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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PARK PLACE
A PLANNED COMMUNITY**

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A PLANNED COMMUNITY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the or this "Declaration") is made this 7th day of December, 2018, by Park Place Development Associates, LP, a Pennsylvania limited partnership, Park Place Marketing, LLC, a Pennsylvania liability company (collectively "Declarant") and Park Place Cranberry Association, Inc.

PART ONE: INTRODUCTION TO THE COMMUNITY

Park Place Development Associates, LP, Park Place Marketing, LLC collectively as the developer of the traditional neighborhood development known as Park Place, which is located in Cranberry Township, Butler County, Pennsylvania, and Park Place Cranberry Association, Inc. a Pennsylvania non-profit corporation have established this Declaration to provide a flexible system of standards and procedures for the overall development and expansion of Park Place and for the governance, administration, maintenance, and preservation of Park Place as a neighborhood comprised of various land uses which complement and support one another and the larger community of which Park Place is a part.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Park Place a Planned Community dated February 3, 2009, was recorded on February 5, 2009 in the Office of the Recorder of Butler County, Pennsylvania at Instrument No. 200902050002054 (the "Declaration"); and

WHEREAS, the Declaration has been amended by and upon the recording of the following instruments: (i) First Amendment to Declaration of Covenants, Conditions and Restrictions dated November 17, 2010, as recorded on November 19, 2010 in the Office of the Recorder of Butler County, Pennsylvania at Instrument No. 201011190027493; (ii) Second Amendment to Declaration of Covenants, Conditions and Restrictions dated December 6, 2012, as recorded on December 7, 2012, in the Office of the Recorder of Butler County, Pennsylvania at Instrument #201212070035069; (iii) Corrective First Amendment to Declaration of Covenants, Conditions and Restrictions dated August 14, 2013, as recorded on August 14, 2013 in the Office of the Recorder of Butler County, Pennsylvania at Instrument No. 201308140023824; (iv) Corrective Second Amendment to Declaration of Covenants, Conditions and Restrictions dated August 14, 2013, as recorded on August 14, 2013 in the Office of the Recorder of Butler County, Pennsylvania at Instrument No. 201308140023825; (v) Third Amendment to Declaration of Covenants, Conditions and Restrictions dated August 14, 2013, as recorded on August 14, 2013 in the Office of the Recorder of Butler County, Pennsylvania at Instrument No. 201308140023826; and (vi) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions dated February 23, 2017, as recorded on March 14, 2017 in the Office of the Recorder of Butler County, Pennsylvania as Instrument No. 201703140005460; and (vii) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions dated November 17, 2017, as recorded on December 28, 2017 in the Office of the Recorder of Butler County, Pennsylvania as Instrument No.: 201712280028234 (collectively the "Amendments"); and

WHEREAS, the Declaration has also been supplemented by the recording of: the M1 and M2 Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on October 28, 2011 as Instrument No.: 201110280026445; the Additional Association Declaration of Covenants, Conditions, and Restrictions for Phase M3 at Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on August 14, 2013 as Instrument No.: 201308140023827; the Phase 2 Townhomes Service Area Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on March 14, 2017 as Instrument No.: 201703140005459; the Phase 3/Phase 5 Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on September 14, 2017 as Instrument No.: 201709140019957; the Phase 5 Townhomes Service Area Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on April 2, 2018 as Instrument No.: 201804020005961; the First Amendment of Additional Association Declaration of Covenants, Conditions, and Restrictions for Phase M3 at Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on July 2, 2018 as Instrument No.: 201807020013037; the Phase 4 Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on July 12, 2018 as Instrument No.: 201807120013904; and the Phase 6 Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Park Place a Planned Community filed of record in the Office of the Recorder of Deeds of Butler County on November 13, 2018 as Instrument No.: 201811130023053 (collectively the "Supplements");

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Park Place is intended to replace the Declaration for all purposes, and to control over all contrary provisions, if any, of the Amendments and Supplements;

NOW THEREFORE, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Park Place having been adopted by vote or consents of the Class "A" and Class "B" Owners, as well as with the consent of the Declarant, the Declaration is amended and restated as follows:

Article I Creation of Community

1.1 Purpose and Intent.

By recording this Declaration in the land records of Butler County, Pennsylvania, Declarant intends to establish a general plan of development for, and to provide for the overall development, governance, administration, maintenance and preservation of, the planned community known as Park Place. An integral part of the development plan for Park Place is the creation of Park Place Cranberry Association, Inc., a Master Association comprised of all Owners of real property in Park Place to own, operate and maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

All of the real property (the "Property") now or hereafter submitted to this Declaration is and shall be subject to the Pennsylvania Uniform Planned Community Act, 68 Pa C.S. §§ 5101, *et seq.* (the "Act"), and shall constitute a "flexible planned community," as that term is defined in the Act.

1.2 Binding Effect.

The Park Place community shall consist of the real property identified as Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6 and Phases M-1, M-2 and M-3 on Exhibit "A", including approximately 93.35 acres, consisting of parcels zoned Traditional Neighborhood Development (TNO) Overlay with base zoning districts designated R-1 and SP-1, all as more fully shown on described in Exhibit "A" attached hereto, but the community may be expanded in the future, in accordance with the procedures established in this Declaration, to include Additional Property, for a total of approximately 41.46 acres, as hereinafter defined. All property described in Exhibit "A", and any such Additional Property, as described in Exhibit "B" which is made a part of Park Place in the future, shall be owned, conveyed and used subject to the provisions of this Declaration, which shall constitute a covenant running with the title to such property and shall be binding upon all Persons now or hereafter having any right, title, or interest in any portion of Park Place, and their heirs, successors, successors-in-title, and assigns. As presently conceived, the Park Place community, when fully developed, is anticipated to consist of 149 Single Family Residential Units, 255 Townhouse or Rowhouse Units, 480 Multi-Family (Apartment) Units and approximately 12,485 square feet of Non-Residential space.

This Declaration shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded in the land records of Butler County, Pennsylvania, subject to any amendments which may be adopted during such period in accordance with the procedures described in this Declaration. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by at least 80% of the then Owners is recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case this Declaration shall terminate as of the date specified in such instrument.

1.3 Governing Documents.

The "Governing Documents" for Park Place consist of:

- this Amended and Restated Declaration, the Amendments, the Supplements and such Supplemental Declarations, and any amendments thereto, as may be recorded from time to time to expand the community or to amend or supplement this Amended and Restated Declaration with additional covenants, restrictions and easements applicable to particular areas within Park Place;
- the Articles of Incorporation and By-Laws of Park Place Cranberry Association, Inc.;
- the Restrictions and Rules described in Article III;
- the Architectural Guidelines described in Article IV;
- such resolutions as the Association's Board of Directors may adopt from time to time pursuant to the Governing Documents or applicable law;
- such Rules as the Association's Board of Directors may adopt from time to time pursuant to the Governing Documents or applicable law;

- the Pattern Book;
- all Township Approvals of record; and
- the Plats and Plans of record; all as they may be amended or supplemented.

Some areas within Park Place may be subject to additional covenants, restrictions and easements, which may be administered by another owners association. The Governing Documents shall be deemed to be and shall be enforceable as the master documents which control over the declarations, bylaws, rules and regulations, as well as all amendments and supplements thereof, of any Service Area or sub association which may now or hereafter be established or located within the planned community known as Park Place. If there is a conflict between or among the Governing Documents and any such additional covenants, restrictions, and easements, or the governing documents or policies of such other association, the Governing Documents shall control. However, nothing in this Section shall preclude any Supplemental Declaration or other covenants applicable to any portion of Park Place from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and in such case the more restrictive shall control. The Association may, but shall not be required, to enforce any such additional covenants or restrictions affecting any portion of the Park Place community.

The Governing Documents apply to all Owners and occupants of property within Park Place, as well as to their respective tenants, guests and invitees. Any lease relating to property within Park Place shall provide that the tenant and all occupants of the leased property are bound by and obligated to comply with the Governing Documents.

Except as herein provided, the Association, the Declarant (as specified herein), and every Owner shall have the right to take legal action to enforce the Governing Documents. The Association and the Declarant as hereinafter provided, shall have the specific enforcement powers and remedies described in Section 7.5 and elsewhere in the Governing Documents.

If a Court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of such provision.

Article II Definitions

The terms used in the Governing Documents are intended to have their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Additional Property": The Additional real property identified on Exhibit "B" which may be added to the Park Place planned community.

"Architectural Guidelines": The architectural, design and construction guidelines and standards and review procedures set forth in (i) the Pattern Book and (ii) the Park Place Architectural Review Committee and Certification Process, and adopted pursuant to Article IV, as they may be amended or supplemented by the Board from time-to-time.

"Area of Common Responsibility": the Common Elements for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other

applicable covenants, contracts, or agreements.

"Articles": The Articles of Incorporation of Park Place Cranberry Association, Inc., filed with the Pennsylvania Secretary of State, as they may be amended.

"Association": Park Place Cranberry Association, Inc., a Pennsylvania non-profit corporation, its successors or assigns.

"Base Assessment": Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as determined in accordance with Section 8.1.

"Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Pennsylvania corporate law.

"Builder": Any Person who purchases one or more Units for the purpose of constructing improvements for resale to consumers in the ordinary course of its business, or who purchases one or more parcels of land within Park Place for further subdivision, development and/or resale in the ordinary course of its business.

"By-Laws": The By-Laws of the Association, as may be amended from time to time.

"Common Elements": All real and personal property, including easements, which the Association owns for the common use and enjoyment of the Owners, including but not limited to the areas identified as "Common Elements" on the Plats and Plans. The term shall include the Limited Common Elements, as defined below.

"Common Expenses": The actual and estimated expenses incurred, or anticipated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including a reasonable reserve for anticipated major repairs and replacements of or on the Common Elements, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred for initial development or other original construction costs (payments due under leases of capital improvements shall not be considered an initial development or original construction cost) unless either included as a line item in the initial Association budget or approved by Owners in Good Standing representing a majority of the total votes in each class of membership which will be subject to assessment for such costs or expenses.

"Community-Wide Standard": The standard of conduct, maintenance or other activity generally prevailing within Park Place, or the minimum standards established pursuant to the Governing Documents, or applicable federal, state and local laws, ordinances and regulations, whichever is a higher standard. Such standard have been established initially by Declarant and may contain both objective and subjective elements. With the Board's prior review and approval, the Community-Wide Standard may evolve as development progresses and as the needs and desires within Park Place change.

"Controlled Facilities": Any real estate within the Park Place planned community, whether or not a part of a Unit, that is not a Common Element but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

"Declarant": Collectively, Park Place Development Associates, LP, a Pennsylvania limited partnership and Park Place Marketing, LLC, a Pennsylvania limited liability company, or any successor or assign who acquires title to any portion of the property described in Exhibits "A" and "B" for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument executed by the immediately preceding Declarant.

"Declarant Affiliate": Each of those Persons identified as Declarant Affiliates on the signature page of this Declaration or any Supplemental Declaration, their successors and assigns, and any other natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership or sole proprietorship (a) owning, owned by, or under common control with, the Declarant, (b) of which Declarant is a member or partner, or (c) which is a member of Declarant. The existence of an intermediary between Declarant and Declarant Affiliate shall not affect the Declarant Affiliate's status as such.

"Development Rights": Any right or combination of rights reserved by the Declarant in the Declaration:

- (1) to add Additional Property to the planned community;
- (2) to create units, common elements or limited common elements within the planned community;
- (3) to subdivide units or convert units into common elements; or
- (4) to withdraw real estate from the planned community.

"Good Standing": Shall mean and refer to the status of a Class "A" Owner who is current in the payment of all assessments and fines due to the Association for the Owner's Unit.

"Lease": Shall mean and refer to any lease, agreement, contract, license or other document by or under the terms of which an Owner authorizes or permits a tenant or tenants, and any person or persons who may reside with the tenant or tenants, to occupy or otherwise take up residence in a Unit.

"Leasing": Shall mean and refer to any arrangement or understanding under or by which an Owner authorizes, permits or otherwise condones the occupancy of his, her or its Unit by a tenant or tenants, and any person or persons who may reside in the Unit with the tenant or tenants, for any consideration or benefit, including, but not limited to, rent, a fee, an exchange of services, gratuity, forgiveness or deferment of a debt or obligation, or any other emolument.

"Limited Common Elements": A portion of the Common Elements primarily benefiting one or more, but less than all, Owners or Service Areas, as described in Article XII, including without limitation, any shared or common driveways.

"Master Association": May be used interchangeably with the term "Association." The Association shall be deemed to be a Master Association and it may operate as, and exercise the powers, described in Section 5222 of the Act (relating to master associations), whether or not it is also an association described in Section 5301 of the Act (relating to organization of unit owner's association).

"Master Plan": That certain plan for the development of the property shown on Exhibit "B" which is or may become part of Park Place entitled "Park Place Master Plan" prepared for Declarant by Hampton Technical Associates, Inc., and filed of record in the Office of the Recorder of Deeds of Butler County on February 5, 2009 as Instrument No.: 200902050002065, as it may be amended, revised or supplemented from time to time in Declarant's discretion and in accordance with applicable zoning. The Master Plan is a flexible document which may reflect Declarant's development plans at a particular time but is established only as a planning tool for Declarant and is not intended to create any binding obligation to any Person. Inclusion of property on the Master Plan shall in no way obligate Declarant to submit it to the terms of this Declaration or the jurisdiction of the Association, and the fact that property described on Exhibit "B" is not included on Exhibit "A" shall in no way preclude its later inclusion or its submission to this Declaration.

"Member": A Person subject to membership in the Association pursuant to Section 6.2. "Member" may be used in place of the word "Owner."

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Nonresidential Unit": As may be permitted by the Pattern Book and the Township Approvals, a portion of the real property comprising Park Place which is intended for ownership, development and use for any nonresidential purpose, which may include, without limitation, Restaurant, Community Center and Commercial Limited Neighborhood uses.

A parcel of vacant land under single ownership which is identified on the Master Plan as intended for non-residential use shall be considered a single Nonresidential Unit until such time as a subdivision plat or condominium instrument is Recorded in the Public Records relating to all or a portion of such parcel, after which the portion which is the subject of such plat or condominium instrument shall be deemed to contain that number of Nonresidential Units reflected therein and the remaining portion, if any, shall continue to be treated as a single parcel.

"Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under an Installment Land Contract, and the contract specifically so provides, the vendee (rather than the fee owner) will be considered the Owner. "Owner" may be used in place of the word "Member." Owners in Good Standing shall be entitled to cast the vote attributable to a particular Unit on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws).

"Pattern Book"; That certain document, which demonstrates the lot types, lot type setbacks, architecture and landscaping of each neighborhood address, and will serve as the zoning district map and regulations governing future zoning administration, and the Pattern Book may be found at the following Cranberry Township web address: www.cranberrytownship.org/DocumentCenter/index/1214.

"Park Place": The real property described in Exhibit "A", together with such Additional Property shown on Exhibit "B" as is made subject to the terms of this Declaration in accordance with Article IX.

"Person": A natural person a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

"Plats and Plans": The Park Place TND, Phase 1, filed of record in the Office of the Recorder of Deeds of Butler County on February 5, 2009 as Instrument No.: 200902050002055, as well as the Park Place CCD plan filed of record in the Office of the Recorder of Deeds of Butler County on November 14, 2013 as Instrument No.: 201311140032825, and all plats and plans, amendments, revisions or supplements thereof now or hereafter recorded in furtherance of the Master Plan for Park Place or any phase thereof, as the same may be modified, amended, revised or supplemented from time to time. Copies of Plats and Plans may also be found at the following Cranberry Township web address: www.cranberrytownship.org/DocumentCenter/index/1214.

"Record", "Recording" or "Recorded": The act of filing a legal instrument in the Recorder of Deeds Office of Butler County, Pennsylvania, or such other place as may be designated as the official location for recording deeds, plats and similar documents affecting title to real estate in Park Place, or a term describing an instrument which has been so filed.

"Residential Tenant": An individual lawfully occupying a Residential Unit for residential purposes under a signed lease.

"Residential Unit": A Unit within the Park Place planned community, whether developed or undeveloped, which is intended for development, use and occupancy as an attached or detached residence for a single family or multi-family use in a manner consistent with the Declaration and any applicable Supplemental Declaration. The term shall, unless otherwise specified, include (by way of illustration, but not limitation) apartment buildings, townhouse units, and single family detached houses on separately platted lots, as well as vacant land intended for development as such. The term shall include all portions of the lot owned as well as any structure thereon.

A parcel of vacant land under single ownership which is identified on the Master Plan as intended for residential use shall be considered a single Residential Unit until such time as a subdivision plat or condominium instrument is Recorded in the Public Records relating to all or a portion of such parcel, after which the portion which is the subject of such plat or condominium instrument shall be deemed to contain that number of Residential Units reflected therein and the remaining portion, if any, shall continue to be treated as a single parcel.

"Rules": The Rules, as they may be amended, changed, modified, supplemented or withdrawn from time to time pursuant to Article III.

"Service Area": A group of Units designated as a separated Service Area pursuant to this Declaration for purposes of receiving other benefits or services from the Association which are not provided to all Units within Park Place. A Service Area may be comprised of more than one land use or housing type and may include noncontiguous parcels of property. A Unit may be part of only one Service Area. Where the context permits or requires, the term Service Area shall also refer to the Service Area Committee established in accordance with the By-Laws to represent the interests of the Owners of Units within a Service Area. Service Areas may be established in accordance with the By-Laws to represent the interests of the Owners of Units within a Service Area. The Service Areas are listed in Exhibit "D".

"Service Area Assessments": Assessments levied against the Units in a particular Service Area to fund Service Area Expenses, as described in Section 8.1(c).

"Service Area Expenses": The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Units within a particular Service Area or Service Areas,

which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Service Area(s).

"Special Assessment": Assessments levied in accordance with Section 8.2.

"Specific Assessment": Assessments levied in accordance with Section 8.3.

"Special Declarant Rights": Development Rights reserved for the benefit of the Declarant hereinafter, including without limitation to:

- (1) complete improvements indicated on plats and plans;
- (2) add Additional Property to the planned community;
- (3) convert a unit into two or more units, common elements or controlled facilities or into two or more units and common elements or controlled facilities;
- (4) maintain offices, signs and models;
- (5) use easements through the common elements or controlled facilities for the purpose of making improvement within the planned community or within any Additional Property;
- (6) make the community subject to a Master Association.

"Supplemental Declaration": An instrument Recorded pursuant to Article IX which subjects Additional Property to this Declaration, designates Service Areas, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

"Township Approvals": All official Cranberry Township approvals, including the Tentative Approval Resolution and the Final Approval Resolution, for each phase of the Park Place development.

"Unit": An inclusive term referring to both Residential and Nonresidential Units, or to anyone of them, but which shall not include Common Elements, Limited Common Elements or Controlled Facilities.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use and conduct, maintenance, and architecture at Park Place set it apart from other developments and give it its identity. Each Unit Owner, resident, and tenant participates in upholding such standards and can take pride in the results of that common effort.

This Declaration establishes procedures for adopting, modifying, applying, and enforcing such standards while providing flexibility for the community standards to evolve as Park Place grows and changes over time.

Article III Use and Conduct

3.1 Framework and Regulation.

The Governing Documents establish, as part of the general plan of development for Park Place, a framework of affirmative and negative covenants, easements and restrictions which govern Park Place. Within the framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect Park Place, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the Restrictions and Rules. This Article is not intended to apply to rules and regulations relating to use and operation of the Common Elements which the Board may adopt by resolution pursuant to Section 7.1(c).

3.2 Rule Making Authority.

(a) Subject to the terms of this Article and the Board's fiduciary duty to the Association, including the duty to act in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence as a person of ordinary prudence would use under similar circumstances (the "Business Judgment Rule"), the Board may amend, modify, cancel, limit, create exceptions to, withdraw or expand the Rules from time-to-time. The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Owners in Good Standing shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, upon approval by an affirmative vote of a majority of a quorum of the Board unless disapproved at a meeting by (i) Owners in Good Standing representing more than 67% of the total Class "A" votes. The Board shall have no obligation to call a meeting of the Owners to consider disapproval except upon receipt of a petition of the Class "A" Owners in Good Standing as required for special meetings in the By-Laws. Upon such petition of the Owners in Good Standing prior to the effective date of any Board action under this Section 3.2(c), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, Owners in Good Standing may, at an Association meeting duly called for such purpose, vote to adopt rules which modify, cancel, limit, create exceptions to, withdraw or expand the Rules then in effect. Any such action shall require approval of Owners in Good Standing representing more than 67% of the total of all votes.

(c) Prior to any action taken under this Section 3.2 becoming effective, the Board shall send a copy of the new rule or explanation of any changes to the Rules to each Owner. The effective date shall be not less than 30 days following distribution to Owners. The Association shall provide, without cost, a copy of the Rules then in effect to any requesting Member or Mortgagee.

(d) No action taken under this Article shall have the effect of modifying, repealing or expanding the Architectural Guidelines or any provision of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules, the Architectural Guidelines shall control.

