWNSHIP

MATCHLINE



PARCEL 5  
19.91 ACRES  
867,254.5 s.f.  
FUTURE DEVELOPMENT  
(NEED NOT BE BUILT)

1827-B-5  
FITZGERALD, WILLIAM M & SUSAN B  
305 LOGAN RD  
GIBSONIA, PA 15044

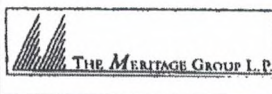
PARCEL OS-2  
10.19 ACRES  
444,028.8sf  
TO BE MAINTAINED BY H.O.A.  
FOR PARKS AND RECREATION

1827-B-1  
BOYLE, NATHANIEL P &  
RACHEL K  
283 LOGAN RD  
GIBSONIA, PA 15044

1827-F-1  
SAUNDERS, LEONARD M &  
CAROL ANN  
277 LOGAN RD  
GIBSONIA, PA 15044

1827-G-2  
DAVISON, WALLIS L JR. &  
DEBORAH  
271 LOGAN RD  
GIBSONIA, PA 15044

1827-G-1  
KREBS, CHRISTOPHER C  
SHANEEN E  
205 LOGAN RD  
GIBSONIA, PA 15044






Prepared by:  
The Meritage Group L.P.  
772 Pine Valley Drive  
Pittsburgh, PA 15230  
Ph: 724-327-8700  
Fax: 724-733-0180

**PLATS & PLANS  
OF  
PINECREST MANOR  
FOR  
PEARCE MILL ASSOC. L.P.,  
SITUATE  
THE TOWNSHIP OF PINE, ALLEGHENY CO., PENNSYLVANIA**

DATE: 10/03/2011  
SCALE: 1" = 80'

Revisions	Sheet No.
	2 of 3
	Drawing No.
	MG-PM002

**PROPERTY KEY**

-  PREVIOUSLY DECLARED "MUST BE BUILT"
-  CURRENT PROPERTY BEING DECLARED "MUST BE BUILT"
-  FUTURE PROPERTY "NEED NOT BE BUILT"

PARCEL 5  
19.91 ACRES  
867,254.5 s.f.  
FUTURE DEVELOPMENT  
(NEED NOT BE BUILT)

PARCEL 5  
19.91 ACRES  
867,254.5 s.f.  
FUTURE DEVELOPMENT  
(NEED NOT BE BUILT)

2002-S-4  
ERIKSON FAMILY TRUST  
211 LOGAN RD  
GIBSONIA, PA 15044

PARCEL OS-1  
0.63 ACRES  
27,273.5sf  
TO BE MAINTAINED  
BY H.O.A. FOR PARK  
AND RECREATION  
50' ROW

PARCEL OS-2  
9.97 ACRES  
434,293sf  
TO BE MAINTAINED BY H.O.A.  
FOR PARKS AND RECREATION

1827-D-2  
ST. ANDREW THE APOSTLE BYZANTINE CATHOLIC CONGREGATION  
235 LOGAN RD  
GIBSONIA, PA 15044

1827-G-1  
KREBS, CHRISTOPHER CA  
SHAMEEN E  
205 LOGAN RD  
GIBSONIA, PA 15044

1827-G-2  
MESSINA JOHN J &  
MARY ANN  
265 LOGAN RD  
GIBSONIA, PA 15044



**THE MORTGAGE GROUP L.P.**

Prepared By  
The Mortgage Group L.P.  
722 Pine Valley Drive  
Pittsburgh, PA 15228

