



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

Instrument Number: 2019-16788

BK-DE VL-17649 PG-309

Recorded On: June 11, 2019

As-Deed Agreement

Parties: MERO SOUTH PARK VENTURES L L C

To FLATS AT SUMMIT STATION L L C

# of Pages: 60

Comment: DECLARATION

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

Deed Agreement 166.75  
 0  
 0  
 Total: 166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 06-11-2019 / S B
NOT A DEED OF TRANSFER

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

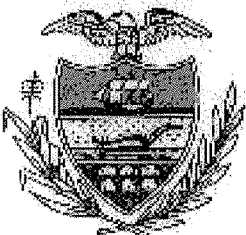
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**File Information:**

**Record and Return To:**

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MEYER UNKOVIC & SCOTT LLP  
 WILL CALL  
 PITTSBURGH PA 15219



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

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
SUMMIT STATION, A FLEXIBLE PLANNED  
COMMUNITY**

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BY

MERO SOUTH PARK VENTURES LLC,  
a Pennsylvania limited liability  
company

AND

FLATS AT SUMMIT STATION LLC, a  
Pennsylvania limited liability  
company

**RECORDER:  
WILL CALL**



Kevin F. McKeegan, Esquire  
Meyer, Unkovic & Scott LLP  
535 Smithfield Street, Suite 1300  
Pittsburgh, PA 15222  
(412) 456-2838

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**  
**(Summit Station Neighborhood Association, Inc.)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT STATION, A FLEXIBLE PLANNED COMMUNITY (this "Declaration") is made this 7<sup>th</sup> day of June, 2019 by MERO SOUTH PARK VENTURES LLC, a Pennsylvania limited liability company ("Mero") and FLATS AT SUMMIT STATION LLC, a Pennsylvania limited liability company ("Flats"; Flats and Mero are sometimes hereafter collectively called "Declarants").

**WITNESSETH:**

WHEREAS, Mero is the owner of certain property (the "Mero Property") situate in South Park Township, Allegheny County, Pennsylvania being part of the land within the Summit Station Phase 1 Subdivision plan of record in the Office of the Allegheny County Department of Real Estate in Plan Book Volume 298, page 106 ("the Plan");

WHEREAS, the Mero Property consists of Lots 1 to 41, inclusive, as shown on the Plan, Parcel 3 as shown on the Plan, Parcel 7 (Lot A) as shown on the Plan, Parcels 9 to 12, inclusive as shown on the Plan, Parcels 14 to 19, inclusive as shown on the Plan, Parcels 21 to 26, inclusive as shown on the Plan, and, Parcel 27 as shown on the Plan; and

WHEREAS, Flats is the owner of certain property (the "Flats Property") also situate in South Park Township, Allegheny County Pennsylvania (the "Township"), also being part of the land within the Plan; and

WHEREAS, the Flats Property consists of Parcel 6 as shown on the Plan; and

WHEREAS, an overall scheme for development of the Mero Property and Flats Property consistent with the terms of Township Ordinance No. 683 (the "TOOD Ordinance") received conditional use approval as a "Transit Oriented Overlay Development" (the "Master Plan Approval") from the Township on February 20, 2018 ; and

WHEREAS, as contemplated by the Master Plan Approval Mero intends to develop the Mero Property with a mix of attached residential dwelling units (the "Attached Units") and detached residential dwelling units (the "Detached Units") a community center, common and public open space and other common improvements and amenities; and

WHEREAS, as contemplated by the Master Plan Approval, Flats intends to develop the Flats Property with two (2) multi-family apartment buildings (the "Apartment Buildings"); and

WHEREAS, all of the development to be undertaken by Mero and Flats is herein collectively called the "Initial Project"; and

WHEREAS, the Initial Project shall be developed on those parts of the Property defined below as the "Initial Project Property"; and

WHEREAS, Declarants have established a general plan for the improvement and development of the their respective properties, and do hereby establish the covenants, conditions, and restrictions upon which and subject to which the Initial Project Property shall be improved or sold and conveyed by them as owner thereof; and

WHEREAS, the TOOD Ordinance requires the creation of a homeowners' association or other legal entity in order to provide for the perpetual care and maintenance of open space in developments approved under the TOOD Ordinance; and

WHEREAS, Declarants also deem it desirable, for the efficient preservation of the values and amenities intended for the Initial Project Property and any real property that may hereafter be submitted by either Mero or Flats to the terms of this Declaration, to create an association to which shall be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and distributing the assessments and charges hereinafter created; and

WHEREAS, Declarants intend that for the Initial Project Property this Declaration meet the requirements of the TOOD Ordinance.