(e) The procedures required under this Section 3.2 shall not apply to the enactment and enforcement of administrative rules and regulations governing use of the Common Elements, Area of

Common Responsibility, Limited Common Elements or Controlled Facilities, nor to the enactment or enforcement of Architectural Guidelines, unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational facility, speed limits on private roads, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times. The Board shall act in accordance with the Business Judgment Rule in the enactment, amendment, and enforcement of such administrative rules and regulations.

3.3 Owners' Acknowledgement and Notice to Purchasers.

All Owners are given notice that use of their Units, the Common Elements and the Area of Common Responsibility is subject to the covenants, easements and restrictions state in this Declaration, and the amendments or supplements thereof now or hereafter adopted, and also limited by the Rules, as they may be amended, modified, canceled, limited, submitted to exceptions, withdrawn or expanded. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit may be affected by the covenants, easements and restrictions state in this Declaration, and the amendments or supplements thereof nor or hereafter adopted, and the Rules as them may be amended, changed, modified, supplemented or withdrawn from time to time. All purchasers of Units are on notice that amendments, changes, modifications, supplements or withdrawals may be, and may have been, adopted by the Association. Copies of the current Rules may be obtained from the Association.

3.4 Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment), all Rules shall comply with the following provisions:

(a) Similar Treatment. Similarly situated Owners shall be treated similarly; however, the Restrictions and Rules may vary by Service Area and may differ between residential and nonresidential uses, subject to the procedure established in Section 3.2.

(b) Displays. The rights of Owners to display religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the Unit.

(c) Signs. No rules shall regulate the content of political signs; however, any applicable Cranberry Township political sign ordinance shall govern, and rules may be established to regulate the time, place and manner of posting such signs, and the Pattern Book may establish design criteria for such signs.

(d) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total numbers of occupants permitted in each Residential Unit on the basis of the size and facilities of the Residential Unit and its fair use of the Common Elements.

(e) Activities Within Units. No rule shall interfere with the activities carried on within the confines of Units, to the extent in compliance with local laws and ordinances, except that the Association may prohibit activities within Residential Units which are not normally associated with property restricted

to residential use, and it may restrict or prohibit any activities that create monetary costs or potential liability for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic, that create unsightly conditions visible from outside of the structures on Units, or that create an unreasonable source of annoyance to persons outside the Unit.

(f) Allocation of Burdens and Benefits. No rules shall alter the allocation of financial burdens among the various Units or rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association, which objection shall be resolved as set forth in Article XIII hereinafter. Nothing in this provision shall prevent the Association from changing the Common Elements available, from adopting generally applicable rules for use of Common Elements, or from denying use privileges to those who are delinquent in paying assessments or abuse or damage the Common Elements or violate the Governing Documents. This provision does not affect the power to increase the amount of assessments as provided in Article VIII.

(g) Alienation. No rule shall prohibit transfer of any Unit, or require consent of the Association or Board for transfer of any Unit.

(h) Abridging Existing Rights. Subject to the provisions of Section 3.4(e) above, no Rule shall require an Owner to dispose of personal property that was in or on a Unit prior to the adoption of such Rule if such personal property was in compliance with all Rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Unit, and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

(i) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop Park Place or other properties in the vicinity of Park Place.

(j) Interference with Controlled Facilities. No Rule or action by the Association shall unreasonably interfere with the intended use or operation of any Controlled Facility.

The limitations in subsections (a) through (i) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XVIII.

3.5 Leasing of Unit(s).

(a) Except as provided below, no single family detached home or town-home Unit purchased after the recording of this Amended and Restated Declaration may be leased.

(i) A Unit purchased prior to the recording of this Amended and Restated Declaration may be leased by the Owner of record as of the date of the recording of this Amended and Restated Declaration (the "Owner of Record"). The Owner of Record may assign or transfer the power to lease one (1) time by an assignment, conveyance or sale of the Unit to a member of the Owner of Record's immediate family (i.e. the Owner's spouse, son or daughter). The power to lease is not otherwise assignable, nor transferrable, and ceases when the Owner of Record assigns, conveys, sells or otherwise transfers title to the Unit to a new Owner.

(ii) The plan builder, Ryan Homes, may lease/rent one or more residential Units to serve as model Unit(s) however at the conclusion of their use as a model Unit the Unit(s) are subject to the restrictions in this Section 3.5(i).

(iii) Subject to its receipt of a written request from an Owner for a permit to lease a Unit due to a hardship, the Board may, in its sole discretion, grant an Owner permission to lease a Unit on a hardship basis.

(iv) The Board may only grant a Unit Owner a hardship permit to lease a Unit if the Unit Owner demonstrates to the satisfaction of the Board that he or she is not able to occupy his or her Unit due to: i) a personal injury or acute illness; ii) loss of employment or substantial income; iii) relocation of place of employment to a new location at least fifty (50) miles from Park Place; iv) significant unreimbursed or uninsured medical expenses accruing over a period in excess of six (6) months; v) illness or major medical condition; vi) divorce; or vii) the need for rental income to prevent foreclosure of a first mortgage on an Owner occupied Unit.

(v) Any Owner who submits a request to the Board to be permitted to lease his or her Unit on a hardship basis will bear the burden of providing the Board with documents and information demonstrating that the Owner is suffering from a hardship.

(vi) The Board shall not grant any Owner permission to lease a Unit on a hardship basis for an initial period in excess of twelve (12) months; if the Owner provides the Board with documentation demonstrating that the Owner has had the Unit listed for sale with a real estate broker for a period of at least six (6) months, then the Board may grant the Owner permission to lease a Unit on a hardship basis for one (1) additional period not in excess of twelve (12) months.

(vii) The Board may impose additional conditions or limitations when it grants an Owner permission to lease a Unit on a hardship basis.

(viii) Permission to lease a Unit on a hardship basis will automatically terminate upon the first to occur of the following: i) title to the Unit is assigned, conveyed, sold or transferred; ii) the Owner notifies the Board that he or she is no longer suffering from a hardship; iii) the Board determines that the Owner is no longer suffering from a hardship; iv) the Board levies a fine because the Owner or the Owner's tenant has breached the Governing Documents, and the fine is not paid in full by the due date established by the Board; v) the Owner fails to be maintain Good Standing status with the Association; or vi) the Unit is vacant for a period in excess of ninety (90) days.\

(b) All Leases must be in writing, be signed by the Owner and the tenant and have an initial term of not less than twelve (12) months.

(c) A full copy of the signed Lease and all addenda must be provided to the Association at least seven (7) days prior to the date upon which the tenant or lessee will move into the Unit.

(d) A Lease must be for the entire Unit, including any garage which may be connected to, or part of, the Unit.

(e) The Association may require any Owner who leases a Unit to supplement the Lease with a lease addendum; and the lease addendum must be in a form and content approved by, or prepared at the direction of, the Board.

(f) Every Lease must contain a statement acknowledging that the Owner, the tenant and any residents who may occupy the Unit together with the tenant, are subject to the Association's Declaration and Rules and Regulations, and that any breach or violation of the Association's Declaration or Rules and Regulations by the tenant, or any resident who may occupy the Unit together with the tenant, will also be a breach of the lease.

(g) Without regard for the content of any term or condition which might be stated in a Lease, the Owner of a leased Unit shall bear continuing obligations to pay assessments, charges, fees and interest to the Association, and to enforce, at the Owner's sole cost and expense, the tenant's, and any residents' who may occupy the Unit together with the tenant, compliance with the Declaration and Rules and Regulations.

(h) If an Owner fails to pay any assessment, fee, fine, interest, cost, expense or charge levied or assessed pursuant to the Association's Declaration, the Act or the Rules and Regulations, then upon thirty (30) days written notice to the Owner and tenant by first class mail, the Owner will be deemed to have consented to permit the Association to collect all unpaid assessments, fees, fines, interest, costs, expenses and charges owed to the Association by attaching all rents due from the tenant. The written notice issued to the tenant by the Association shall be deemed to operate as an attachment of all rents due from the tenant to the Owner. The amount payable to the Association by the tenant each month shall not exceed the total amount of the monthly rent due from the tenant to the Owner under the terms of the Lease. The Association may continue to collect the rents due from the tenant to the Owner from month-to-month until all the assessments, fees, fines, interest, costs, expenses and charges owed to the Association by the Owner are paid in full. The Owner must give the tenant a rent credit to the extent of all amounts paid to the Association on account of delinquent assessments, fees, fines, interest, costs, expenses or charges owed to the Association by the Owner.

(i) If the tenant or any resident who occupies the Unit together with the tenant commits two or more breaches or violations of the Association's Declaration or Rules and Regulations during the term of the Lease, then the Association may notify the Owner that the term of the Lease may not be extended or renewed, in which event the tenant and any resident who occupies the Unit together with the tenant must move out of the Unit at the end of the term of the Lease.

(j) The Board shall have the power to adopt, amend, change, expand, modify, replace and withdraw from time-to-time rules governing the leasing of Units and to levy fines against the Owner of a Unit whose tenant or tenants breach the Governing Documents, including any rules governing leasing.

(k) Owners who lease their Units shall, in all instances, be deemed to do so at their own risk. Neither the Association, the Board, nor any member of the Board, officer, manager, committee or committee member shall have, nor bear or assume, any duty or obligation to: i) administer or monitor any Lease; ii) monitor any tenant or residents who may occupy the Unit together with the tenant; iii) maintain, repair or replace a leased Unit (except as may be specifically stated in the Declaration); nor iv) to maintain, repair or replace any personal property, fixtures or furnishings in, on or which may be part of, a leased Unit. Neither the Association, the Board, nor any member of the Board, officer, manager, committee or committee member shall have, nor bear or assume, any liability for any breached or terminated Lease, nor for lost rents or rental income of any kind.

3.6 Use Restrictions.

The following restrictions, conditions and prohibitions shall apply to all of Park Place, including, but not limited to, the Common Elements, Limited Common Elements and Units.

1. Restricted Activities. The following activities are prohibited within Park Place unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Any activity which tends to cause an unclean, unhealthy or unsafe condition to exist outside of enclosed structures on a Unit.

(b) Any activity which emits foul or obnoxious odors, fumes, dust, smoke, or pollution outside a Unit or which creates noise, unreasonable risk of fire or explosion, or other conditions which are a nuisance; provided, nothing herein shall preclude normal and customary operation of any restaurant.

(c) Any noise to be made that will disturb or annoy the occupants of any of the Units in the development or do or permit anything to be done that will interfere with the rights, comfort or convenience of other residents.

(d) The keeping of any domestic animals by the Owner or resident of any Unit other than: (i) animals which are kept exclusively indoors; (ii) no more than two (2) dogs; (iii) no more than two (2) cats. In no case shall outdoor kennels, cages, pens or runs be maintained for any animal. Dogs or cats may not be left unattended on the Common Elements or Limited Common Elements, nor outside of a Unit

(e) The deposit or spreading of pet manure or guano in or on the Common Elements or Limited Common Elements; Owners must promptly pick-up and remove their pet's feces from the Common Elements or Limited Common Elements.

(f) Any damage to the Common Elements caused by Owners, Owners family members, guests, invitees, residents, occupants or pets.

(g) Any activity which violates local, state or federal laws, regulations or ordinances.

(h) Outside burning of trash, leaves, debris or other materials. The use of approved fire pits or outdoor fireplaces are not prohibited by this restriction.

(i) Outdoor storage of goods, materials, or equipment, except that (1) outdoor storage of building materials shall be permitted during construction on the Unit on which such materials are being stored; (2) outdoor retail displays in the M1 Phase; and (3) outdoor dining facilities on the M1 phase shall be permitted.

(j) Outside storage of any food, equipment, materials or supplies of a nature which could attract animals, vermin or pests.

(k) Outdoor clotheslines.

(l) No storing of snow shovels, brooms, garden hoses or any other tools on the front porch and similar tools or implements deemed unsightly.

(m) Fishing, swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within Park Place. Neither Declarant nor the Association shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized

or unauthorized use of lakes, ponds, streams or other bodies of water within Park Place.

(n) Any activity which would constitute a public or private nuisance.

(o) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes.

(p) Use and discharge of firecrackers or other fireworks on the Common Elements or Lots.

(q) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any storm sewer, drainage ditch, or other component of the storm drainage system serving Park Place, any stream, pond, or lake, or elsewhere within Park Place, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site.

(r) No Owner or resident may cut, trim, move, remove or replace any tree, bush, shrub, landscaping or natural vegetation located anywhere on the Common Elements without first obtaining architectural approval in accordance with Article IV of this Declaration.

(s) Subdivision of a Residential Unit into two or more Units or changing the boundary lines of any Residential Unit after a subdivision plat including such Residential Unit has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Units which it owns.

(t) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

(u) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

(v) On-site storage of gasoline, heating, or other fuels on Residential Units, except that a reasonable amount of propane gas and other fuel may be stored on each Unit for emergency purposes and operation of gas cooking grills, lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Article IV.

(w) Use of any Residential Unit for a business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Residential Unit may conduct business activities within the Residential Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for Park Place; (iii) the business activity does not involve door-to-door solicitation of residents of Park Place; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Park Place which is noticeably greater than that which is typical of Residential Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of Park Place and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Park Place, as may be determined in the sole discretion

of the Board. The Board, at its sole discretion, may authorize community wide or individual Unit Owner garage sales, moving sale or rummage sales.

(x) The terms "business" and "trade," as used in the foregoing restriction, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or any other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

(y) Leasing of a Unit shall not be considered a business or trade within the meaning of the foregoing restriction. The foregoing restriction shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Park Place or its use of any Units which it or any Declarant Affiliate owns within Park Place;

(z) Capturing, trapping or killing of wildlife within Park Place, except in circumstances posing an imminent threat to the safety of persons using Park Place;

(aa) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Park Place or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(bb) Operation of motorized vehicles on pathways or trails monitored by the Association;

(cc) Overnight or regular parking of: commercial vehicles, trucks or equipment*; motor homes; recreational vehicles; golf carts; boats and other watercraft; trailers; stored vehicles or inoperable vehicles in locations or places, other than in enclosed garages or such other areas, if any, as the Board may designate within the Common Elements; provided, the Board may (but shall not be obligated to) grant permission for visitors to temporarily park such vehicles overnight on driveways or streets for a period not to exceed seven days while visiting the occupants of a Unit;

(dd) Any construction, erection, placement, or modification of any part, portion, improvement or thing, without regard for whether permanently or temporarily installed, mounted or place, on the outside portions of the Unit, whether such portion is improved or unimproved, except as specifically authorized by the Board, this Section 3.6, the Rules and Regulations or otherwise in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; balconies, decks, patios, stoops, stairs and walkways; and hedges, walls, dog runs, animal pens, or fences of any kind.

(ee) Except as may be permitted by the Board via the adoption of Rules and Regulations, no signs, banners, bunting or notices which are visible from any other Unit or the street may be erected, placed or displayed in or on any Unit or the Limited Common Elements.

(ff) An Owner may erect and display one temporary "For Sale" sign in the lawn area immediately in front of the Owner's Unit. The "For Sale" sign must be removed immediately after an agreement of sale for the Unit is signed.

(gg) Except as may be erected or installed by the Association, no flag poles may be erected or installed in, or on, any Unit, the Common Elements or Limited Common Elements without first obtaining architectural approval in accordance with Article IV of this Declaration.

(hh) No Owner or resident may obstruct the Common Elements, nor may any Owner or resident leave or store any personal property in, or on, the Common Elements without the prior written permission of the Board.

(ii) No Owner or Occupant may use the Common Elements, or any improvements now or hereafter erected or installed thereon, for any purpose other than the purpose for which those improvements are designed or intended.

(jj) No Unit may be combined with any other Unit, nor may any Unit be divided or subdivided, without first obtaining written approval in accordance with the provisions of Article IV this Declaration.

(kk) If any Owner or resident stores, treats, transfers, holds or otherwise uses or is in possession of a hazardous substance in, or on, the Property, then the Owner and/or resident shall be deemed to have covenanted and agreed to indemnify, defend and hold the Association and the Board harmless from all costs, expenses, fees, fines, interest, if any, which may be awarded, levied or assessed against the Association or the Board, together with the Association and Board's attorney's fees, which may arise from identifying, treating, remediating and/or removing any hazardous substance from the Property and returning the Property to its prior appearance, condition and function.

(ll) Owners or residents who maintain a propane gas fueled grill on their deck or patio must use it in accordance with all prevailing fire codes and ordinances.

(mm) Notwithstanding the foregoing, use of the Controlled Facility identified on the Plans as the Community Area shall be permitted subject to the terms of the Lease between the Association and the owner of the Community Area and any rules and/or requirements promulgated by the Association pursuant thereto.

* Vehicles which bear limousine, livery, mass transit, taxi, trailer, transporter, truck or apportioned truck license plates, as well as vehicles which bear Pennsylvania or Federal Department of Transportation registration numbers, and vehicles used in interstate or intrastate commerce, will be included within commercial vehicles, trucks or equipment.

2. Prohibited Uses. In addition to uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within Park Place:

(a) Trailer courts, mobile home parks, and recreational vehicle campgrounds;

(b) Oil, gas or mineral exploration; drilling, boring, excavation, development, refining, quarrying, or mining operations, and all construction and equipment incident thereto; and oil or gas wells or related equipment or facilities, except that nothing herein shall preclude the operation of automobile service stations or water wells, to the extent permitted under the Architectural Guidelines and

(c) Junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials provided that the same are not unsightly;

(d) Commercial excavation of building or construction materials, except in the usual course of construction of improvements;

(e) Dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, except as is incidental to the use, operation and ownership of any property (or a portion thereof) in accordance with this Declaration and in a manner which is not unsightly and does not result in noxious odors emitting from the subject property;

(f) lumberyards, sawmills, or outdoor storage of building or construction materials (except in the usual course of construction on the site where stored);

(g) Flea markets, and ongoing fire and bankruptcy sale operations;

(h) Truck terminals and truck stop-type facilities (specifically excluding loading docks and similar facilities incidental to the use, operation and ownership of any property or a portion thereof in accordance with this Declaration);

(i) Massage parlors, and any establishment which offers entertainment or service which includes nude or partially dressed male or female persons;

(j) Any industrial use; and

(k) "Adult entertainment uses," which term shall mean, for the purpose of this Declaration, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereinafter developed) which is rated "X" by the movie production industry (or any successor rating established by the movie production industry) or is otherwise of a pornographic or obscene nature; or (ii) sexually explicit games, toys, devices, or similar merchandise.

3. Prohibited Conditions. The following shall be prohibited at Park Place:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Park Place;

(b) Structures, equipment, improvements or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon open water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Park Place, except that Declarant and the Association shall have the right to draw water from such sources and the PPRC pursuant to Article IV may, in its discretion, approve a private water well on certain Units which the PPRC determines to be of sufficient size to accommodate a well without adversely impacting neighboring property;

(d) Satellite dishes, antennae and other similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that: (i) Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of Park Place, and (ii)(a) antennae or satellite dishes designed to receive direct broadcast satellite service which are under one meter or less in diameter; (b) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennae or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and is screened from the view of adjacent Units, streets and Common Elements in a manner consistent with the Community-Wide Standard and the Architectural Guidelines.

4. Leasing of Units. No Unit may be Leased, except as may be permitted by Declaration Article III, Section 3.5 and any applicable Rules and Regulations. In addition to Base, Service Area, Special and Specific Assessments, the Board may levy assessments against a leased Unit from time-to-time for the purpose of recovering costs, fees or expenses incurred by the Association in regard the Leased Unit, including, but not limited to, costs, fees or expenses incurred to enforce the tenant, any resident who may occupy the Unit together with the tenant or Owner's compliance with the Governing Documents, and recovering costs, fees or expenses incurred by the Association to repair or replace damages to the Property caused by the tenant, or by a resident who occupies the Unit together with the tenant. Any such assessment which may be levied against a Leased Unit will be the Unit Owner's personal obligation and a continuing lien against the Leased Unit, and will be collectible and enforceable in accordance with the Declaration and the Act.

5. Permitted Equipment. Notwithstanding the foregoing, and subject to any Rules and Regulations which may be adopted by the Board, basketball hoops, swing sets and similar sports and play equipment shall be permitted provided the same are located in the rear yard of the Unit and are not otherwise in violation of the Governing Documents.

6. Rules and Regulations. The Board may, from time-to-time take action to adopt, amend, apply, interpret, modify, cancel, limit, create exceptions to, withdraw or expand Rules and regulations applying one or more of the foregoing use restrictions, conditions or prohibitions.

Article IV Architecture and Landscaping

4.1 General.

No structure or thing shall be added to, nor built, constructed, placed, erected, or installed upon any Unit after the date it is made subject to this Declaration, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any property within Park Place after the date it is made subject to this Declaration, except in compliance with the Governing Documents.

Any Owner may remodel, paint or redecorate the interior of such Owner's Unit without approval. However, additions, changes or modifications to the exterior of a Unit, or to the interior of screened porches, patios, and similar portions of a Unit visible from outside the Unit shall be subject to approval.