Ph: 724-397-4700  
Fax: 724-733-9100

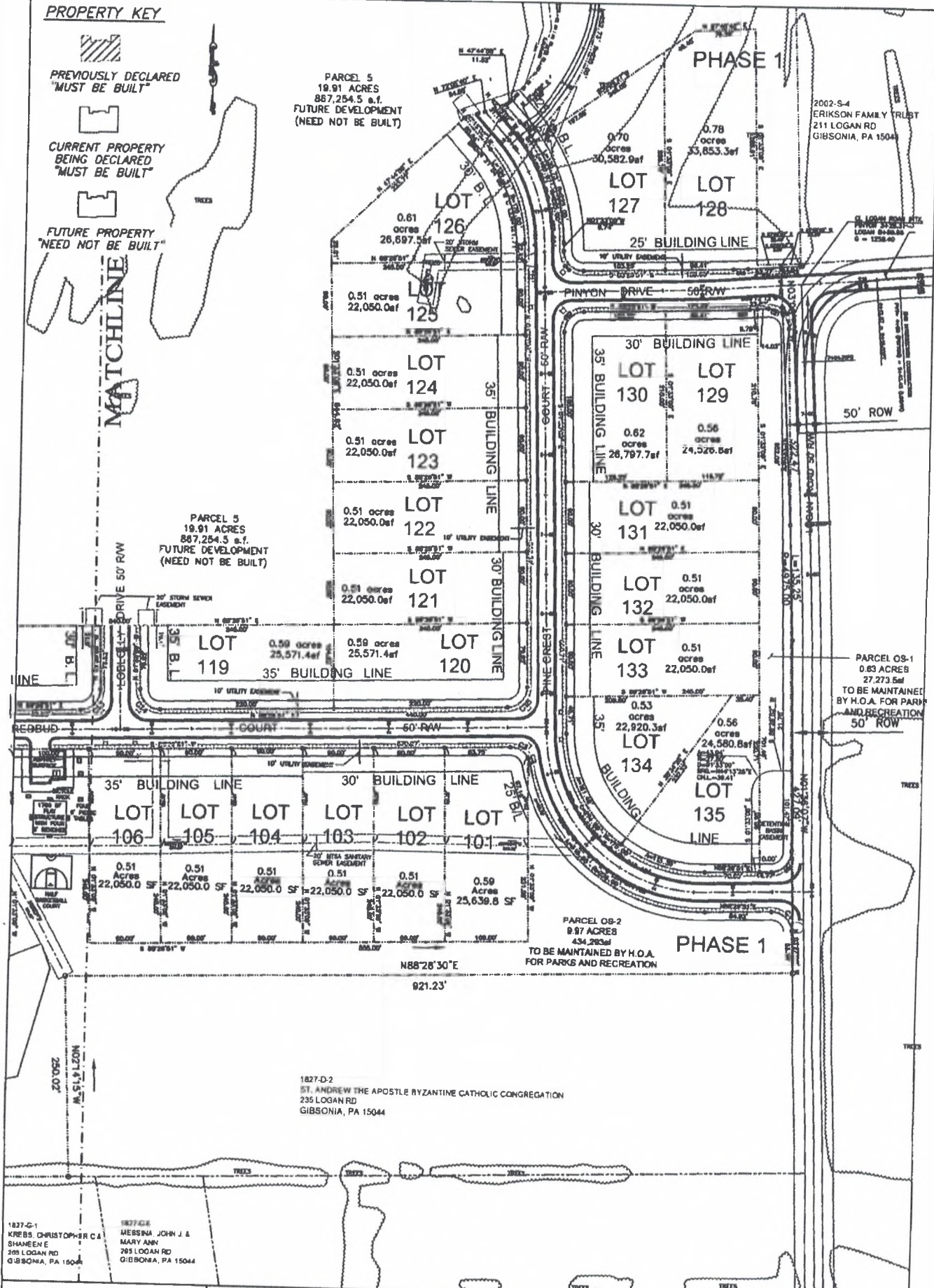
**PLATS & PLANS**  
OF  
**PINECREST MANOR**  
FOR  
**PEARCE MILL ASSOC. L.P.**  
SITUATE  
IN THE TOWNSHIP OF PINE, ALLEGHENY CO., PENNSYLVANIA

DATE: 10/01/2011  
SCALE: 1" = 50'

Revision	

Sheet No.  
**3 of 3**

Drawing No.  
**MG-PM002**



**PINE CREST MANOR  
Exhibit F  
Submitted Real Estate**

All those certain Single Family Units located in the Township of Pine, County of Allegheny and Commonwealth of Pennsylvania, said Units being designated as:

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, and 135.

As shown in the Recorded Subdivision Plan for Pine Crest Manor, recorded in Plan Book Volume 270, page 18, on November 10, 2010, in the Department of Real Estate of Allegheny County, Pennsylvania.

On the Plats & Plans for Pine Crest Manor Exhibit E of this document.