All new buildings constructed on any property within Park Place after the date such property is made subject to this Declaration shall be designed by and built in accordance with the plans and

specifications approved by Declarant or its designee in its sole discretion. The foregoing shall not apply Phases which are subject to the Association's control and review by the Architectural Review Committee.

4.2 Architectural Review.

(a) Architectural Review Committee. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of Park Place, will be deemed to acknowledge and agree that no activity within the scope of this Article or described in Section 4.1 (collectively "Work") shall be commenced on such Owner's Unit unless and until the Owner has fully complied with the requirements of this Article and the Park Place Architectural Review Committee (the "ARC") review and Certification Process, attached hereto as Exhibit "C".

The Association, acting through the ARC shall assume jurisdiction over architectural matters hereunder. The ARC shall consist of at least three persons. At least two ARC committee members who are Class "A" Owners in Good Standing shall be appointed, and may be removed and replaced, by the Board from time to time. At least one committee member shall be appointed, and may be removed and replaced, by the board representing the Class "B" Members. The ARC shall at all times follow the Architectural Guidelines of Park Place, and any architectural Rules which may be adopted by the Board, during any review of proposed Work.

(b) Fees: Assistance.

The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to ARC review of any application. Such fees shall include only the anticipated out of pocket costs incurred in having any application reviewed by professionals. The Association may employ architects, engineers, lawyers, surveyors or other persons as deemed necessary to assist and advise the ARC. The Board may include the actual compensation of such persons in the Association's annual operating budget as a Common Expense, provided, however, that in no event shall the members of the ARC or the Board be entitled to compensation.

4.3 Guidelines and Procedures.

(a) Architectural Guidelines. The Architectural Guidelines, which may contain general provisions applicable to all of Park Place as well as specific provisions which may vary according to the Work proposed in an application, the land use and housing type and from one area of Park Place to another, include (i) the Pattern Book, and (ii) the Park Place Architectural Review Committee and Certification Process, attached hereto as Exhibit "C". The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the ARC in considering applications hereunder and sets forth the required steps of all parties involved in the review process. The Architectural Guidelines are not the exclusive basis for decisions of the ARC, and compliance with the Architectural Guidelines does not guarantee approval of any application.

The ARC shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development, redevelopment, modification, repair, replacement, renovation, reconstruction or construction within Park Place.

(b) Procedures. No Work shall commence on any portion of Park Place until an application for approval has been submitted by an Owner and approved by the ARC, a certificate of compliance has been issued by the ARC, and a building permit has been issued by Cranberry Township. Such application

shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the ARC may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each Owner's application, the ARC may consider any factors it deems relevant, including, without limitation, (i) compliance with this Declaration and consistency with the Master Plan, (ii) architectural design concept, (iii) harmony of external design with surrounding structures and environment, (iv) relation of topography, grade and finished ground elevation of the Unit being improved to that of each neighboring Unit, (v) access between the Unit and adjacent Units and the roadways adjacent to the Unit, (vi) proper facing of building elevations with respect to nearby roads, (vii) adequacy of screening of mechanical or rooftop installations, and (viii) compliance with all applicable laws. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall make a determination on each application within fifteen (15) business/working days after receipt of a completed application and all required information. The ARC may extend the time for making a determination of any application upon written notice to the applicant so the applicant may submit additional information, or so the ARC may consult with architects, engineers, lawyers, surveyors or other persons. The ARC may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

The ARC shall notify the applicant in writing of the final determination on any application within five (5) business/working days thereafter. In the case of disapproval, the ARC shall specify the reasons for any objections and may offer suggestions, if applicable, for competing, correcting or curing any objections.

Approval by the ARC shall not be deemed to be an approval of any matters by any governmental authority, including Cranberry Township. No Work shall commence on any Unit unless and until the Owner has delivered to the ARC a true and correct copy of the building permit therefor evidencing compliance with all applicable laws.

Within ten (10) days after the completion of the Work approved by the ARC, the Owner of the Unit must provide the ARC with written notice of the completion of the Work and request an inspection by the ARC to confirm the completed Work complies with the approval granted and the issuance of a Certificate of Compliance by the Association in accordance with Section 4.7 below.

4.4 No Waiver of Future Approvals.

Each Owner acknowledges that the composition of the members of the ARC reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances.

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Architectural Guidelines or any applicable rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration, any zoning ordinances, the Township Approvals, or other applicable requirements of Cranberry Township; or (c) bar the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the foregoing, no Owner (other than Declarant) shall apply to any governmental authority for a rezoning or a zoning variance or waiver with respect to its Unit, for a subdivision, lot line adjustment or for a special exception or conditional use permit.

4.6 Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Park Place. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, including the factors outlined in Section 4.3(b) above. The ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design.

The ARC shall have sole and full authority to determine matters of aesthetic judgment, and the determination of the ARC as to such matters shall be final and except as provided below the ARC's determination shall not be subject to appeal. The only right of appeal from a determination made by the ARC will be to file an appeal to the Board, and the Board's determination of the appeal shall be final and shall not be subject to judicial review.

Neither the Declarant, the Association, the Board, the ARC, nor any other committee, or any member of any of the foregoing, shall be held liable for soil or sub-surface conditions; drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not such contractor has been approved or featured by Declarant to construct homes or other structures in Park Place; or any injury, damages, or loss arising out of the manner or quality of approved Work to any Unit. In all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in Section 7.7.

The Association shall have the right to enforce the provisions of the Architectural Guidelines against any Owner. The Township shall have the right to enforce the provisions of the Architectural Guidelines against the Declarant and/or the Association to the extent that any violation thereof constitutes a violation of any Township approval or ordinance. No Owner shall have the right to enforce the provisions of the Architectural Guidelines against any other Owner, or to require another Owner to abide by the Architectural Guidelines, unless authorized to do so by the Board; nor shall any Owner have the right to require the Association or the Township to enforce the provisions of the Architectural Guidelines against another Owner or Member.

No failure by the Association to enforce the Architectural Guidelines against any Owner or to require an Owner to comply with the Architectural Guidelines shall be deemed to be a waiver of the Association's right to enforce or require compliance with the Architectural Guidelines either against that particular Owner or Member or any other Owner or Member, unless the Board expressly waives the same, in writing, for a particular Owner or Member.

4.7 Certificate of Architectural Compliance.

Any Owner may request that the Association issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Architectural Guidelines. The Association shall either grant or deny such request within (15) fifteen business/working days after receipt of a written request and may charge a reasonable administrative fee, representing actual out of pocket expenses for issuing such certificates. Issuance of such a certificate shall not bar the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

Article V Maintenance and Repair

5.1 Maintenance of Units.

Each Owner shall maintain, repair and replace his or her Unit, as depicted on the Plats and Plans and the plan of survey for the Unit as provided to the Owner at the time of the first closing on the sale of the Unit, and all landscaping and improvements comprising the Unit, all at the Owner's sole cost and expense, and in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit.

Each Owner of a Unit shall also be responsible for maintaining the landscaping within that portion of any adjacent Common Elements, Limited Common Elements or public right-of-way lying between the Unit boundary and any wall, fence, curb, lake or pond located on the Common Elements or public right-of-way within 30 feet of the Unit boundary; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article IV.

Responsibility for maintenance of landscaping under this Section 5.1 shall include responsibility for watering of lawns and other landscaping as needed to maintain it in a healthy condition. It shall also include responsibility for removal and replacement of diseased or dead plant material, subject to the provisions of Article IV.

5.2 Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, each Owner's responsibility for maintenance shall also include responsibility for repair and replacement necessary to maintain the Owner's Unit and all landscaping and improvements comprising the Unit to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable

improvements on his or her Unit, less a reasonable deductible, unless the Association carries such insurance (which it may, but is not obligated to do hereunder). The Owner shall bear the costs and expenses of any loss, or portion of a loss, which is not covered due to the application of a deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair, replace or to reconstruct the damaged or destroyed structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Any insurance proceeds shall be held in trust for the benefit of the Owner, all other Owners, and the Association, for purposes of repairing, replacing and reconstructing such structures in conformity with the Governing Documents. Such obligation shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of all Owners, and the Association, which covenant may be specifically enforced.

PART THREE: NEIGHBORHOOD GOVERNANCE AND ADMINISTRATION

The Declaration establishes the Association as a mechanism by which each owner is able to participate in the governance and administration of Park Place. While many powers and responsibilities are vested in the Association's board of directors in order to facilitate day-to-day management and operation, some decisions are considered of such importance that they are reserved for the Association's membership - the owners of property in Park Place.

Article VI The Association and its Members

6.1 Function of Association.

The Association has been established for the purpose of administering Park Place in accordance with the Governing Documents. Its responsibilities include, but are not limited to:

- (a) management, maintenance, operation and control of the Area of Common Responsibility;
- (b) interpretation and enforcement of the Governing Documents;
- (c) upholding the Community-Wide Standard within Park Place; and
- (d) upon expiration or termination of Declarant's authority under Article IV, acting through the ARC as set forth in Article IV above in administering the architectural review process for Park Place.

6.2 Membership.

Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The membership rights of co-Owners who are natural persons may be exercised in accordance with Section 6.3(b) below.

6.3 Voting.

(a) Classes of Membership. The Association shall have three classes of membership, Class "A" Class "B," and Class "C," as follows:

Class "A." Class "A" Members, who may also be referred to as Class "A" Owners, shall be all Owners of single family homes and town-homes. Class "A" Members in shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that: i) there shall be only one vote per Unit; ii) votes may only be cast by Class "A" Members in Good Standing; and iii) no vote shall be exercised for any property which is exempt from assessment under Section 8.7. Class "A" Members in Good Standing may cast votes in the manner provided in this Declaration or in the By-Laws.

Class "B." Class "B" Members, who may also be referred to as Class "B" Owners, shall be all Owners of apartments and Non-Residential Units. Except as specifically provided in Sections 6.3(b), 14.3(c) and 17.2 of this Declaration, the Class "B" Members shall have no voting rights.

Class "C." The sole Class "C" Member shall be the Declarant. The Class "C" Member shall have no voting rights. The consent of the Class "C" Member shall be required for various actions of the Board, the membership and committees, as specifically provided elsewhere in the Governing Documents. The Class "C" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "C" Control Period pursuant to Article III of the By-Laws; or
- (ii) when, in its discretion, Declarant so determines and declares in a Recorded instrument.

Upon termination of the Class "C" membership, Declarant shall be entitled to Class "A" membership and voting rights for each Residential Unit which it owns and which all Association fees are paid.

(b) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Owner shall be exercised by the Owner of the Unit, provided that the Class "A" Owner must be in Good Standing. Only Class "A" Owners in Good Standing, shall be permitted to vote on those issues which relate to and affect only Residential Units, and only the Class "B" Members, shall be permitted to vote on those issues which relate to and affect only Nonresidential Units. The Board's determination as to issues which affect only Class "A" or only Class "B" Members shall be conclusive.

In any situation where the ownership of a Unit is held by more than one person, the natural person who shall be entitled to cast the vote of the Unit shall be the person named in a certificate executed by all of the Owners of the Unit and filed with the Secretary of the Association, or in the absence of that named person from the meeting, or in the event of failure to execute and file such a certificate, the person owning such Unit who is present at the meeting. A certificate executed by the Owners shall be valid until revoked by a subsequent certificate similarly executed. If more than one of the multiple Owners are present at a meeting, the vote allocated to the Unit may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple Owners of a Unit present at

a meeting casts the vote allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. A Unit's vote shall be suspended for the meeting if more than one Owner of the Unit seeks to exercise the vote.

If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for the Unit shall be the person named in a certificate executed by that entity pursuant to its governing documents, or in the event of failure to execute and file such a certificate, the person representing the corporation, joint venture, partnership or unincorporated association which owns such Unit who is present at the meeting. If the Owner of a Unit is a trust, the trustee shall be deemed to be the Owner for voting purposes, or if there are multiple trustees, the trustee who shall be entitled to cast the vote for the Unit shall be the trustee named in a certificate executed by the trustees pursuant to the trust instruments, or in the event of failure to execute and file such a certificate, the trustee who is present at the meeting.

Article VII Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate and dispose of tangible and intangible personal property and real property. The Board may enter into leases, licenses or operating agreements for portions of the Common Elements, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Elements by community organizations and by others, whether nonprofit or for profit, for the provision of goods or services for the general benefit or convenience of Owners, occupants and residents of Park Place.

(b) Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B", and the Association shall accept any such property; provided, Declarant and its designees shall not convey any real property to the Association which Declarant or its designees know or have reason to believe is contaminated with hazardous substances in such amounts as would require remediation under state or federal law, nor any real property which is subject to the lien of any judgment, tax lien, mortgage or mechanic's lien. If Declarant conveys property to the Association as Common Elements, the Association shall, upon Declarant's written request, reconvey to Declarant any unimproved portions of such property, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines. Declarant shall convey all Common Elements identified on the Plats and Plans to the Association by special warranty deed, at no cost to the Association.

(c) The Association shall be responsible for management, operation and control of the Common Elements, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association and further subject to the obligations of Owners as set forth in Section 5.1 and Section 5.2 herein. The Board may adopt such reasonable rules regulating use of the Property, including the Common Elements and Area of Common Responsibility, as it deems appropriate.

7.2 Maintenance and Operation of Area of Common Responsibility.

Except for maintenance, repair and replacement obligations borne by Owners as provided in Sections 5.1 and 5.2, the Association shall manage, operate, maintain, repair, reconstruct and replace, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) all portions of and structures situated on the Common Elements;
- (b) all streets, alleys, roadways and parking areas within Park Place (including snow removal, line painting in parking areas and maintenance of signage for "no parking" areas) until such time as they are accepted by Cranberry Township or a county or municipal agency, authority or corporation for perpetual maintenance, and any landscaping within the rights-of-way of streets or roads within or abutting Park Place, whether or not dedicated to the public;
- (c) all street shade trees within Park Place (any street trees which shall die or require removal shall be replaced in accordance with the Park Place Pattern Book or other governing document if applicable);
- (d) all landscaping situated on the Common Elements, including common passive open space, sliding scale buffers, parking areas, and detention basin perimeters (any landscaping which shall die or require removal shall be replaced by landscaping of like kind);
- (e) all decorative street lighting, light standards, and mail delivery facilities within Park Place. All mail delivery facilities and mail collection procedures shall conform to the Tentative Approval Resolution of Cranberry Township and U.S. Postal Service requirements. All utility costs incurred in providing the street lighting will be borne by the Association as Common Expenses;
- (f) all signs (other than building tenant identification signs, for which the owner of such building shall be responsible), including but not limited to signs that are permitted to encroach upon the right-of-way of Cranberry Township, in accordance with the Sign Type Location Plan dated September 12, 2005 and the requirements set forth in the Pattern Book;
- (g) all Association owned private streets, lanes or alleyways, all storm sewer system facilities appurtenant thereto (until or unless the same are dedicated to and accepted by Cranberry Township), and all sidewalks within Park Place (including snow removal and winter maintenance);
- (h) all trash removal (including placement, maintenance and removal of appropriate trash containers and receptacles) from the Area of Common Responsibility, including but not limited to the urban parks, and community and recreational facilities. All trash removal shall be performed in accordance with the requirements of the Township Approvals for the location of collection and in accordance with the Solid Waste Ordinance of Cranberry Township;
- (i) such portions of any Additional Property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;
- (j) the storm water drainage system for Park Place and all storm water detention facilities, ponds, streams and/or wetlands located within Park Place which serve as part of the storm water drainage system for Park Place, including improvements and equipment installed therein or used in connection therewith, and including but not limited to storm water drainage facilities and sewer lines located within private alleyways;
- (k) any urban parks, community centers, club houses, recreation facilities or any other property and facilities within or adjacent to Park Place which are owned by the Association or any trust or land

conservancy designated by Declarant which is tax-exempt under Internal Revenue Code Section 501(c)(3), and made available for the primary use and enjoyment of the Association and its Members; and

(l) any trails in urban parks within Park Place, including any upgrades thereto in connection with trail improvements at the Crossings Development project located adjacent to Cross Creek Park with a material that is substantially the same as is installed at the Crossings Development.

The Association shall not be liable to any Owner or resident, nor to their family members, guests, invitees, tenants, agents, servants, employees or contractors for any claims, demands, damages or injuries which might occur on, or arise out of, the condition, maintenance, repair, replacement or use of any part or portion of the Area of Common Responsibility, nor any facilities or equipment within the Area of Common Responsibility, except to the extent that the Association has been willfully or grossly negligent in the performance of its maintenance, repair or replacement responsibilities.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Owners representing 75% of the Class "A" Owners in Good Standing vote to discontinue such operation, provided that any such discontinuation of operation shall not conflict with any Township Approvals.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with Declarant's prior written approval as long as Declarant or any Declarant Affiliate owns any property described in Exhibits "A" or "B" of this Declaration.

Except as specifically provided herein, including assessment levied in accordance with Section 8.2 or 8.3 below, the costs associated with maintenance, repair, replacement, insurance and operation of the Area of Common Responsibility shall be a Common Expense, subject to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other Recorded covenants, or agreements with the owner(s) thereof.

Upon resolution of the Board, Units within each Service Area may be assessed Service Area Assessments to fund the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Service Area. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Service Area and adjacent public roads, private streets or alleyways within the Service Area, and stormwater drainage facilities, lakes or ponds within the Service Area, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Service Areas which are similarly situated shall be treated the same.

7.3 Provision of Benefits or Services to Service Areas.

(a) Exhibit "D" provides the exclusive list of permitted Services Areas. Absent an elected Service Area Committee, the Association Board shall manage the special services, determine service area assessments required, and levy Service Area Assessments.

7.4 Insurance

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Property insurance on the Common Elements, including the Area of Common Responsibility, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than 80% of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies. If such coverage is not generally available at reasonable cost, or becomes unavailable, then "broad form" coverage may be substituted.

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers' liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, except that (i) premiums for property insurance on Units within a Service Area shall be a Service Area Expense; and (ii) premiums for insurance on Limited Common Elements may be included in the Service Area Expenses of the Service Area(s) to which such Limited Common Elements are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Butler County, Pennsylvania. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The Association's insurance policies may contain reasonable deductibles, as may be accepted or approved by the Board, and the amounts thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.4(a). In the event of an

insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then pursuant to 5312(j) and 5314(c) of the UPCA the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in Pennsylvania which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate.

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Elements shall be for the benefit of the Association and its Members. Policies secured on behalf of a Service Area shall be for the benefit of the Owners of Units within the Service Area and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a coinsurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest as a Member of the Association in the Common Elements (provided, this provision shall not be construed as giving an Owner any interest in the Common Elements other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or occupant of a Unit;

(viii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of anyone or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which name the Owners, collectively, as additional insureds and provide:

i. a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owner of the Controlled Facility identified as the Community Area as shown on the Plans, the Owners and their tenants, servants, agents, and guests;

- ii. a waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- iii. an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- iv. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- v. a cross liability provision; and
- vi. a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Elements or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Elements shall be repaired or reconstructed unless 80% of the Class "A" Members, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote within sixty (60) days after the loss not to repair or reconstruct; provided, however, that the Association shall repair or reconstruct any improvements required by the Township Resolutions. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be distributed to all of the Class "A" Owners in a pro rata manner.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.4(a).

7.5 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Article VII of the By-Laws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall be assessed against the Owner and the Owner shall pay the fine upon notice from the Board);

(ii) suspending an Owner's right to vote until the violation is cured or resolved;

(iii) suspending any Person's right to use any recreational facilities within the Common Elements until the violation is cured or resolved;

(iv) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(v) requiring an Owner, at the Owner's sole cost and expense, to remove any structure or improvement on such Owner's Unit in violation of Article IV and to restore the Unit to its previous condition, and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, and any such action shall not be deemed a trespass;

(vi) without liability to any Person, including any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Architectural Guidelines from continuing or performing any further activities in Park Place; and

(vii) levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Article VII of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), and entry onto any Unit for such purpose shall not be considered a trespass;

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

(b) The decision to have the Association pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in undertaking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action; or

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Owner from taking action at law or in equity to enforce the Governing Documents.

7.6 Implied Rights: Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents or applicable law, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or any law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in, mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

In exercising the rights and powers of the Association, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in Section 5.1(d) of the By-Laws and Section 5303(a) of the Act.

7.7 Indemnification of Officers, Directors and Others.

Subject to Pennsylvania law, the Association shall indemnify and defend every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify and defend shall be limited to those actions for which liability is limited under this Section.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.8 Safety and Security.

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their real and personal property in Park Place. The Association may, but shall not be obligated to, maintain or support certain activities within Park Place designed to enhance the level of safety or security which each Person provides for himself and his property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of security within Park Place, nor shall either be held liable for any personal injury, death, loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to Park Place, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent personal injury, death, loss or damages, nor provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Units that the Association, its Board and committees, and Declarant are not guarantors of security or safety and that each Person residing in or using Park Place assumes all risks of personal injury, death, loss or damage to property, including Units and the contents of Units.

7.9 Powers of the Association Relating to Service Areas.

The Association shall have the power to block any action taken or contemplated to be taken by any Service Area which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Service Area in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Service Area shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Service Area fails to comply, the Association shall have the right to effect such action on behalf of the Service Area and levy Specific Assessments against the Units within the Service Area to cover the costs incurred, as well as an administrative charge and sanctions.

7.10 Provision of Services.

The Association may provide, or provide for, services and facilities for the Members and their Units, and shall be authorized to enter into and terminate contracts or agreements with other entities,

including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Units. By way of example, such services and facilities might include landscape, maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities.

Nothing in this Section shall be construed as a representation or guarantee by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use or the refusal of services provided to all Owners or Units as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

7.11 Relationships with Other Properties.

The Association may enter into contractual agreements, easements and covenants to share costs with the owner of any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Elements maintenance.

7.12 Facilities and Services Open to the Public.

Certain facilities and areas within Park Place may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: roads, sidewalks, greenbelts, trails, paths, parks, and similar areas conducive to public gathering and interaction. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility, or the Board may so designate them at any time thereafter. The availability of such areas to the general public shall not relieve any Owner of responsibility for assessments levied to fund the Association expenses incurred in connection with such areas.

7.13 Third Party Beneficiary.

It is expressly intended by Declarant and each Owner that Cranberry Township shall be a beneficiary of the covenants, restrictions, reservations and servitudes set forth herein. The Declarant and each Owner further acknowledge that by this express intention to benefit Cranberry Township, Cranberry Township shall be a party entitled to enforce all covenants, restrictions, reservations and servitudes contained herein, which entitlement on the part of Cranberry Township shall include the ability to exercise any and all remedies available at law and in equity for the enforcement of same. Without limiting the foregoing, Cranberry Township shall have the right of access for maintenance and repair of the storm water drainage system for Park Place (including but not limited to storm water drainage facilities located within private alleyways) in the event that the Association fails to maintain the same in accordance with the provisions of Section 7.2 of this Declaration, and Cranberry Township shall have the right to assess the costs thereof as a lien against the Units benefited thereby to the extent permitted by law. Notwithstanding the foregoing, Cranberry Township shall not be obligated to take any enforcement action with respect to any violation or alleged violation of this Declaration.

Article VIII Association Finances

8.1 Budgeting for and Allocating Association Expenses.

(a) Preparation of Budget: At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses of the Association for the coming year, to be allocated among all Units, and separate budgets reflecting the estimated Recreational Facility (Clubhouse & Pool) Expenses, and Service Area Expenses for each Service Area to which the Association expects to provide benefits or services during the budget period. Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount estimated to be generated through the levy of assessments against the Units.

The estimated expenses in each budget shall include, in addition to any operating reserves, a reasonable contribution to a reserve fund for major repairs or replacements of any capital items to be maintained as a Common Expense or as a Service Area Expense, respectively. In determining the amount of such reserve contribution, the Board shall consult with experts and take into account the number and nature of replaceable assets, the expected life of each, the expected repair or replacement cost, and the contribution required to fund the projected need by annual contributions over the expected useful life of the asset.

(b) Calculation of Base Assessments. Upon determining the total amount of income required to be generated through the levy of Base Assessments, the Association shall allocate such amount between the Class "A" Members subject to assessment under Section 8.6

The Class "B" member(s) shall pay assessments as specified in Exhibit "E".

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy which may be either a contribution or an advance against future assessments due from Declarant. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

(c) Calculation of Service Area Assessments. The total amount of estimated Service Area Expenses for each Service Area shall be allocated equally among all Units within the Service Area which are subject to assessment and assessed as a Service Area Assessment; provided, if so specified in the applicable Supplemental Declaration or if so directed by a petition signed by at least 67% of the Owners of Units in the Service Area, any portion of the Service Area Assessment intended for exterior maintenance, insurance or replacement reserves relating to structures on the Common Elements located in the Service Area or Units shall be levied on the benefited Unit or Units in proportion to the benefit received, as the Board may reasonably determine. In addition, the Board shall have the power to levy Special Assessments or Specific Assessments against a Unit, or Units, located in a Service Area.

All amounts collected by the Association as Service Area Assessments shall be held and expended solely for the benefit of the Service Area for which they were collected and shall be accounted for separately from the Association's general funds.

(d) Notice of Budget and Assessment: Right to Disapprove. The Board shall send a copy of the final Common Expense budget, together with notice of the amount of the Base Assessment and any

Service Area Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget. The Common Expense budget shall automatically become effective unless disapproved at a meeting by vote of at least 75% of the Class "A" Owners in Good Standing. The Service Area Expense budget for each Service Area shall automatically become effective unless disapproved at a meeting by vote of 67% of the Owners in Good Standing of the Units within the Service Area, except that the right to disapprove shall apply only to those line items which are attributable to services or benefits requested by the Service Area and shall not apply to any item which the Governing Documents specifically require to be assessed as a Service Area Assessment.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the Common Expense budget, on petition of the Owners in Good Standing as provided for special meetings in Section 2.4 of the By-Laws, and in the case of any Service Area budget, on petition of Owners in Good Standing of at least 25% of the Units within the Service Area. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(e) Budget Revisions. The Board may revise the budget and adjust the assessments levied pursuant thereto from time to time during the year, subject to the same notice requirements and rights to disapprove the revised budget as set forth above.

8.2 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the Units within any Service Area if such Special Assessment is for Service Area Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

The Board shall send a notice of the reason and amount of the Special Assessment or Service Area Special Assessment least 30 days prior to the payment due date for the Special Assessment or Service Area Special Assessment. The Special Assessment shall automatically become effective unless rejected at a meeting by vote of at least 75% of the Class "A" Owners in Good Standing. The Service Area Special Assessment for applicable Service Area(s) shall automatically become effective unless disapproved at a meeting by vote of at least 75% of the Owners in Good Standing representing the Units within the Service Area.

There shall be no obligation to call a meeting for the purpose of considering any Special Assessment or Service Area Special Assessment, except upon the Board's receipt of a petition of the Class "A" Owners in Good Standing as provided for special meetings in Section 2.4 of the By-Laws, and in the case of any Service Area budget, on petition of Owners in Good Standing of at least 25% of the Units within the Service Area. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

8.3 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Unit or Units as follows:

(a) to cover the cost, including overhead and administrative costs, of providing services to Units upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.10). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, however, that except in cases of emergency as reasonably determined by the Board, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b); and

(c) to cover costs incurred or expected to be incurred by the Association to set up, clean up, provide additional security, utilities or other services in connection with any festival or other special events sponsored by the Owners or tenants of any Unit or group of Units, upon the Board's determination, in the exercise of its business judgment, that such services are necessary and are appropriate.

(d) To cover cost in excess of budgeted amount(s) when due to unforeseen circumstances, such as an extreme winter where snow removal costs exceeds the budget.

(e) Except as may be provided in the Declaration, or as may be included in the Common Expense budget or a Service Area budget:

(i) Any Common Expense or Service Area Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Units to which the Limited Common Element was assigned at the time the expense was incurred.

(ii) Any Common Expense or Service Area Expense benefiting fewer than all of the Units, or all of the Units in a Service Area, shall be assessed exclusively against the Units benefited.

(iii) The costs of insurance shall be assessed in proportion to risk, and the costs of utilities, if any, that are separately metered to each Unit shall be assessed in proportion to usage.

(iv) If a Common Expense or Service Area Expense is caused by, or incurred due to, the negligence or misconduct of an Owner, or a resident living in the Owner's Unit, or the Owner's agent, servant, employee or contractor, then the Board may assess the Common Expense or Service Area Expense exclusively against the Owner's Unit.

The Association may also levy a Specific Assessment against the Units within any Service Area to reimburse the Association for costs incurred in bringing the Service Area into compliance with the provisions of the Governing Documents; provided, however, that except in cases of emergency as reasonably determined by the Board, the Board shall give prior written notice to the Owners of Units in, or the Owners representing, the Service Area and an opportunity for such Owners to be heard before levying any such assessment.

8.4 Obligation for Assessments.

(a) **Personal Obligation.** Each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of Park Place, is deemed to covenant and agree to pay the Association all assessments, fees, charges, late charges, fines and interest authorized in the Governing Documents or by applicable law. All assessments, together with fees, charges, fines, interest (computed from its due date at a rate of 15% per annum or such higher rate as the Board may establish, subject to the limitations of Pennsylvania law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall also be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the purchaser of the Unit shall not be liable to the Association to pay any unpaid assessments, fees, charges, costs, late charges, fines, interest and attorneys' fees greater than the amounts of the unpaid assessments, fees, charges, costs, late charges, fines, interest set and attorneys' fees forth in a resale certificate issued by the Association in accordance Section 5407 of the Uniform Planned Community Act.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Service Area Assessments on the same basis as during the last year for which an assessment was made, if any, until a new budget becomes effective and a new assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

No Owner may exempt himself from liability for assessments, fees, charges, costs, late charges, fines, interest or attorneys' fees by non-use of Common Elements, abandonment of his Unit, or any other means. The obligation to pay assessments, fees, charges, costs, late charges, fines, interest and attorneys' fees is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment, fee, charge, cost, late charge, fine, interest or attorneys' fee a certificate in writing signed by an Association officer setting forth whether such assessment, fee, charge, cost, late charge, fine, interest or attorneys' fee has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Notwithstanding the foregoing, and subject to the limitations established in Section 3.4(i) above, an Owner of a Residential Unit which is used for rental apartments may equitably allocate among the Residential Tenants therein the obligation to reimburse the Owner for any assessments, fees, charges, costs, late charges, fines, interest or attorneys' fees due to the Association for such Residential Unit; provided, however, that the Owner thereof shall remain bound by the covenant and agreement to pay the Association all assessments, fees, charges, costs, late charges, fines, interest and attorneys' fees authorized in the Governing Documents, and such Owner's Residential Unit shall continue to be subject to lien as provided in Section 8.5.

8.5 Lien for Assessments.

The Association shall have a lien against each Unit to secure payment of delinquent assessments, as well as interest, late charges, fees, fines and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, or foreclosure.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, conditioned upon the Association's receipt of payment in accordance with Section 5315(b)(2)(i), and if applicable Section 5315(b)(2)(ii), of the Act, the sale or transfer of a Unit pursuant to a judicial sale in an action to foreclosure the lien of a first Mortgage shall extinguish the Association's lien as to any installments of assessments due prior to the date of the judicial sale of the Unit. The subsequent Owner of the foreclosed Unit shall not be personally liable for assessments which became due for such Unit due prior to date of the Owner's acquisition of title, except that the unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.6, including such acquirer, its successors and assigns.

8.6 Authority to Assess; Time of Payment

Owners. Except as otherwise provided herein, the obligation to pay assessments as provided for in this Article shall commence as to each Unit on the fifteenth (15) day of the first month of each quarter following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

The Owner who is selling a Unit shall pay, at the time of closing, all Assessments (Base, Special, Specific or otherwise), as well as fees, charges, fines, interest, late charges, costs and attorneys' fees, if any, due for the quarter up to the date when the closing is held and promptly transmit such monies to the Association. The Owner who purchases the Unit shall pay, from the date of the closing, the balance of all Assessments (Base, Special, Specific or otherwise), as well as fees, charges, fines, interest, late charges, costs and attorneys' fees, if any, which may become due for the balance of the quarter, and for each quarter thereafter until title to the Unit is transferred to a new Owner.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and

any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year, or such other monthly, quarterly or semi-annual installments as may be determined by the Board. If any Assessment (Base, Special, Specific or otherwise) is payable in installments, and one or more of the installments are not paid by the Owner when due, then the entire outstanding balance of the Assessment due from the Owner shall immediately become due and payable, and shall be effective as a lien against the Owner's Unit from the due date of the delinquent installment. The Board may require the Owner to pay the entire outstanding balance of the Assessment immediately. The Association may pursue any remedy available to it under the Governing Documents or applicable law to collect the Assessment, including foreclosure of its lien.

Builders. Lots owned by Builders shall be subject to a one-time assessment equal to Two Hundred and 00/100 Dollars (\$200.00) per Unit applicable to such Lot. This one-time assessment shall be due and payable at the time that a Lot is purchased by any Builder. In addition, each Builder shall pay the full assessments due for any Unit owned by the Builder upon which a structure has been constructed and for which a certificate of occupancy has been issued.

8.7 Exempt Property.

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

- (a) All Common Elements and such other portions of the property owned by Declarant as are included in the Area of Common Responsibility;
- (b) Any property dedicated to and accepted by any governmental authority or public utility;
- (c) Any Property, including Additional Property, which is (i) owned or controlled by the Declarant or a Declarant Affiliate, and (ii) upon which no Improvements have been constructed. "Improvements" as used in this Declaration shall refer to the commencement of construction of a structure for residential or nonresidential purposes which construction shall be deemed to begin at the time of pouring of the foundation therefor, but which shall not include the construction of infrastructure improvements necessary to service one or more of the lots within Park Place, including without limitation, the installation of roads, alleys and utility lines.

8.8 Capitalization of Association.

Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-fourth (1/4) of the annual Base Assessment per Residential Unit for that year or in such other amount as the Board may specify which may be a flat rate from year to year approximating one-fourth (1/4) of the annual Base Assessment per Residential Unit levied during the first year in which the Association adopts a budget. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

8.9 Capital Improvement Fees.

(a) Authority. The Board shall have the authority, on behalf of the Association, to establish and collect a capital improvement fee from a Purchaser (other than a Builder) upon each transfer of title to a Unit in Park Place, which fee shall be payable at the closing of the transfer and shall be secured by the Association's lien for assessments under Section 8.5. This fee shall be set annually as a part of the Annual Budget process.

(b) Fee Limit. The Board shall have the sole discretion to determine the amount and method of determining any such capital improvement fee, provided that the fee shall not exceed one-half of the annual Base Assessment for such Unit.

(c) Purpose. All capital improvement fees which the Association collects shall be deposited into a segregated account to be used for new capital improvements or replacement of existing Common Elements and shall not be expended for operation, maintenance or other purposes.

(d) Exempt Transfers. Notwithstanding the above, no capital improvement fee shall be levied upon transfer of title to a Unit:

(i) by or to Declarant or an Initial Owner;

(ii) by a Builder who held title solely for purposes of development and resale;

(iii) by the co-owner of a Unit to any Person who was also a co-owner of such Unit immediately prior to such transfer;

(iv) to an Owner's spouse, parent, child, sibling, grandparent or grandchild, or the Owner's estate, surviving spouse or child upon the death of the Owner;

(v) to an entity wholly owned by the grantor; provided, upon any subsequent transfer of an ownership interest in such entity, the transfer fee shall become due; or

(vi) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

8.10 Contribution Fund.

(a) Declarant hereby establishes and shall, during the period of Declarant control, administer a Contribution Fund (the "Contribution Fund") for Park Place, which shall be used for the development of the clubhouse facility within Park Place, and to promote the development thereof. Declarant shall have complete control and discretion with respect to all aspects of establishing, maintaining, administering and funding the Contribution Fund. The costs of administering the Contribution Fund shall be charged to the Contribution Fund. Upon termination of the Declarant Control Period control of the Contribution Fund shall be transferred to the Park Place Cranberry Association, Inc. Board.

(b) Each Builder shall make a one-time contribution to the Contribution Fund in the amount of \$2,253 per Unit, which payment shall be made at the time of closing in the purchase of such Unit. Nothing contained in this Section 8.10 shall be deemed to obligate Declarant to make any contributions to the Contribution Fund.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the Declarant, as the developer of Park Place, in order to facilitate the smooth and orderly development of the neighborhood and to accommodate changes in the master plan for such development which inevitably will occur as the neighborhood grows and matures.

Article IX Expansion of the Neighborhood

9.1 Expansion by Declarant.

Declarant may from time to time expand Park Place to include all or any portion of the Additional Property described on Exhibit "B" by Recording a Supplemental Declaration describing the Additional Property and stating the intent to subject it to the provisions of this Declaration. The property described in Exhibit "B" shall be deemed to be "Additional real estate" as defined in the Act. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such Additional Property, if other than Declarant. A Supplemental Declaration may add Residential Units, and may assign Units to an existing Service Area or establish a new Service Area pursuant to Section 7.3. A copy of all Supplemental Declarations shall be provided to the Park Place Cranberry Association, Inc. within 7 days of being recorded.

Declarant's right to expand Park Place pursuant to this Section shall expire when all of the property described in Exhibit "B" has been subjected to this Declaration or on February 5, 2019, whichever is earlier. Until then, Declarant may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibits "A" or "B". Any such transfer shall be memorialized in a written, Recorded instrument executed by Declarant a copy of which shall be provided to the Park Place Cranberry Association, Inc. within 7 days of being recorded.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject Additional Property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

9.2 Expansion by the Association.

The Association may also expand Park Place to include additional property by Recording a Supplemental Declaration describing the additional property and the intent to subject it to the provisions of this Declaration. Any such Supplemental Declaration shall require the affirmative vote of more than 50% of the Class "A" Owners in Good Standing at a meeting duly called for such purpose and the consent of the owner of the additional property. In addition, so long as Declarant or a Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's consent shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the additional property, and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements.

Declarant may subject any portion of Additional Property added to Park Place by the Recording of a Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs

through Service Area Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject Additional Property in order to reflect the different character and intended use of such property. A copy of the Supplemental Declaration creating the exceptions or otherwise modifying the terms of this Declaration shall be provided to the Park Place Cranberry Association, Inc. within 7 days of being recorded.

9.4 Effect of Filing Supplemental Declaration.

A Supplemental Declaration shall be effective upon Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article X Special Declarant Rights

10.1 Withdrawal of Property.

So long as Declarant has a right to expand Park Place pursuant to Section 9.1, Declarant reserves the right to amend this Declaration for the purpose of withdrawing from the coverage of this Declaration any portion of Park Place which has not yet been improved with structures, and all such property shall be deemed to be "withdrawable real estate" as defined in the Act. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Elements, the Association shall consent to such withdrawal. Notwithstanding the foregoing, any withdrawal of property under the terms of this provision shall not conflict with the Township Approvals.

10.2 Right to Approve Changes in Park Place Standards.

So long as Declarant or a Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, no amendment to or modification of the Architectural Guidelines shall be effective without prior notice to and the written approval of Declarant.

10.3 Development and Sales Activities.

Until Declarant ceases to be the owner of any portion of the real property described in Exhibits "A" or "B", or ten (10) years from the date the initial Declaration was recorded (February 5, 2009), whichever is earlier:

(a) Declarant and Builders authorized by Declarant may construct and maintain upon portions of the Common Elements such facilities and activities as Declarant, in its sole opinion, may deem to be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

(b) Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Elements for the purpose of making, constructing, and installing such improvements to the Common Elements as it deems appropriate in its sole discretion.

10.4 Control of and Changes in Development Plan.

(a) Every Person that acquires any interest in Park Place acknowledges that Park Place is a master planned community, the development of which is likely to extend over many years, and that changes in the master plan will likely occur as the development of Park Place proceeds. Each such Person therefore agrees not to protest, challenge or otherwise object to changes made or proposed by Declarant in the development plan or in the uses or density of property beyond the boundaries of that shown on the Recorded subdivision plat applicable to the Unit in which such Person holds an interest.

(b) No Person shall Record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of Park Place without Declarant's review and written consent. Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed and Recorded by Declarant.

(c) The rights and limitations set forth in this Section 10.4 shall continue in effect until Declarant ceases to be the owner of any portion of the real property described in Exhibits "A" or "B", or ten (10) years from the date the initial Declaration was Recorded (February 5, 2009), whichever is earlier.

10.5 Exclusive Rights To Use Name of Development.

Declarant, for itself, its successors, and assigns, hereby reserves sole and exclusive rights in and to the name Park Place, and no Person shall use the name Park Place or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name Park Place in printed or promotional matter where such term is used solely to specify that particular property is located within Park Place, and the Association shall be entitled to use the words "Park Place" in its name and any Board authorized Association application or entity, such as a website.

10.6 Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed and Recorded by Declarant. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety; and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.7 Right to Notice of Design or Construction Claims.

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Park Place in connection with or in anticipation of any potential or pending claim, demand or litigation involving such design or construction unless Declarant and any Builder involved in the design or construction have been first notified in writing and given an opportunity

to meet with the owner of the property to discuss the owner's concerns and conduct their own inspection pursuant to the rights reserved in Section 11.7. The foregoing shall not apply to the Association. The Board shall have the right and power, at any time, and from time-to-time, to have architects, engineers and/or surveyors inspect the Area of Common Responsibility and provide it with such reports and guidance as the Board may deem necessary.

10.8 Additional Special Declarant Rights.

Anything in this Declaration or in the Bylaws to the contrary notwithstanding, Declarant specifically reserves all additional rights which may be reserved by the Declarant as set forth in the Act, including without limitation, the right to complete any and all improvements identified on the Plans, to add Additional Property as Declarant determines, to convert Units and/or Common Area and/or Limited Common Elements, to maintain offices, signs and models on any property within Park Place owned by the Declarant or the Association during the period of Declarant Control, to use easements in the development of the community. The term "improvements" contemplated in this Declaration shall include but is not limited to the "Improvements" as defined in Section 8.7(c) above, as the same shall include all infrastructure improvements necessary to service one or more residential or nonresidential units.

10.9 Declarant Access and use to Clubhouse and Pool.

The Declarant's (Don Rodgers) spouse, Monika Rodgers, shall have access and use of the clubhouse and pool but shall not have the right to bring other family members or guests and shall not have the right to rent the facilities. This right is not transferrable and shall expire if Monika Rodgers is no longer married to Don Rodgers.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a traditional neighborhood development, with various areas intended for shared use and the proximity of various land uses to one another, requires the creation of special property rights and provisions to address the relationships between various parcels of property and the rights and responsibilities of Owners and the Association.

Article XI Easements

11.1 Easements in Common Elements.

Declarant grants to each Owner a nonexclusive right, license and easement of use, access, and enjoyment in and to the Common Elements, subject to:

- (a) the Governing Documents and any other applicable covenants;
- (b) any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the Board's right to:
 - (i) adopt, amend, modify, revise or withdraw rules regulating use and enjoyment of the Common Elements and the Area of Common Responsibility, including rules limiting the number of guests who may use the Common Elements.

(ii) suspend the right of an Owner to use recreational facilities within the Common Elements for any period during which any charge against such Owner's Unit remains delinquent, and for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents after notice and a hearing pursuant to the By-Laws;

(iii) dedicate or transfer all or any part of the Common Elements, subject to such approval requirements as may be set forth in this Declaration;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Elements;

(v) permit use of any recreational facilities situated on the Common Elements by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board, and designate other areas and facilities within the Area of Common Responsibility as open for the use and enjoyment of the public; and

(vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

11.2 Easements for Public Access.

(a) Declarant hereby grants a perpetual and nonexclusive right and easement for public access, ingress, egress and regress in, on, over and about all alleys and lanes located on the Property, for public purposes including, without limitation, emergency service vehicles, mail delivery, and municipal solid waste removal.

(b) Declarant hereby grants a perpetual and nonexclusive right and easement for public access to, use and enjoyment of, in, on, over and about all urban parks located on the Property, subject to the Board's right to adopt rules regulating use and enjoyment of the urban parks. For purposes of this Declaration, "urban parks" shall mean those passive common open spaces as required by and as more fully set forth in the Cranberry Township Zoning Ordinance.

(c) It is anticipated that certain building tenant signs and awning signs in the commercial district will encroach upon the right-of-way of Cranberry Township. The Association indemnifies and agrees to defend and hold Cranberry Township and its officers, employees and agents harmless from and against any and all claims, liabilities, losses, damages, costs, causes of action and lawsuits (including attorney's fees and costs of litigation) of any kind or nature whatsoever arising out of or related to the encroachment of such signs into Cranberry

Township's right-of-way, including but not limited to claims of third parties for bodily injury, death or property damage.

11.3 Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, so long as Declarant or a Declarant Affiliate owns any property described in Exhibit "A" or "B" of this Declaration, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout Park Place (but not through a structure) to the extent reasonably necessary for the purpose of:

(i) installing utilities and infrastructure to serve Park Place, including, but not limited to, electric, gas, telephone, water, sewer, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, storm water drainage systems, irrigation systems, sanitary sewer systems, street lights and signage;

(ii) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in Section 11.3(a)(i); and

(iii) access to read utility meters.

(b) Right to Grant Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described in Exhibits "A" and "B". The Owner of any property to be burdened by any easement granted pursuant to this Subsection (b) shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in Subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall, at his, her or its sole cost and expense, promptly restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) Location of Utilities. The specific locations of any common utilities to be located on the Property or the Additional Property (and therefore, any easements for the use of the same) shall be determined by Declarant, in its sole discretion, provided, however that no common utility facilities will be located in or under any building area unless consented to by the applicable utility company and affected Owner. Notwithstanding the foregoing, Declarant shall locate common utilities in compliance with Township Approvals.

(e) Easement for Public Utility Connection. Declarant hereby grants, creates and declares for itself and for each Owner a perpetual, non-exclusive right and easement, for the benefit of the Property and all portions thereof, to connect to, tap into and use all common utility facilities that may be installed in, on, over, under, across or adjacent to the Property; provided, however, that (A) all connections and tap-ins shall be done at the sole cost and expense of the Owner making the connection or the tap-in and shall be done in accordance with the requirements of the applicable utility provider, (B) the locations of all connections and tap-ins to such common utility facilities are approved, in advance, by Declarant or the ARC and any applicable governmental authority, (C) the Owner making the connections shall

promptly repair, at the Owner's sole cost and expense, all damage which may be caused by virtue thereof and shall restore the affected portions of the Property to the condition that existed prior to such connection or tap-in, and (D) the Owner making the connection shall not interfere with the construction, installation or use of such common utilities and shall provide assurances satisfactory to Declarant in Declarant's sole but reasonable discretion that such connections will be completed in accordance with ARC requirements and in a good and workmanlike manner and in accordance with all applicable laws. Notwithstanding the foregoing, all such common utility connections shall be performed in compliance with Township Approvals.

11.4 Easements to Serve Additional Property.

Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, a perpetual, nonexclusive easement over the Common Elements for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B", whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Elements for construction of roads and for connecting and installing any and all utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for the prompt repair, at the Declarant's sole cost and expenses, of any damage caused to the Common Elements as a result of their respective actions in connection with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to equitably allocate the cost of any maintenance which the Association provides to or along any roadway providing access to such Property.

11.5 Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over Park Place as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.6 Easements for Lake and Pond Maintenance and Flood Water.

Declarant reserves for itself, the Association and their successors, assigns, and designees, the nonexclusive right and easement over the Units and the Common Elements, but not the obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, improve, maintain, and repair structures and equipment used for retaining or draining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of Park Place abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association and their successors assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Elements and Units (but not the dwellings thereon) adjacent to or within 50 feet of bodies of water and wetlands within Park Place, in order to (a) temporarily flood and back water upon and maintain water over such portions of Park Place, (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall, Acts of God or other natural occurrences.

11.7 Easement to Inspect and Right to Correct.

Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement or condition which may exist on any portion of the property within Park Place, including Units, and a perpetual, nonexclusive easement of access throughout Park Place to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into a Unit shall be permitted without the consent of the Owner. The person exercising this easement shall promptly repair, at such person's sole cost and expense, any damage resulting from such exercise.

11.8 Easement for Snow Storage Areas.

Declarant grants to Cranberry Township, and its employees, agents and contractors, a perpetual, nonexclusive easement and right-of-way for access to all snow storage areas as may be designated on the Master Plan from time to time for the temporary storage of snow resulting from snow removal activities.

11.9 Yard Easements.

In order to efficiently use certain narrow units, certain of the units included within Park Place shall be constructed with one wall of the house forming a privacy wall. As further regulated by the Pattern Book, privacy walls may be solid or may have obscuring glass, such as glass block, or may have windows that are placed above eye level. Any modification to the privacy wall must comply with the Pattern Book. Where houses are constructed in such a manner, it is intended that the yard adjacent to the privacy wall be available to the adjoining lot owner as an extension of that yard. Subject to the regulation under the Pattern Book, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place decks or patios and other fixtures (but not a primary structure) upon the easement area. The owner of the privacy wall may enter during reasonable times to maintain the privacy wall but shall not otherwise use the portion of the yard that is subject to the easement. The Architectural Review Committee shall determine the boundaries of the privacy easement.

Article XII Limited Common Elements and Neighborhood Amenities

12.1 Limited Common Elements.

The Limited Common Elements will consist of: 1) those fixtures and improvements described in Section 5202(2) and (3) of the Act; 2) those portions, if any, of decks, balconies, patios, driveways and walkways serving a Unit which are located in part or in whole on the Common Elements or Area of Common Responsibility and those parts or portions, if any, of the Common Elements or Area of Common

Responsibility which, because of their location, size or use, may only be used and enjoyed by one or a few Units, and not by all of the Units.

12.2 Easement for Limited Common Elements.

In the event that any Limited Common Element should be determined by survey or Order of a Court of competent jurisdiction to encroach upon any other Unit, the Common Elements or the Area of Common Responsibility, then a valid easement for the encroachment will be deemed to exist. The existence of an easement in the manner aforesaid does not relieve an Owner of any liability they may bear, if any, to the Association, or any other Owner or Owners, in the event of an Owner's willful misconduct in the use of the easement.

12.3 Limited Common Element Maintenance, Repair and Replacement.

The Owner of a Unit which has or benefits from the use of a Limited Common Element shall bear the duty to maintain, repair, replace and insure the Limited Common Element at the Owner's sole cost and expense. If the Owner fails to maintain, repair, replace or insure the Limited Common Element appurtenant to his or her Unit, then the Association may maintain, repair, replace or insure the Limited Common Element, and all costs, fees and expenses incurred by the Association may be levied back as a Special or Specific Assessment against the Owner's Unit.

12.4 Neighborhood Amenities.

Certain portions of the Common Elements may be improved with Neighborhood Amenities which may include by way of illustration and not limitation, entry features, recreational facilities, landscaped medians, turnabouts and closes, lakes and other portions of the Common Elements within a particular Service Area or Service Areas. All costs associated with maintenance, repair, replacement, and insurance of a Neighborhood Amenity shall be allocated among all of the Owners.

12.5 Designation.

The Neighborhood Amenities shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Neighborhood Amenities.

12.6 Amenity Maintenance, Repair and Replacement.

The Association will maintain, repair, replace and insure the Neighborhood Amenities. All costs, fees and expenses incurred by the Association to maintain, repair, replace and insure the Neighborhood Amenities will be Common Expenses, except that Common Expenses incurred by the Association maintain, repair, replace and insure the Neighborhood Amenities may, as determined in the sole discretion of the Board, be levied back as a Specific Assessment against a Unit or Units in accordance with Section 8.3 above, including, but not limited to, Section 8.3(e).

Article XIII Party Walls and Other Shared Structures

13.1 General Rules of Law to Apply.

Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the

extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIII.

13.2 Maintenance; Damage and Destruction.

The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The success of Park Place as a neighborhood in which neighbors care about one another and work together for the good of the entire community requires good faith efforts to resolve disputes amicably, acknowledgement of Park Place's role in and relationship to the larger community, and protection of the rights of others who have an interest in the community.

Article XIV Alternative Dispute Resolution and Limitation on Litigation

14.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Park Place without the emotional and financial costs of litigation. Accordingly, and except as noted below, each Bound Party agrees not to file suit in any court, nor to file any administrative complaint or procedure, with respect to a Dispute described in Subsection (b), unless and until it has first submitted such Dispute to the alternative dispute resolution procedures set forth in this Article XIII, the applicable provisions of the By-laws and any Alternative Dispute Resolution Rules which may be adopted by the Board.

(b) As used in this Article, the term "Dispute" shall refer to any claim, grievance or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;
- (ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements within Park Place, other than matters under Article IV, which shall not be subject to review;

Except that the following shall not be considered "Disputes" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 14.2:

(i) any suit by the Association to collect unpaid Assessments, fees, charges, late charges, costs, fines or interest authorized in the Governing Documents or applicable law, or other amounts or sums due from any Owner;

(ii) any suit by the Association to foreclose its lien against a Unit for unpaid Assessments, fees, charges, late charges, costs, fines or interest authorized in the Governing Documents or applicable law;

(iii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Declaration (relating to creation and maintenance of community standards);

(iv) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Dispute which would constitute a cause of action independent of the Governing Documents;

(v) any suit in which any indispensable party is not a Bound Party; and

(vi) any suit as to which any applicable statute of limitations would expire within 180 days of submitting the Request required by Section 14.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Dispute for such period as may reasonably be necessary to comply with this Article.

14.2 Dispute Resolution Procedures.

(a) Request for Dispute Resolution Procedures. The Bound party asserting the existence of a Dispute (the "Claimant") against another Bound Party (the "Respondent") shall issue a written request to the Board and each Respondent for the parties to agree to participate in dispute resolution procedures by submitting the Dispute to arbitration or mediation and stating plainly and concisely:

(i) the nature of the Dispute, including the Persons involved and the Respondent's alleged role in the Dispute;

(ii) the legal basis of the Dispute, i.e., the specific authority (Declaration, By-Laws, Rules and Regulations, Pattern Book) out of which the Dispute arises;

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Board Review. The Board shall review the Claimant's written request for the parties to agree to arbitrate or mediate the Dispute. If the Board determines that the Dispute should be submitted to arbitration or mediation, then it shall appoint a Dispute Resolution Committee (the "DRC") and the parties will arbitrate or mediate the Dispute in accordance with the applicable provision of this Article XIII, the By-laws and any Alternative Dispute Resolution Rules which may be adopted by the Board.

(c) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Dispute by good faith negotiation. The DRC may meet with the Claimant and Respondent in an effort to facilitate their negotiations to resolve the Dispute.

(d) Mediation. If the parties have not resolved the Dispute through negotiation within 30 days of the date of the request described in Section 14.2(a) (or within such other period as the parties may agree upon in writing), the parties shall have 30 additional days to resolve the Dispute through mediation by the DRC. Any mediation shall be conducted by the DRC in accordance with the relevant provisions of this Article XIII, the By-laws and any Alternative Dispute Resolution Rules which may be adopted by the Board.

(i) If the Parties do not resolve the Dispute within 60 days of the date of the request described in Section 14.2(a) (or within such other period as the parties may agree upon in writing), the DRC shall issue a notice of termination of the mediation proceedings.

(e) Arbitration. If the parties have not resolved the Dispute through mediation within 60 days of the date of the request described in Section 14.2(a) (or within such other period as the parties may agree upon in writing), the parties shall have 30 additional days to resolve the Dispute through arbitration before the DRC. The arbitration shall be conducted by the DRC in accordance with the relevant provisions of this Article XIII, the By-laws and any Alternative Dispute Resolution Rules which may be adopted by the Board.

(i) If the Parties do not resolve the Dispute within 90 days of the date of the request described in Section 14.2(a) (or within such other period as the parties may agree upon in writing), the DRC shall issue a notice of termination of the arbitration proceedings and of the completion of the alternative dispute resolution procedures.

(f) Time Limit. Except as may be agreed upon by the parties in writing, all negotiation, mediation and arbitration procedures must be completed, and the DRC must render its decision in writing, within 100 days of the date of the notice described in Section 13.4(a).

(g) Termination of Alternative Dispute Resolution Proceedings. If the DRC determines that the Claimant or Respondent is not participating in good faith in the alternative dispute resolution procedures, or if the Claimant or Respondent fails to appear or to participate in good faith in any mediation or arbitration proceedings, then upon written notice to the Board and the parties the DRC may terminate the alternative dispute resolution procedures and the parties shall thereafter be entitled to pursue such legal or administrative remedies as may be available to them to resolve the Dispute.

(h) Costs, Fees and Expenses of Alternative Dispute Resolution Proceedings. All costs, fees and expenses incurred by the DRC with respect to the alternative dispute resolution procedures shall be borne equally by the parties to the alternative dispute resolution procedures, except that each party shall bear its own attorneys' fees.

(i) Resolution. Any agreement to resolve or settle a Dispute achieved through the alternative dispute resolution procedures must be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the alternative dispute resolution procedures set forth in the Governing Documents. In such event, the party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-prevailing party (or if more than one non-prevailing party, from all such non-prevailing parties in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

14.3 Initiation of Litigation by Association.

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding, other than a procedure seeking equitable relief, unless first approved by a vote of a majority of the Owners in Good Standing at a meeting of the Owners at which a quorum is present except that no such approval shall be required for actions or proceedings:

- (a) initiated during the Class "C" Control Period;
- (b) initiated during the period of time when the control of the Associations transfers from the Declarant to the Owners in accordance with applicable laws;
- (c) initiated to enforce the provisions of this Declaration, including collection of unpaid Assessments, fees, charges, late charges, costs, fines or interest assessments, or the foreclosure of liens for unpaid Assessments, fees, charges, late charges, costs, fines or interest;
- (d) initiated to challenge ad valorem taxation or condemnation proceedings;
- (e) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (f) to defend claims asserted or filed against the Association or to assert counterclaims in proceedings instituted against it.

Article XV Mortgage Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in Park Place. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1 Notices of Action.

An institutional holder, insurer or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of Park Place or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or Occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

15.2 Other Provisions for First Lien Holders.

To the extent not inconsistent with Pennsylvania law:

(a) Any restoration or repair of Park Place after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the Act, and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which more than 50% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

15.3 Amendments to Documents.

The following provisions do not apply to amendments to the Governing Documents or termination of the Association as a result of destruction, damage, or condemnation pursuant to Section 14.3(a) or (b), or to the addition of land in accordance with Article IX.

(a) The votes or consents, or any combination of votes and consents, of eighty (80%) percent of the Class "A" Owners in Good Standing, and of the Class "C" Member, so long as it or a Declarant Affiliate owns any Unit subject to this Declaration shall be required to terminate the Association.

(b) The consent of Owners in Good Standing representing at least 67% of the Class "A" votes, respectively, and of the Class "C" Member, so long as it or a Declarant Affiliate owns any Unit subject to this Declaration, shall be required to amend in any material respect any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add any material provisions thereto which establish provide for, govern, or regulate any of the following:

- (i) reserves for maintenance, repair, and replacement of the Common Elements;
- (ii) insurance or fidelity bonds;

(iii) rights to use the Common Elements;

(iv) expansion or contraction of Park Place or the addition, annexation, or withdrawal of properties to or from the Association;

(v) reallocation of a Limited Common Element, boundaries of any Unit, the subdivision or conversion of a Unit or termination, except for amendments adopted pursuant to Sections 5209(b), 5214(a), 5215 or 5220(b) of the Act;

(vi) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Unit;

(vii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

(c) The consent of the majority of the Class "B" Owners shall be required to make any changes to Article IX entitled "Clubhouse and Pool Recreations Facilities" in the Amended By-Laws of Park Place Cranberry Association, Inc.

15.4 No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

15.5 Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

15.6 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond or to consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

15.7 Construction of Article XV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the By-Laws, or Pennsylvania law for any of the acts set out in this Article.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Park Place are dynamic and constantly evolving as circumstances, technology, needs and desires, and laws change, as the residents' age and change over time, and as the

surrounding community changes. Park Place and its Governing Documents must be able to adapt to these changes while protecting the things that make Park Place unique.

Article XVI Changes in Ownership of Units

Any owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The owner shall obtain a resale certificate and provide the same to the purchaser or transferee. The owner shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date of transfer of title.

Article XVII Changes in Common Elements

17.1 Condemnation.

If any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Owners in Good Standings representing at least 67% of the total Class "A" votes in the Association and of Declarant, as long as Declarant or any Declarant Affiliate owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Elements on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Elements to the extent available, unless within 60 days after such taking Declarant, so long as Declarant or a Declarant Affiliate owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and Owners in Good Standings representing at least 75% of the total Class "A" votes shall otherwise agree, provided however, that any decision or vote not to restore or replace improvements shall not conflict with the Township Approvals. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.4(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Elements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

17.2 Partition.

Except as permitted in this Declaration, the Common Elements shall remain undivided, and no Person shall bring any action for the partition of any portion of the Common Elements without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

17.3 Transfer or Dedication of Common Elements.

The Declarant during any period of Declarant control and the Association following such period may dedicate portions of the Common Elements to Butler County, Pennsylvania, Cranberry Township or to any other local, state, or federal governmental or quasi-governmental entity or to any organization which is tax-exempt under the provisions of Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code, provided that any transfer or dedication of any portion of the Common Area Elements shall not be in conflict with the Township Approvals.

17.4 Actions Requiring Owner Approval.

If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veteran Affairs insures or guarantees the Mortgage on any Unit, then the following actions shall require the prior approval of Owners in Good Standings representing not less than two-thirds (2/3) of the total Class "A" votes in the Association, merger, consolidation or dissolution of the Association; annexation of additional property other than that described in Exhibit "B"; and dedication, conveyance or mortgaging of Common Elements. The Declarant, during any period of Declarant control, and the Association following such period and acting through the Board, may grant easements over the Common Elements for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Elements, without the approval of the membership.

Article XVIII Amendment of Declaration

18.1 By Declarant.

The Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (d) to satisfy the requirements of any local, state or federal governmental agency; provided, however, that any such amendment shall not conflict with the Township Approvals or the Pattern Book, and that any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

18.2 By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended in accordance with Section 5219 of the Act by the affirmative vote or written consent, or any combination thereof, of sixty-seven (67%) percent of the Class "A" Owners in Good Standing, and the vote or written consent of 50% the Class "B" owner(s) for those amendments, if any, which affect the nonresidential units only, and the consent of Declarant, so long as Declarant or a Declarant Affiliate owns any Unit subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, provided that any such amendment shall not conflict with the Township Approvals or the Pattern Book. In addition, the approval requirements set forth in Article XIV shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

18.3 Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "C" Member without the written consent of the Declarant or the Class "C" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

18.4 Exhibits.

Exhibits "A" through "E" attached to this Declaration are incorporated by this reference, and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, the undersigned authorized officers of the Association and the Declarant has executed this Declaration the date and year first written above.

ASSOCIATION:
PARK PLACE CRANBERRY ASSOCIATION, INC.,
a Pennsylvania Nonprofit Corporation

By: 
Andrew Drake, Board Member & President

ATTEST

By: 
~~ARAX HOUSEPIANO~~ Board Member & Secretary

SIGNATURES CONTINUED ON NEXT PAGE

DECLARANT:
PARK PLACE MARKETING, LLC
a Pennsylvania Limited Partnership,

By: PARK PLACE DEVELOPMENT ASSOCIATES, LP,
a Pennsylvania Limited Partnership, its Sole Member

By: CRANBERRY PARK PLACE DEVELOPMENT, LLC,
a Pennsylvania Limited Liability Company, its General
Partner

By: THE RODGERS TRUST, an Irrevocable Trust, Member

By: _____
Donald B. Rodgers, Trustee

PARK PLACE DEVELOPMENT ASSOCIATES, LP,
A Pennsylvania Limited Partnership,

By: CRANBERRY PARK PLACE DEVELOPMENT, LLC,
a Pennsylvania Limited Liability Company, its General
Partner

By: THE RODGERS TRUST, an Irrevocable Trust, as its
Member

By: _____
Donald B. Rodgers
Title: Trustee



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds

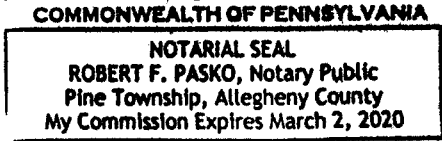
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny

On this, the 7th day of December 2018, before me, the undersigned Notary Public, personally appeared the above named **Andrew Drake**, known to me, who acknowledged that he did sign said instrument for and on behalf of Park Place at Cranberry Association, Inc.; and the same is his free act and deed and the free act and deed of said Park Place at Cranberry Association, Inc..

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

My Commission Expires:



[Signature]
Notary Public

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler

On this 7th day of December, 2018, before me, the undersigned Notary Public, personally appeared **Donald B. Rodgers**, who acknowledged himself to be the Trustee of The RODGERS TRUST, the Sole Member of Cranberry Park Place Development LLC as the General Partner for PARK PLACE DEVELOPMENT ASSOCIATES, LP a Pennsylvania limited partnership which is the sole member of PARK PLACE MARKETING, LLC, a Pennsylvania limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such company.

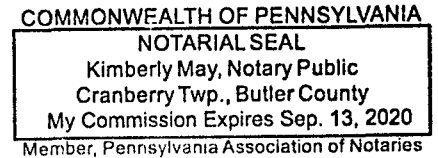
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: 9-13-20

[Signature]
Notary Public

ACKNOWLEDGEMENT

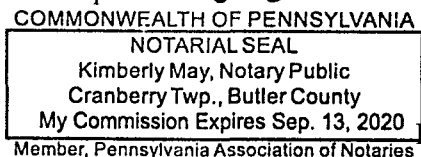
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Butler



On this 7th day of December 2018, before me, the undersigned Notary Public, personally appeared **Donald B. Rodgers**, as Trustee of THE RODGERS TRUST, a member of CRANBERRY PARK PALCE DEVELOPMENT, LLC, a Pennsylvania limited liability company, the General Partner of PARK PLACE DEVELOPMENT ASSOCIATES, LP, a Pennsylvania limited partnership, and acknowledged that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of such limited liability company and limited partnership.

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

My Commission Expires: 9-13-20



[Signature]
Notary Public

EXHIBIT "A"

Property Initially Submitted

The Park Place community shall consist of the real property described on the following seventeen (17) pages, identified as: (a) Park Place Phases M1, M2 & M3 and Phases 1-2 (as recorded at Instrument No. 200902050002054), (b) Metes and Bounds Description of the Park Place Development / Revised Phase 2 area located in Cranberry Township, Butler County, PA (as recorded at Instrument No. 201606160011783), (c) Metes and Bounds Description of the Phase 3 Area of the Park Place Development located in Cranberry Township, Butler County, PA, (d) Metes and Bounds Description of the Phase 4 Area of the Park Place Development located in Cranberry Township, Butler County, PA, (e) Metes and Bounds Description of the Phase 5 Area of the Park Place Development located in Cranberry Township, Butler County, PA, and (f) Metes and Bounds Description of the Phase 6 Area of the Park Place development located in Cranberry Township, Butler County, PA..

Park Place Phases M1, M2 & M3 and Phases 1-2

Beginning at a point on the Northerly right of way line of Rochester Road , SR 3022, being of a variable width, and the common corner of lands of now or formerly Park Place Development Associates, LP and Lot No 1 of the Hannibal Industrial Park Plan of Lots as Recorded in Plan Book Volume 66 Page 11, within the Butler County Recorder of Deeds Office ; thence along the northerly right of way S 74°36'33" W 282.15' to a point; thence N 15°23'27" W 10.00'; thence S 74°36'33" W 200.00' to a point; thence S 15°23'27" E 30.00' to a point; thence S 74°36'33" W 187.87' to a point along the common line of lands of now or formerly Park Place Development Associates, LP and property owned now or formerly Miller Jr.; thence along said common property line N 14°55'44" W 290.47' to a point; thence S 74°36'33" W 77.43' to a point along the common line of lands of now or formerly Park Place Development Associates, LP and The Crossings Plan of Lots as Recorded in Plan Book Volume 120 Page 22, within the Butler County Recorder of Deeds Office; thence along said common property line N 00°55'17" W 2262.38' to a point; thence S 88°37'03" W 1209.79' to a point within Powell Road aka. Township Road T-301; thence along Powell Road by an arc of a circle deflecting to the right having a radius of 1206.48' and an arc length of 142.66' to a point; Thence by an arc of a circle deflecting to the right having a radius of 207.95' and an arc length of 55.06' to a point; by an arc of a circle deflecting to the right having a radius of 2250.61' and an arc length of 436.03' to a point; by an arc of a circle deflecting to the left having a radius of 295.39' and an arc length of 87.46' to a point; thence along a common property line between now or formerly Park Place Development Associates, LP. and now or formerly Roble, Jr. S 81°66'30" W 182.43' to a point being a common corner of lands of now or formerly Park Place Development Associates, LP. and now or formerly West Penn Power Co, N 01°08'30" W 307.80' to a point along the common property line of now or formerly Park Place Development Associates, LP and the Highland Village Plan of Lots Phase 1 as Recorded in Plan Book Volume 129 Page 25, within the Butler County Recorder of Deeds Office; thence along the common property line of now or formerly Park Place Development Associates, LP and the Highland Village Plan of Lots Phase 1 N 76°47'44" E 29.71' to a point within Powell Road; thence along Powell Road N 11°41'31" W 158.66' to a point; thence N 01°08'30" W 335.94' to a point; Thence N 01°27'26" W 274.65' to a point ; thence through Park Place TND- Plan by an arc of a circle deflecting to the right having a radius of 400.00' and an arc length of 125.85' to a point; thence S 3°52'26" E 154.77' to a point; thence N 86°07'34" E 10.12' to a point; thence S 10°41'20" E 252.16' to a point; thence S 53°36'40" E 135.78' to a point; thence S 70°50'00" E 165.94' to a point; thence S 43°12'29" E 247.67' to a point; thence S 22°41'32" E 21.81' to a point; thence N 67°18'28" E 143.24' to a point; thence S 23°47'20" E 90.35' to a point; thence N 66°12'40" E 52.00' to a point; thence S 23°47'20" E 7.00' to a point; thence N 66°12'40" E 117.67' to a point; thence S 23°47'20" E 163.00' to a point; thence S 66°12'40" W 8.67' to a point; thence S 23°47'20" E 172.60' to a point; thence by an arc of a circle deflecting to the right having a radius of 2510.00' and an arc length of 180.62' to a point; thence S 19°39'57" E 54.83' to a point; thence by an arc of a circle deflecting to the right having a radius of 110.00' and an arc length of 45.51' to a point; thence by an arc of a circle

deflecting to the left having a radius of 15.00' and an arc length of 21.76' to a point; thence S 79°04'00" E 36.89' to a point; thence by an arc of a circle deflecting to the left having a radius of 240.00' and an arc length of 43.42' to a point; thence S 89°26'00" E 41.18' to a point; thence N 73°02'59" E 52.00' to a point; thence by an arc of a circle deflecting to the right having a radius of 276.00' and an arc length of 16.27' to a point; thence S 89°26'00" E 53.05' to a point; thence by an arc of a circle deflecting to the left having a radius of 440.00' and an arc length of 34.81' to a point; thence by an arc of a circle deflecting to the left having a radius of 15.00' and an arc length of 24.44' to a point; thence N 82°39'41" E 20.00' to a point; thence by an arc of a circle deflecting to the left having a radius of 15.00' and an arc length of 24.44' to a point; thence by an arc of a circle deflecting to the left having a radius of 440.00' and an arc length of 100.43' to a point; thence N 66°12'40" E 5.59' to a point; thence N 23°47'20" W 7.32' to a point; thence N 66°12'40" E 56.00' to a point; thence S 23°47'20" E 27.32' to a point; thence N 66°12'40" E 22.22' to a point; thence by an arc of a circle deflecting to the right having a radius of 65.00' and an arc length of 16.63' to a point; thence N 80°52'25" E 114.39' to a point; thence by an arc of a circle deflecting to the left having a radius of 160.00' and an arc length of 39.69' to a point; thence N 66°39'41" E 52.25' to a point; thence by an arc of a circle deflecting to the right having a radius of 1724.00' and an arc length of 223.56' to a point; thence N 74°25'25" E 52.00' to a point; thence S 15°34'35" E 15.33' to a point; thence by an arc of a circle deflecting to the right having a radius of 278.00' and an arc length of 42.25' to a point; thence S 1°30'06" E 66.00' to a point; thence S 10°10'18" E 97.11' to a point; thence S 16°59'33" E 20.00' to a point; thence by an arc of a circle deflecting to the right having a radius of 90.00' and an arc length of 24.33' to a point; thence N 88°29'54" E 40.85' to a point; thence N 4°58'52" W 22.88' to a point along the common line of lands of now or formerly Park Place Development Associates, LP and property owned now or formerly Kaufman; thence along said common property line S 00°56'24" E 1314.08' to a point; thence N 89°03'36" E 21.35' to a point being the common corner of lands of now or formerly Park Place Development Associates, LP and Lot No 15 of the Hannibal Industrial Park Plan of Lots; thence along the common property line of now or formerly Park Place Development Associates, LP and Hannibal Industrial Park Plan S 00°56'24" E 200.00' to a point; thence N 89°03'36" E 180.65' to a point; thence S 00°56'24" E 803.64' to the point of beginning.

Containing: 61.95 acres more or less

April 21, 2016

**Metes and Bounds Description of the Park Place Development / Revised Phase 2
area located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for the Park Place Development / Revised Phase 2 area, as recorded in PBV 354 / PG 45-49, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the most northeasterly corner of Phase 2, said point also being at a common corner with Phase 1, and also on the westerly Right-of-Way line of Smiley Cookie Lane (56' wide), and also the common dividing line with Phase 1 of this Park Place Development;

Thence along the westerly Right-of-Way line of Smiley Cookie Lane (56' wide), South 20°44'20" East, a distance of 456.74 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 172.00 feet and an arc distance of 187.83 feet, also having a chord bearing of South 10°32'43" West, and a chord distance of 178.63 feet to a corner point;

Thence leaving the westerly Right-of-Way line of Smiley Cookie Lane and crossing the width of same, South 48°10'14" East, a distance of 54.00 feet to a point on the easterly Right-of-Way line of Smiley Cookie Lane;

Thence, continuing along the common dividing line of Phase 2 and Phase 1, S 48°10'14" E, a distance of 94.00 feet to a point;

Thence continuing by same, South 1°30'06" East, a distance of 143.25 feet to a corner point, at the dividing line with the adjoining development called Bellevue Park Plan - Phase 1, as recorded in PBV 305/PG 45-60;

Thence continuing along the aforementioned common dividing line of Phase 2 of this plan, and the adjoining Bellevue Park Plan - Phase 1, South 88°29'54" West, a distance of 796.89 feet to a point;

Thence continuing by same, South 0°56'24" East, a distance of 544.33 feet to a corner point, said point also being the most northeasterly corner of adjoining Phase M1, M2 & M3 of this same plan;

Thence, continuing along the adjoining Phase M1, M2, & M3 of this same plan, and ultimately also crossing Cross Creek Drive, North 85°10'23" West, a distance of 217.52 feet to a corner point, said point also being on the westerly Right-of-Way line of Cross Creek Drive (56' wide);

Thence continuing along the westerly Right-of-Way line of Cross Creek Drive (56' wide), by a curve to the right having a radius of 1,722.00 feet and an arc distance of 68.60 feet, also having a chord bearing of South 5°58'06" West, and a chord distance of 68.60 feet to a point of tangency;

Thence continuing by same, South 7°06'35" West, a distance of 73.00 feet to a corner point;

Thence leaving the westerly Right-of-Way line of Cross Creek Drive (56' wide), and continuing along the northerly limits of adjoining Phase M1, M2 & M3 of this same plan, South 77°54'21" West, a distance of 331.25 feet to a corner point;

Thence, continuing along the common dividing line of an adjoining plan called The Crossings plan of Lots as recorded in PBV 120 / PG 22, North 0°55'17" West, a distance of 723.37 feet to a monument found;

Thence, continuing by same, South 88°37'03" West, a distance of 592.79 feet to a corner point on a common dividing line of Phase 1 of said plan;

Thence, continuing along the common dividing line of an adjoining plan called Park Place TND – Phase 1, as recorded in PBV 312 / PG 21-24, North 1°22'57" West, a distance of 54.14 feet to a point;

Thence, continuing by same, North 55°21'02" East, a distance of 20.00 feet to a point on the westerly side of Lot 204 in said plan;

Thence continuing by same, by a curve to the right having a radius of 25.00 feet and an arc distance of 15.37 feet, also having a chord bearing of North 17°02'29" West, and a chord distance of 15.13 feet to a point on the northerly line of Lot 204;

Thence, continuing by same, North 0°34'00" East, a distance of 79.00 feet to a point at the northwesterly corner of Lot 204 in said plan, and also on the southerly Right-of-Way line of Boardwalk Drive (50' wide);

Thence along the southerly Right-of-Way line of Boardwalk Drive (50' wide), South 89°26' 00" East, a distance of 16.71 feet to a point;

Thence crossing the full Right-of-Way of Boardwalk Drive, North 0°34'01" East, a distance of 50.00 feet to a point on the northerly Right-of-Way line of Boardwalk Drive, said point also being at the southwest corner of Lot 201, and also on the easterly Right-of-Way line of Tuscarora Drive (52'wide);

Thence continuing by same North 0°34'01" East, a distance of 93.73 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 661.00 feet and an arc distance of 20.72 feet, also having a chord bearing of North 0°19' 52" West, and a chord distance of 20.72 feet to a point on the southerly Right-of-Way line of Thistle Lane (20' Wide Private ROW);

Thence continuing by same, North 87°54'14" East, a distance of 33.91 feet to a point of curvature on the southerly Right-of-Way line of Thistle Lane (20' Wide Private ROW);

Thence continuing by same, by a curve to the right having a radius of 240.00 feet and an arc distance of 54.58 feet, also having a chord bearing of South 85°34'58" East, and a chord distance of 54.46 feet to a point of tangency, said point also being on the northerly line of Lot 202;

Thence continuing by same, South 79°04'00" East, a distance of 37.39 feet to a point of curvature on the southerly Right-of-Way line of Thistle Lane (20' Wide Private ROW);

Thence continuing by same, by a curve to the left having a radius of 261.50 feet and an arc distance of 32.59 feet, also having a chord bearing of South 82°38' 13" East, and a chord distance of 32.57 feet to a point of curvature, said point also being the northeast corner of Lot 203, and also on the common dividing line with Phase 6;

Thence leaving said southerly Right-of-Way line of Thistle Lane (20' Wide Private ROW), and along the easterly line of Lot 203, South 0°34'00" West, a distance of 101.75 feet to a point on the northerly Right-of-Way line of Boardwalk Drive (50' Wide), said point also being the southwesterly corner of Phase 6;

Thence along the northerly Right-of-Way line of Boardwalk Drive (50' Wide), by a curve to the left having a radius of 1196.00 feet and an arc distance of 105.36 feet, also having a chord bearing of North 87°39'18" East, and a chord distance of 105.33 feet to a point of curvature;

Thence along the northerly Right-of-Way line of Boardwalk Drive (50' Wide), where it begins an entrance to an opening for Captain Lee Boss Way (58' Wide), by a curve to the left having a radius of 2.00 feet and an arc distance of 2.95 feet, also having a chord bearing of North 42°50'57" East, and a chord distance of 2.69 feet to a point of tangency;

Thence along said initial westerly Right-of-Way line for Captain Lee Boss Way (58' Wide), North 0°34'00" East, a distance of 7.54 feet to a corner point;

Thence crossing the full width of the Right-of-Way line for Captain Lee Boss Way (58' Wide), South 89°26'00" East, a distance of 58.00 feet to a corner point;

Thence along said initial easterly Right-of-Way line for Captain Lee Boss Way (58' Wide), South 0°34'00" West, a distance of 4.61 feet to a point of curvature;

Thence continuing toward the northerly Right-of-Way line of Boardwalk Drive (50' Wide), by a curve to the left having a radius of 5.00 feet and an arc distance of 8.60 feet, also having a chord bearing of South 48°42'16" East, and a chord distance of 7.58 feet to a point of compound curvature;

Thence continuing along the northerly Right-of-Way line of Boardwalk Drive (50' Wide), by a curve to the left having a radius of 1,204.00 feet and an arc distance of 57.77 feet, also having a chord bearing of North 80°39'00" East, and a chord distance of 57.76 feet to a point of tangency;

Thence along said northerly Right-of-Way line of Boardwalk Drive (50' Wide), said line also being the common dividing line between Phase 2 and Phase 6, North 79°16'31" East, a distance of 126.02 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 279.00 feet and an arc distance of 196.63 feet, also having a chord bearing of North 59°05'08" East, and a chord distance of 192.58 feet to a point of tangency;

Thence continuing by same, North 38°53'35" East, a distance of 31.50 feet to a point at the dividing line of Phase 6 and Phase 5;

Thence continuing by same, North 38°53'45" East, a distance of 164.57 feet to a point;

Thence continuing by same, by a curve to the left having a radius of 5.00 feet and an arc distance of 7.46 feet, also having a chord bearing of North 3°52'18" West, and a chord distance of 6.79 feet to a point of reverse curvature;

Thence continuing along the westerly Right-of-Way line of an extension of Theda Dori Street (50' Wide), by a curve to the right having a radius of 329.00 feet and an arc distance of 5.22 feet, also having a chord bearing of North 46°11'05" West, and a chord distance of 5.22 feet to a corner point, said point being the common dividing line between Phase 5 and Phase 4 of said plan;

Thence continuing across the proposed Theda Dori Street, N 44°16'12" E, a distance of 50.00 feet to a corner point on the northeasterly Right-of-Way line of Theda Dori Street;

Thence continuing along said northeasterly Right-of-Way line of Theda Dori Street (50' wide), and also along the common dividing line of Phase 2 and Phase 4, by a curve to the left having a radius of 279.00 feet and an arc distance of 56.29 feet, also having a chord bearing of South 51°30'36" East, and a chord distance of 56.19 feet to a point of tangency;

Thence continuing by same, South 57°17'24" East, a distance of 123.80 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 246.00 feet and an arc distance of 239.53 feet, also having a chord bearing of South 29°23'45" East, and a chord distance of 230.18 feet to a point of tangency;

Thence continuing by same, South 1°30'06" East, a distance of 9.00 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of South 46°30'06" East, and a chord distance of 14.14 feet to a point of tangency, and also on the northerly Right-of-Way line of Bucktail Drive (42' wide);

Thence continuing by same, North 88°29'54" East, a distance of 152.00 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of North 43°29'54" East, and a chord distance of 14.14 feet to a corner point on the westerly side of proposed Twilight Street (42' wide) ;

Thence continuing across proposed Twilight Street (42' wide), North 88°29'54" East, a distance of 42.00 feet to a corner point;

Thence continuing by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of South 46°30'06" East, and a chord distance of 14.14 feet to a point of tangency on the northerly Right-of-Way line of proposed Bucktail Drive (42' wide);

Thence continuing along the northerly Right-of-Way line of proposed Bucktail Drive (42' wide), North 88°29'54" East, a distance of 68.64 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 179.00 feet and an arc distance of 51.05 feet, also having a chord bearing of North 80°19'39" East, and a chord distance of 50.88 feet to a point;

Thence leaving the northwesterly right-of-way line of Bucktail Drive (42' ROW), and along the common dividing line of Phase 4 area of said plan and the westerly line of Parcel OS-2F, North 1°30'06" West, a distance of 154.29 feet to a point of curvature, said point also being the northwesterly corner of Parcel OS-2F;

Thence continuing along the easterly side of Phase 4 area of said plan, also along the rear common line of Lots 230 -226, by a curve to the left having a radius of 470.00 feet and an arc distance of 328.33 feet, also having a chord bearing of North 21°30'50" West, and a chord distance of 321.69 feet to a point, said point being the northwesterly corner of Lot 226;

Thence along the northwesterly line of Lot 226, North 48°28'27" East, a distance of 33.88 feet to a point, said point also being on the common dividing line with Phase 3 of said plan;

Thence continuing by same, North 47°20'13" East, a distance of 85.15 feet to a point on the right-of-way line of a Cul-De-Sac of Bucktail Drive;

Thence continuing into and across the Cul-De-Sac of Bucktail Drive, North 47°39'38" East, a distance of 51.98 feet to a corner point;

Thence continuing briefly within said Cul-De-Sac and then along the most northeasterly Right-of-Way line of Bucktail Drive, by a curve to the right having a radius of 641.00 feet and an arc distance of 36.85 feet, also having a chord bearing of South 40°05'45" East, and a chord distance of 36.85 feet to a point at the most westerly corner of Lot 225;

Thence continuing by the most northwesterly side of Lot 225, North 51°33'05" East, a distance of 114.00 feet to a common corner point between Phase 3 & Phase 2, said point also being on the common dividing line with Phase 1;

Thence continuing along the common dividing line between the most northeasterly corner of Lot 225 and the common dividing line between Phase 1 and phase 2 of said plan, by a curve to the right having a radius of 755.00 feet and an arc distance of 38.40 feet, also having a chord bearing of South 36°59'30" East, and a chord distance of 38.39 feet to a point at a corner of Lot 225;

Thence continuing along the common dividing line of Phase 1 and Phase 2 of said plan, North 54°07'30" East, a distance of 129.01 feet to a point on the westerly Right-of-Way line of Smiley Cookie Lane (56' wide), and also the common dividing line with Phase 1 of this Park Place Development, said point being the Place of Beginning of said Phase 2, containing within said bounds a total of 25.11 acres (1,093,873.31 Sq. Ft.), more or less, as shown on "Plan of Recording" drawings prepared by PVE Sheffler, PPC.

July 16, 2015

**Metes and Bounds Description of the Phase 3 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 3, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the common corner of Phase 1, Phase 2, and Phase 3, said point also being the most northwesterly corner of Lot 225 in Phase 2 of this Park Place Development;

Thence along the common dividing line of Phase 3 and Phase 1 of said plan, by a curve to the left having a radius of 755.00 feet and an arc distance of 259.91 feet, also having a chord bearing of North 48°18'38" West, and a chord distance of 258.62 feet to a point of tangency;

Thence continuing by same, North 58°10'21" West, a distance of 66.10 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 980.00 feet and an arc distance of 261.30 feet, also having a chord bearing of North 65°48'40" West, and a chord distance of 260.53 feet to a corner point;

Thence continuing by same, North 16°33'01" East, a distance of 25.00 feet to a common corner point between Phase 3, Phase 1 and Phase 7 of said plan;

Thence, continuing along the common dividing line between Phase 3 and Phase 7 of said plan, by a curve to the left having a radius of 1,005.00 feet and an arc distance of 209.47 feet, also having a chord bearing of North 79°25'14" West, and a chord distance of 209.09 feet to a point of tangency;

Thence continuing by same, S 85°23'30" W, a distance of 72.50 feet to a point of curvature;

Thence continuing along the common dividing line between Phase 3 and Phase 7 of said plan, by a curve to the left having a radius of 760.00 feet and an arc distance of 319.27 feet, also having a chord bearing of South 82°34'26" West, and a chord distance of 316.92 feet to a corner point;

Thence continuing by same, South 19°27'39" East, a distance of 25.00 feet to a point, at the common corner with Phase 3, Phase 7, and Phase 5 of said plan;

Thence along the common dividing line between Phase 3 and Phase 5 of said plan, by a curve to the right having a radius of 45.00 feet and an arc distance of 72.97 feet, also having a chord bearing of South 63°00'25" East, and a chord distance of 65.23 feet to a point of tangency;

Thence continuing by same, South 16°33'12" East, a distance of 60.20 feet to a corner point;

Thence continuing by same, South 72°37'01" West, a distance of 38.37 feet to a corner point;

Thence continuing by same, South 19°08'18" East, a distance of 54.62 feet to a point;

Thence continuing by same, South 23°47'20" East, a distance of 155.65 feet to a point at a common corner between Phase 3 and phase 4 of said plan;

Thence continuing along the common dividing line of Phase 3 and Phase 4 of said plan, North 66°30'32" East, a distance of 50.00 feet to a corner point;

Thence continuing along the common dividing line between Phase 3 and Phase 4 of said plan, by a curve to the right having a radius of 10.00 feet and an arc distance of 18.21 feet, also having a chord bearing of North 28°23'09" East, and a chord distance of 15.80 feet to another point of curvature;

Thence continuing by same, by a curve to the right having a radius of 440.00 feet and an arc distance of 107.88 feet, also having a chord bearing of North 87°35'05" East, and a chord distance of 107.61 feet to a point of tangency;

Thence continuing by same, South 85°23'30" East, a distance of 72.50 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 685.00 feet and an arc distance of 325.42 feet, also having a chord bearing of South 71°46'55" East, and a chord distance of 322.37 feet to a point of tangency;

Thence continuing by same, South 58°10'21" East, a distance of 66.10 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 460.00 feet and an arc distance of 92.61 feet, also having a chord bearing of South 52°24'18" East, and a chord distance of 92.45 feet to a point of reverse curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 65.78 feet, also having a chord bearing of South 88°30'58" East, and a chord distance of 60.08 feet to a point on the northwesterly line of Lot 226 of said plan, said point also being on the common dividing line of Phase 3 and Phase 2;

Thence continuing by same, North 47°20'13" East, a distance of 86.93 feet to a point on the right-of-way line of a Cul-De-Sac of Bucktall Drive;

Thence continuing into and across the Cul-De-Sac of Bucktall Drive (42' Wide), North 47°39'38" East, a distance of 51.98 feet to a corner point;

Thence continuing briefly within said Cul-De-Sac and then along the most northeasterly Right-of-Way line of Bucktall Drive (42' Wide), by a curve to the right having a radius of 641.00 feet and an arc distance of 36.85 feet, also having a chord bearing of South 40°05'45" East, and a chord distance of 36.85 feet to a point at the most westerly corner of Lot 225;

Thence continuing by the most northwesterly side of Lot 225, North 51°33'05" East, a distance of 114.00 feet to the Point of Beginning of said Phase 3, containing within said bounds a total of 6.80 acres (296,304.81 Sq. Ft.), more or less.

July 23, 2015

**Metes and Bounds Description of the Phase 4 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 4, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the common southeasterly corner of Phase 4, with the most southerly corner of Parcel OS-2F, said point also being located on the northerly right-of-way line of Bucktail Drive (42' ROW), in said plan;

Thence leaving the northwesterly right-of-way line of Bucktail Drive (42' ROW), and along the common dividing line of Phase 4 area of said plan and the westerly line of Parcel OS-2F, North $1^{\circ}30'06''$ West, a distance of 154.29 feet to a point of curvature, said point also being the northwesterly corner of Parcel OS-2F;

Thence continuing along the easterly side of Phase 4 area of said plan, also along the rear common line of Lots 230 -226, by a curve to the left having a radius of 470.00 feet and an arc distance of 328.33 feet, also having a chord bearing of North $4^{\circ}44'33''$ West, and a chord distance of 321.69 feet to a point, said point being the westerly corner of Lot 226;

Thence along the northwesterly line of Lot 226, North $48^{\circ}28'27''$ East, a distance of 32.10 feet to a point of curvature, said point also being on the common dividing line with Phase 3 of said plan;

Thence continuing by the common dividing line between Phase 4 and Phase 3 in said plan, by a curve to the right having a radius of 45.00 feet and an arc distance of 65.78 feet, also having a chord bearing of North $88^{\circ}30'58''$ West, and a chord distance of 60.08 feet to a point of reverse curvature;

Thence continuing by same, by a curve to the left having a radius of 460.00 feet and an arc distance of 92.61 feet, also having a chord bearing of North $52^{\circ}24'18''$ West, and a chord distance of 92.45 feet to a point of tangency;

Thence continuing by same, North $58^{\circ}10'21''$ West, a distance of 66.10 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 685.00 feet and an arc distance of 325.42 feet, also having a chord bearing of North $71^{\circ}46'55''$ West, and a chord distance of 322.37 feet to a point of tangency;

Thence continuing by same, North $85^{\circ}23'30''$ West, a distance of 72.50 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 440.00 feet and an arc distance of 107.88 feet, also having a chord bearing of South $87^{\circ}35'05''$ West, and a chord distance of 107.61 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 18.21 feet, also having a chord bearing of South 28°23'09" West, and a chord distance of 15.80 feet to a corner point;

Thence continuing by same, South 66°30'32" West, a distance of 50.00 feet to a common corner of Phase 3 and Phase 4, and also on the common dividing line with Phase 5 of said plan;

Thence along the common dividing line of Phase 5 and Phase 4, South 23°47'20" East, a distance of 288.06 feet to a point of curvature;

Thence by a curve to the left having a radius of 372.50 feet and an arc distance of 125.82 feet, also having a chord bearing of South 34°45'34" East, and a chord distance of 125.22 feet to a corner point, also at the approximate intersection of the most northwesterly Right-of-Way lines of proposed Boardwalk Drive (42' wide) and proposed Theda Dori Street (50' wide);

Thence continuing across the proposed Theda Dori Street, N 44°16'12" E, a distance of 50.00 feet to a corner point on the northeasterly Right-of-Way line of Theda Dori Street;

Thence continuing along said northeasterly Right-of-Way line of Theda Dori Street (50' wide), and also along the common dividing line of Phase 2 and Phase 4, by a curve to the left having a radius of 279.00 feet and an arc distance of 56.29 feet, also having a chord bearing of South 51°30'36" East, and a chord distance of 56.19 feet to a point of tangency;

Thence continuing by same, South 57°17'24" East, a distance of 123.80 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 246.00 feet and an arc distance of 239.53 feet, also having a chord bearing of South 29°23'45" East, and a chord distance of 230.18 feet to a point of tangency;

Thence continuing by same, South 1°30'06" East, a distance of 9.00 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of South 46°30'06" East, and a chord distance of 14.14 feet to a point of tangency, and also on the northerly Right-of-Way line of Bucktail Drive (42' wide);

Thence continuing by same, North 88°29'54" East, a distance of 152.00 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of North 43°29'54" East, and a chord distance of 14.14 feet to a corner point on the westerly side of proposed Twilight Street (42' wide);

Thence continuing across proposed Twilight Street (42' wide), North 88°29'54" East, a distance of 42.00 feet to a corner point;

Thence continuing by a curve to the left having a radius of 10.00 feet and an arc distance of 15.71 feet, also having a chord bearing of South 46°30'06" East, and a chord distance of 14.14 feet to a point of tangency on the northerly Right-of-Way line of proposed Bucktail Drive (42' wide);

Thence continuing along the northerly Right-of-Way line of proposed Bucktail Drive (42' wide), North 88°29'54" East, a distance of 68.64 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 179.00 feet and an arc distance of 51.05 feet, also having a chord bearing of North 80°19'39" East, and a chord distance of 50.88 feet to a point at the Place of Beginning of said Phase 4, containing within said bounds a total of 7.70 acres (335,244.74 Sq. Ft.), more or less;

Thence continuing by same, S 66°12'40" W, a distance of 16.07 feet to a corner point;

Thence S 23°47'20" E, a distance of 50.00 feet to a corner point;

Thence by a curve to the right having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of South 85°21'29" East, and a chord distance of 19.04 feet to a point of reverse curvature;

Thence by a curve to the left having a radius of 55.00 feet and an arc distance of 102.37 feet, also having a chord bearing of North 62°40'24" East, and a chord distance of 88.22 feet to a point of reverse curvature;

Thence by a curve to the right having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of North 37°46'50" East, and a chord distance of 19.04 feet to a point of tangency;

Thence N 66°12'40" E, a distance of 1.00 feet to a corner point;

Thence continuing along the common dividing line of Phase 5 and Phase 6, S 23°47'20" E, a distance of 450.22 feet to a point of curvature;

Thence by a curve to the left having a radius of 498.00 feet and an arc distance of 216.41 feet, also having a chord bearing of South 36°14'17" East, and a chord distance of 214.71 feet to a point at the Place of Beginning of said Phase 5, containing within said bounds a total of 3.57 acres (155,678.74 Sq. Ft.), more or less.

July 17, 2015

**Metes and Bounds Description of the Phase 5 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 5, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the most southerly common corner of Phase 5, and Phase 6, said point also being located on the northwesterly right-of-way line of Boardwalk Drive (42' ROW), and the being the most southwesterly corner of the herein described subject Phase 6 area in said plan;

Thence continuing by the northwesterly right-of-way line of Boardwalk Drive (42' ROW), North 38°53'45" East, a distance of 164.57 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 5.00 feet and an arc distance of 7.46 feet, also having a chord bearing of North 3°52'18" West, and a chord distance of 6.79 feet to another point of curvature;

Thence continuing by same, by a curve to the right having a radius of 329.00 feet and an arc distance of 5.22 feet, also having a chord bearing of North 46°11'05" West, and a chord distance of 5.22 feet to a southwesterly corner of Phase 4 in said plan;

Thence continuing by the common dividing line between Phase 4 and Phase 5 in said plan, by a curve to the right having a radius of 372.50 feet and an arc distance of 125.82 feet, also having a chord bearing of North 34°45'34" West, and a chord distance of 125.22 feet to a point of tangency;

Thence continuing by same, North 23°47'20" West, a distance of 288.06 feet to a common corner point between Phase 3, and Phase 4 of said plan;

Thence, along the common dividing line between Phase 3 and Phase 5 of said plan, North 23°47'20" West, a distance of 155.65 feet to a point;

Thence continuing by same North 19°08'18" West, a distance of 54.62 feet to a corner point;

Thence continuing by same, North 72°37'01" East, a distance of 38.37 feet to another corner point;

Thence continuing by same, North 16°33'12" West, a distance of 60.20 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 72.97 feet, also having a chord bearing of North 63°00'25" West, and a chord distance of 65.23 feet to another common corner point with adjoining Phase 3 and Phase 7, and said point also being a point of curvature;

Thence along the common dividing line of Phase 5 and Phase 7, by a curve to the left having a radius of 735.00 feet and an arc distance of 55.52 feet, also having a chord bearing of South 68°22'31" West, and a chord distance of 55.51 feet to a point of tangency;

Thence continuing by same, S 66°12'40" W, a distance of 165.23 feet to a corner point;

Thence continuing by same, N 23°47'20" W, a distance of 7.00 feet to a corner point;

Thence continuing by same, S 66°12'40" W, a distance of 42.00 feet to a corner point;

Thence continuing by same, S 23°47'20" E, a distance of 7.00 feet to a point at a common corner of Phase 7 and Phase 6;

Thence continuing along the common dividing line of Phase 5 and Phase 6, S 23°47'20" E, a distance of 72.20 feet to a point of curvature;

Thence by a curve to the right having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of South 4°38'31" West, and a chord distance of 19.04 feet to a point of reverse curvature;

Thence by a curve to the left having a radius of 55.00 feet and an arc distance of 24.04 feet, also having a chord bearing of South 20°33'09" West, and a chord distance of 23.85 feet to a point;

Thence continuing by same, S 66°12'40" W, a distance of 16.07 feet to a corner point;

Thence S 23°47'20" E, a distance of 50.00 feet to a corner point;

Thence by a curve to the right having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of South 85°21'29" East, and a chord distance of 19.04 feet to a point of reverse curvature;

Thence by a curve to the left having a radius of 55.00 feet and an arc distance of 102.37 feet, also having a chord bearing of North 62°40'24" East, and a chord distance of 88.22 feet to a point of reverse curvature;

Thence by a curve to the right having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of North 37°46'50" East, and a chord distance of 19.04 feet to a point of tangency;

Thence N 66°12'40" E, a distance of 1.00 feet to a corner point;

Thence continuing along the common dividing line of Phase 5 and Phase 6, S 23°47'20" E, a distance of 450.22 feet to a point of curvature;

Thence by a curve to the left having a radius of 498.00 feet and an arc distance of 216.41 feet, also having a chord bearing of South 36°14'17" East, and a chord distance of 214.71 feet to a point at the Place of Beginning of said Phase 5, containing within said bounds a total of 3.57 acres (155,678.74 Sq. Ft.), more or less.

July 31, 2015

**Metes and Bounds Description of the Phase 6 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 6, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the most southerly common corner of Phase 5, and Phase 6, said point also being located on the northwesterly right-of-way line of Boardwalk Drive (42' ROW), and the being the most southeasterly corner of the herein described subject Phase 6 area in said plan;

Thence continuing along the common dividing line of Phase 5 and Phase 6, by a curve to the right having a radius of 498.00 feet and an arc distance of 216.41 feet, also having a chord bearing of North 36°14'17" West, and a chord distance of 214.71 feet to a point of tangency;

Thence continuing by same, North 23°47'20" West, a distance of 450.22 feet to a corner point;

Thence South 66°12'40" West, a distance of 1.00 feet to a point of curvature;

Thence by a curve to the left having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of South 37°46'50" West, and a chord distance of 19.04 feet to a point of reverse curvature;

Thence by a curve to the right having a radius of 55.00 feet and an arc distance of 102.37 feet, also having a chord bearing of South 62°40'24" West, and a chord distance of 88.22 feet to another point of curvature;

Thence by a curve to the right having a radius of 55.00 feet and an arc distance of 6.79 feet, also having a chord bearing of North 60°27'55" West, and a chord distance of 6.79 feet to a point of reverse curvature;

Thence by a curve to the left having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of North 85°21'29" West, and a chord distance of 19.04 feet to a corner point;

Thence North 23°47'20" West, a distance of 50.00 feet to a corner point;

Thence continuing by same, North 66°12'40" East, a distance of 16.07 feet to a point of curvature;

Thence by a curve to the right having a radius of 55.00 feet and an arc distance of 24.04 feet, also having a chord bearing of North 20°33'09" East, and a chord distance of 23.85 feet to a point of reverse curvature;

Thence by a curve to the left having a radius of 20.00 feet and an arc distance of 19.85 feet, also having a chord bearing of North 4°38'31" East, and a chord distance of 19.04 feet to a point of tangency;

Thence continuing by same, North $23^{\circ}47'20''$ West, a distance of 72.20 feet to a corner point, said point also being on the common dividing line between Phase 6 and Phase 7;

Thence continuing by the common dividing line between Phase 6 and Phase 7, South $66^{\circ}12'40''$ W, a distance of 470.00 feet to a corner point, said point also being on the easterly Right-of-Way line of a small extension of Tuscarora Drive (50' ROW);

Thence continuing along the easterly Right-of-Way line of a small extension of Tuscarora Drive, South $23^{\circ}47'20''$ East, a distance of 106.00 feet to the southwesterly corner of Lot 141, said point also being on the northerly Right-of-Way line of a small extension of Bucktail Drive (56' ROW);

Thence along this northerly Right-of-Way line of an extension of Bucktail Drive (56' ROW), North $66^{\circ}12'40''$ East, a distance of 117.67 feet to a corner point;

Thence continuing along the end of an easterly extension of Bucktail Drive (56' ROW), South $23^{\circ}47'20''$ East, a distance of 56.00 feet to a corner point;

Thence along another southerly Right-of-Way line of an extension of Bucktail Drive (56' ROW), South $66^{\circ}12'40''$ West, a distance of 8.67 feet to a corner point, said point also being the easterly Right-of-Way line of Gulch Lane (20' Wide Private ROW);

Thence continuing along said easterly Right-of-Way line of Gulch Lane (20' Wide Private ROW), South $23^{\circ}47'20''$ East, a distance of 171.60 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 2,510.00 feet and an arc distance of 180.62 feet, also having a chord bearing of South $21^{\circ}43'38''$ East, and a chord distance of 180.58 feet to a point of tangency;

Thence continuing by same, South $19^{\circ}39'57''$ East, a distance of 54.83 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 110.00 feet and an arc distance of 44.39 feet, also having a chord bearing of South $8^{\circ}06'19''$ East, and a chord distance of 44.09 feet to a point of reverse curvature;

Thence continuing by same, by a curve to the left having a radius of 15.00 feet and an arc distance of 23.19 feet, also having a chord bearing of South $40^{\circ}50'20''$ East, and a chord distance of 20.95 feet to a point on the northerly extended Right-of-Way line of Thistle Lane (20' Wide private ROW);

Thence continuing by same, by a curve to the left having a radius of 241.50 feet and an arc distance of 18.13 feet, also having a chord bearing of South $87^{\circ}16'59''$ East, and a chord distance of 18.12 feet to a corner point on the northerly extended Right-of-Way line of Thistle Lane (20' Wide private ROW);

Thence crossing said easterly extended Right-of-Way line of Thistle Lane (20' Wide private ROW), South $0^{\circ}34'00''$ West, a distance of 20.00 feet to a corner point;

Thence along the southerly Right-of-Way line of Thistle Lane (20' Wide private ROW), by a curve to the right having a radius of 261.50 feet and an arc distance of 14.72 feet, also having a chord bearing of North 87°49'13" West, and a chord distance of 14.72 feet to a corner point on the southerly extended Right-of-Way line of Thistle Lane (20' Wide private ROW), said point also being at the northeasterly corner of Lot 203;

Thence along the easterly line of Lot 203, South 0°34'00" West, a distance of 101.75 feet to a point on the northerly Right-of-Way line of Boardwalk Drive (50' Wide), said point also being the southwesterly corner of this subject Phase 6 area;

Thence continuing along the northerly Right-of-Way line of Boardwalk Drive (50' Wide), by a curve to the left having a radius of 1196.00 feet and an arc distance of 105.36 feet, also having a chord bearing of North 87°39'18" East, and a chord distance of 105.33 feet to a point of tangency;

Thence along the northerly Right-of-Way line of Boardwalk Drive (50' Wide), where it begins an entrance to an opening for Captain Lee Boss Way (58' Wide), by a curve to the left having a radius of 2.00 feet and an arc distance of 2.95 feet, also having a chord bearing of North 42°50'57" East, and a chord distance of 2.69 feet to a point of tangency;

Thence along said initial westerly Right-of-Way line for Captain Lee Boss Way (58' Wide), North 0°34'00" East, a distance of 7.54 feet to a corner point;

Thence crossing the full width of the Right-of-Way line for Captain Lee Boss Way (58' Wide), South 89°26'00" East, a distance of 58.00 feet to a corner point;

Thence along said initial easterly Right-of-Way line for Captain Lee Boss Way (58' Wide), South 0°34'00" East, a distance of 4.61 feet to a point of curvature;

Thence continuing toward the northerly Right-of-Way line of Boardwalk Drive (50' Wide), by a curve to the left having a radius of 5.00 feet and an arc distance of 8.60 feet, also having a chord bearing of South 48°42'16" East, and a chord distance of 7.58 feet to a point of tangency;

Thence continuing along said northerly Right-of-Way line of Boardwalk Drive (50' Wide), said line also being the common dividing line between Phase 2 and Phase 6, North 79°16'31" East, a distance of 126.02 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 279.00 feet and an arc distance of 196.63 feet, also having a chord bearing of North 59°05'08" East, and a chord distance of 192.58 feet to a point of tangency;

Thence continuing by same, North 38°53'45" East, a distance of 31.50 feet to a point at the Place of Beginning of said Phase 6, containing within said bounds a total of 8.59 acres (374,119.65 Sq. Ft.), more or less.

EXHIBIT "B"

Additional Property

The Additional Property which may be added to the Park Place community shall consist of the real property described on the following six (6) pages, identified as: (a) Metes and Bounds Description of the Phase 7 Area of the Park Place Development located in Cranberry Township, Butler County, PA, and (b) Metes and Bounds Description of the Phase 8 Area of the Park Place Development located in Cranberry Township, Butler County, PA.

July 27, 2015

**Metes and Bounds Description of the Phase 7 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 7, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at a corner of Phase 7, where it adjoins Phase 3 and Phase 1, said point also being the most southeasterly corner of the herein described subject Phase 7 area in said plan;

Thence along the common dividing line of Phase 7 and Phase 1, North 16°33'01" East, a distance of 243.73 feet to a corner point;

Thence continuing by same, North 22°34'57" West, a distance of 215.00 feet to a corner point;

Thence continuing by same, South 67°25'03" West, a distance of 108.63 feet to a corner point;

Thence continuing by same, North 22°34'57" West, a distance of 115.46 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 180.00 feet and an arc distance of 54.39 feet, also having a chord bearing of North 12°56'19" West, and a chord distance of 54.19 feet to another point of curvature;

Thence continuing by same, by a curve to the left having a radius of 425.33 feet and an arc distance of 475.75 feet, also having a chord bearing of North 53°38'22" West, and a chord distance of 451.34 feet to a common corner of Phase 1 & Phase 8, said point also being another point of curvature;

Thence continuing along the common dividing line of Phase 7 and Phase 8, by a curve to the left having a radius of 308.00 feet and an arc distance of 199.21 feet, also having a chord bearing of South 80°25'21" West, and a chord distance of 195.75 feet to another point of curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 76.69 feet, also having a chord bearing of South 13°04'11" West, and a chord distance of 67.74 feet to a point of tangency;

Thence continuing by same, South 35°45'15" East, a distance of 45.58 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 14.78 feet, also having a chord bearing of South 6°34'17" West, and a chord distance of 13.47 feet to another point of curvature;

Thence continuing by same, by a curve to the left having a radius of 206.14 feet and an arc distance of 230.40 feet, also having a chord bearing of South 16°53'24" West, and a chord distance of 218.59 feet to another point of reverse curvature in said Phase 7;

Thence continuing by same, by a curve to the right having a radius of 10.00 feet and an arc distance of 14.78 feet, also having a chord bearing of South 27°11'24" West, and a chord distance of 13.47 feet to a point of tangency;

Thence continuing by same, South 69°32'01" West, a distance of 25.91 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 60.00 feet and an arc distance of 98.65 feet, also having a chord bearing of South 22°26'01" West, and a chord distance of 87.91 feet to a point of tangency;

Thence continuing by same, South 24°39'59" East, a distance of 27.11 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 40.00 feet and an arc distance of 45.07 feet, also having a chord bearing of South 7°36'51" West, and a chord distance of 42.73 feet to a point of tangency;

Thence continuing by same, South 39°53'40" West, a distance of 9.97 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 74.51 feet, also having a chord bearing of South 7°32'31" East, and a chord distance of 66.29 feet to a point of tangency;

Thence continuing by same, South 54°58'42" East, a distance of 43.70 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 10.10 feet and an arc distance of 16.93 feet, also having a chord bearing of South 13°13'58" East, and a chord distance of 15.02 feet to a point of tangency;

Thence continuing by same, South 35°01'18" West, a distance of 225.86 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 237.50 feet and an arc distance of 595.82 feet, also having a chord bearing of South 48°04'48" West, and a chord distance of 451.41 feet to a common corner of Phase 7 and Phase 8, on the dividing line with Phase 1;

Thence continuing by the common dividing line of Phase 7 and Phase 1, North 66°12'40" East, a distance of 5.00 feet to a corner point;

Thence continuing by same, South 23°47'20" East, a distance of 7.00 feet to a common corner of Phase 7 and Phase 6;

Thence continuing by the common dividing line of Phase 7 and Phase 6, North 66°12'40" East, a distance of 470.00 feet to a point at the most northeasterly corner of Phase 6, and said point also being on the dividing line with Phase 5;

Thence continuing along the common dividing line of Phase 7 and Phase 5, North 23°47'20" West, a distance of 7.00 feet to a common corner of Phase 7 and Phase 5;

Thence continuing by same, North 66°12'40" East, a distance of 42.00 feet to another common corner point of Phase 7 and Phase 5;

Thence continuing by same, South 23°47'20" East, a distance of 7.00 feet to another common corner of Phase 7 and Phase 5;

Thence continuing by same, North 66°12'40" East, a distance of 165.23 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 735.00 feet and an arc distance of 55.52 feet, also having a chord bearing of North 68°22'31" East, and a chord distance of 55.51 feet to a common corner of Phase 7 and Phase 3 in said plan;

Thence, along the common dividing line between Phase 3 and Phase 7 of said plan, North 19°27'39" West, a distance of 25.00 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 760.00 feet and an arc distance of 319.27 feet, also having a chord bearing of North 82°34'26" East, and a chord distance of 316.92 feet to a point of tangency;

Thence continuing by same, South 85°23'30" East, a distance of 72.50 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 1005.00 feet and an arc distance of 209.47 feet, also having a chord bearing of South 79°25'14" East, and a chord distance of 209.09 feet to a point at the Place of Beginning of said Phase 7, containing within said bounds a total of 15.41 acres (671,271.68 Sq. Ft.), more or less.

July 30, 2015

**Metes and Bounds Description of the Phase 8 Area of the Park Place
Development located in Cranberry Township, Butler County, PA**

ALL THAT CERTAIN PIECE OF LAND for Park Place / Phase 8, situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point at the most northeasterly corner of Phase 8, said point also being a most northwesterly corner of the adjacent Phase 1 area in said plan;

Thence along the common dividing line of Phase 1 and Phase 8, South 1°05'28" East, a distance of 58.99 feet to a point of curvature, said point also being a common corner of Phase 1 and Phase 8;

Thence continuing along the common dividing line of Phase 7 and Phase 8, by a curve to the left having a radius of 308.00 feet and an arc distance of 199.21 feet, also having a chord bearing of South 80°25'21" West, and a chord distance of 195.75 feet to another point of curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 76.69 feet, also having a chord bearing of South 13°04'11" West, and a chord distance of 67.74 feet to a point of tangency;

Thence continuing by same, South 35°45'15" East, a distance of 45.58 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 10.00 feet and an arc distance of 14.78 feet, also having a chord bearing of South 6°34'17" West, and a chord distance of 13.47 feet to another point of curvature;

Thence continuing by same, by a curve to the right having a radius of 206.14 feet and an arc distance of 230.40 feet, also having a chord bearing of South 16°53'24" West, and a chord distance of 218.59 feet to another point of reverse curvature;

Thence continuing by same, by a curve to the right having a radius of 10.00 feet and an arc distance of 14.78 feet, also having a chord bearing of South 27°11'24" West, and a chord distance of 13.47 feet to a point of tangency;

Thence continuing by same, South 69°32'01" West, a distance of 25.91 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 60.00 feet and an arc distance of 98.65 feet, also having a chord bearing of South 22°26'01" West, and a chord distance of 87.91 feet to a point of tangency;

Thence continuing by same, South 24°39'59" East, a distance of 27.11 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 40.00 feet and an arc distance of 45.07 feet, also having a chord bearing of South 7°36'51" West, and a chord distance of 42.73 feet to a point of tangency;

Thence continuing by same, South 39°53'40" West, a distance of 9.97 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 45.00 feet and an arc distance of 74.51 feet, also having a chord bearing of South 7°32'31" East, and a chord distance of 66.29 feet to a point of tangency;

Thence continuing by same, South 54°58'42" East, a distance of 43.70 feet to a point of curvature;

Thence continuing by same, by a curve to the right having a radius of 10.10 feet and an arc distance of 16.93 feet, also having a chord bearing of South 13°13'58" East, and a chord distance of 15.02 feet to a point of tangency;

Thence continuing by same, South 35°01'18" West, a distance of 225.86 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 237.50 feet and an arc distance of 595.82 feet, also having a chord bearing of South 48°04'48" West, and a chord distance of 451.41 feet to a common corner of Phase 7 and Phase 8, on the dividing line with Phase 1;

Thence continuing by the common dividing line of Phase 8 and Phase 1, South 66°12'40" West, a distance of 47.00 feet to a corner point;

Thence continuing by same, North 23°47'20" West, a distance of 90.35 feet to a corner point;

Thence continuing by same, South 67°18'28" West, a distance of 143.24 feet to a corner point;

Thence continuing by same, North 22°41'32" West, a distance of 21.81 feet to a corner point;

Thence continuing by same, North 43°12'29" West, a distance of 247.67 feet to a corner point;

Thence continuing by same, North 70°50'00" West, a distance of 165.94 feet to a corner point;

Thence continuing by same, North 53°36'40" West, a distance of 135.78 feet to a corner point;

Thence continuing by same, North 10°41'20" West, a distance of 252.16 feet to a corner point;

Thence continuing by same, South 86°07'34" West, a distance of 10.12 feet to a corner point;

Thence continuing by same, North 3°52'26" West, a distance of 154.77 feet to a point of curvature;

Thence continuing by same, by a curve to the left having a radius of 400.00 feet and an arc distance of 125.85 feet, also having a chord bearing of North 12°53'13" West, and a chord distance of 125.33 feet to a point;

Thence continuing by same, North 1°27'26" West, a distance of 289.94 feet to a point at the most northwesterly corner of said Phase 8;

Thence continuing along the northerly limits of Phase 8, North 88°54'32" East, a distance of 1,486.48 feet to a point at the Place of Beginning of said Phase 8, containing within said bounds a total of 26.05 acres (1,134,606.74 Sq. Ft.), more or less.

EXHIBIT "C"

PARK PLACE ARCHITECTURAL REVIEW COMMIITEE AND CERTIFICATION PROCESS

Purpose:

It is the purpose and intent of the Park Place Architectural Review Committee to ensure that all buildings and associated landscaping in the Park Place TND-PRD ("Park Place") meet the requirements of the Pattern Book, Tentative Approval, Final Approval for each Phase, Recorded Site Plan for Park Place, the intent of the Traditional Neighborhood Development, and the principals of New Urbanism, and to ensure a consistent, documented, design review process.

Definitions:

Definitions set forth in the Pattern Book, Tentative Approval, Final Approval of each Phase, Recorded Covenants, and documents referred to therein are incorporated herein by reference. Words or phrases not specifically defined here or by the incorporated documents shall be given their common, ordinary meanings.

- Applicant: Any builder/contractor/owner seeking to construct a commercial or residential building in Park Place.
- Developer: Park Place Marketing, LLC (PPM).
- Park Place: The entire development consisting of all homes, units (residential and commercial), general use buildings, open spaces, and associated parks and streetscapes, as identified in the plans recorded in the Office of the Recorder of Deeds, Butler County, Pennsylvania as Document Number 200902050002055, together with all amendments and supplements thereof.
- Park Place Marketing, LLC: The Developer or its successor(s).
- Park Place Architectural Review Committee: The Park Place Architectural Review Committee (the "ARC") is a three (3) member committee with the responsibility to review all architectural and landscaping plans submitted for construction within Park Place, with the authority to deny, approve, or request alteration of any architectural or landscape plan within Park Place and in accordance with the Pattern Book, Tentative Approval, Final Approval for each Phase, Recorded Site Plan for Park Place, the intent of the Traditional Neighborhood Development (TND), and principals of New Urbanism.
- Certificate of Compliance: Any plan submitted to the ARC and approved will receive a "certificate of compliance", assuring compliance of the submitted architectural or landscape plan with all requirements of the Pattern Book, Tentative and Final Approvals, and Recorded Site Plan for Park Place.

ARC:

The ARC will be comprised of three members appointed by the Board. The ARC may, with the Board's consent, adopt rules and regulations as may be necessary for its internal operation, including, but not limited to, qualification of members, terms, compensation, meeting time, place and frequency, and as is necessary to effectuate its purpose, including, but not limited to, application forms, checklists, and "certificate of compliance" forms. The Committee shall maintain a minimum of three (3) members and shall have the option to hire professional consultants, with Board approval, to assist with the review process.

Authority of ARC:

The ARC is hereby created and authorized to receive, consider, grant, grant with conditions, or deny applications for design review as required by the Pattern Book, Tentative Approval, Final Approval for each Phase, Recorded Site Plan for Park Place, the intent of the Traditional Neighborhood Development (TND), and principals of New Urbanism. Decisions of the ARC shall be final.

Design Review and Certificate of Compliance Required:

No building or structure shall be erected (nor shall any material change in the exterior appearance of any existing building, structure, or activity be allowed), until and unless a design review application has been made to the ARC, or its designated officer, and approved by the ARC in accordance with the requirements of the Pattern Book, Tentative Approval, Final Approval for each Phase, Recorded Site Plan for Park Place, the intent of the Traditional Neighborhood Development, and principals of New Urbanism. Applicants must receive approval of the ARC in the form of a Certificate of Compliance prior to application for a Building Permit from the Township of Cranberry. The Certificate of Compliance must accompany the application for a Township Building Permit.

Review Process:

Each Applicant desiring to construct single or multi-family housing or commercial buildings within Park Place is required to review the Pattern Book thoroughly before initiating design and shall be familiar with all applicable requirements of the Pattern Book, Tentative and Final Approvals and Recorded

- 1 Each Applicant desiring to construct single or multi-family housing or commercial buildings within Park Place is required to review the Pattern Book thoroughly before initiating design and shall be familiar with all applicable requirements of the Pattern Book, Tentative and Final Approvals and Recorded Site Plan for Park Place.
- 2 Each Applicant will submit a complete Application package, which includes a set of architectural and associated landscape plans to the ARC for review and comment. The plans will designate for which type of lot the building is designed and will list the exterior design elements to meet the required uniqueness specifications set forth in the Pattern Book.
- 3 The ARC will review the Application, including, but not limited to, the elevations, material specifications, color selections, landscape layout, and other design factors in accordance with all relevant Pattern Book standards. If approved, a Certificate of Compliance in the form of a letter will be issued by the ARC to the applicant. A Certificate of Compliance may contain conditions set by the ARC which relate to the requirements of the Pattern Book, Tentative Approval, Final Approval of each Phase, or that preserve the Traditional Neighborhood concept and principals of New Urbanism. Once a Certificate of Compliance is issued, the Applicant is then authorized to use the Application design subject to a specific subsequent review and approval process by the ARC on a lot by lot basis in its sole discretion. If denied, a specific list of deficiencies and suggestions will be provided to the builder/contractor/owner in the form of a letter. The Applicant may modify the master building plans to comply with the comments and deficiencies, and may resubmit to the ARC for review and approval. This process will be repeated as many times as necessary until the plans comply.

- 4 For each building or structure to be built, the applicant will submit to the ARC a design review Application. The Application will consist of:
 - a. Survey showing the proposed placement of the building.
 - b. Set of architectural plans and landscape plans.
 - c. An elevation specification detailing the exterior material specifications, color selections, landscape layout, and other design factor modifications which demonstrate the building's conformance to the requirements for "non-duplication" of similar design elements for adjacent buildings and "streetscape".
 - d. Other information as may be necessary to explain or support the proposed building or alteration.

- 5 The ARC will review the Application outlined above. If the ARC denies the Applicant's submittal, specific comments and suggestions will be provided to the Applicant so that he may make appropriate corrections to bring the design into compliance. The Applicant may resubmit the plans to the ARC until approval is granted or until the Applicant chooses to withdrawal the application or declines to resubmit. If the ARC approves the design with or without conditions, the Applicant will receive a Certificate of Compliance in letter form by the ARC. The Applicant will then follow the standard Cranberry Township building permit application process. The Compliance Certificate must accompany the building permit application submission.

Enforcement:

Any unauthorized changes by any builder which varies from the approved Application will constitute a zoning violation and may be subject to any penalties and enforcement remedies set forth in the ordinances of the Township of Cranberry. In addition, any such variations from the approval Application will be deemed a violation of these covenants and subject to the enforcement remedies of the Association.

EXHIBIT "D"

"Service Areas"

The only permitted Service Areas are the following:

- Phase M-1 120 Apartments & Retail Space
- Phase M-2 108 Apartments
- Phase M-3 67 Townhomes
- Phase 1 49 Single Family Homes
- Phase 2 30 Single Family Homes
- Phase 2 25 Townhomes
- Phase 3 29 Single Family Homes
- Phase 4 25 Single Family Homes
- Phase 5 52 Townhomes
- Phase 6 16 Single Family Homes
- Phase 6 54 Townhomes
- Phase 7 57 Townhomes
- Phase 8 252 Apartments

EXHIBIT "E"

"Class B Fee Assessments"

The M1 and M2 Phases and Phase 8 Owner(s) shall be assigned the following responsibilities and assessment(s) and/or other costs as specified below.

- 1) The M1 and M2 Phases and Phase 8 Owner(s) shall be responsible for the maintenance, repair and replacement of all Common Elements located within the M1 and M2 Phases and Phase 8.
- 2) The M1 and M2 Phases and Phase 8 Owner(s) shall be exempt from base, service area and special assessments issued by the Park Place Planned Community.
- 3) The M1 and M2 Phases and Phase 8 Owner(s) shall pay a Clubhouse and Pool fee of \$68.00 (sixty-eight dollars) per month per apartment unit through December 31, 2028. Payment starts upon receipt of the occupancy permit and is not prorated.
 - a) The M1 and M2 Phases and Phase 8 Owner(s) shall pay one share per apartment unit of any Clubhouse and Pool capital improvement approved by the Clubhouse and Pool Board in accordance with the Association By-Laws and authorized by the Association Board.
- 4) After December 31, 2028 the M1 and M2 Phases and Phase 8 Owner(s) shall pay one share per apartment unit of the annual Clubhouse and Pool budget including any capital improvement approved by the Clubhouse and Pool Board in accordance with the Association By-Laws and authorized by the Association Board. Alternatively, the Association can negotiate a fixed, per apartment unit fee for no more than 5 years term which shall include the same capital improvement payment(s) as specified in item 3 (b) above.

Should the Association decide to construct an additional pool and/or clubhouse, the M1 and M2 Phases and Phase 8 Owner(s) shall work with the Association to develop a mutually agreeable design and cost estimate. All of the costs associated with the project, including but not limited to all design, construction, permitting, and commissioning shall be equally divided and paid, 50% (fifty percent) by the Association and 50% (fifty percent) by the M1 and M2 Phases and Phase 8 Owner(s).