NOW THEREFORE, Declarants hereby declare that the Initial Project Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

**SECTION 1.0: DEFINITIONS; CREATION OF PLANNED COMMUNITY**

1.1 Definitions. As used herein, the following terms shall have the specific definitions set forth below when used in this Declaration:

a. "Act" shall mean the Pennsylvania Planned Community Act, codified at 68 P.S. § 5101, et. seq.

b. "Additional Real Estate" shall mean any real estate subsequently submitted to the terms of this Declaration and added to the Planned Community by either of the Declarants and in accordance with the Act.

c. "Assessments" is the collective term for the following Association charges:

i. "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 14.5.

ii. "Limited Common Element Assessment" is the amount allocated to each Owner benefited by a Limited Common Element to meet the Association's expenses with respect to the Limited Common Element or Limited Common Elements in question.

iii. "Special Assessments" may be charged to each Unit for capital improvements or emergency expenses, in accordance with Section 15.6.

iv. "Individual Unit Assessments" is a charge made to a particular Unit for charges relating only to that Unit, as provided in Section 15.7.

d. "Apartment Buildings" shall mean and refer to the two (2) multi-family apartment buildings and ancillary detached garage buildings intended to be constructed on the Apartment Property (defined below); each multi-family apartment building is intended to contain ninety (90) dwelling units.

e. "Apartment Property" shall mean Parcel No. 6 in the Plan upon which the Apartment Buildings are to be constructed; the Apartment Property is the Flats Property.

f. "Association" shall mean and refer to the Summit Station Neighborhood Association, Inc., a Pennsylvania non-profit corporation.

g. "Attached Unit Parcels" shall mean for the Initial Project Property Parcels 9-12 (inclusive), 14-19 (inclusive), and 21-26 (inclusive) on the Plan that are to be subsequently further subdivided for use as attached single-family dwellings by townhouses, row houses or similar structures, and, for any real property subsequently submitted to the terms of this Declaration, any parcel upon which attached single-family dwellings such as townhouses, row houses or similar structures are to be erected.

h. "Attached Units" shall mean the individual single-family dwellings within the Buildings to be erected on the Attached Unit Parcels.

i. "Bioretention Areas" shall mean the four (4) stormwater management best management practice areas constructed and located in the TOD Open Space and identified as Bioretention Area 1A, Bioretention Area 1B, Bioretention Area 2 and Bioretention Area 3 on a plan labeled "Overall Post Construction Stormwater Management Plan" prepared by GAI Consultants, bearing GAI File Number C160369-04-009-001-C-E1-013, last revised September 13, 2018 a copy of which is attached to the Storm Water Covenants. The Bioretention Areas are Common Facilities and include an eight (8') foot wide maintenance bench for access, gate and fencing.

j. "Community Center" shall mean and refer to the Building and ancillary facilities and amenities to be erected on Parcel 7 (Lot A) on the Plan which

shall be generally be used for purposes benefiting the Owners including mail and package delivery, pet care facilities, exercise areas, gathering and game rooms, a swimming pool and play areas; the Community Center shall also contain office areas to be controlled by Declarant pursuant to Section 5.1.1, below.

k. "Common Facilities" shall mean and refer to the HOA Property (defined below), any real estate within the Planned Community, labeled or otherwise described as such on the Plan, and any real property, so labeled or described on any plan referred to in any amended declaration hereafter recorded, as well as any other real property owned by Declarant or conveyed to the Association for the common use and enjoyment of each Owner. "Common Facilities" shall also include the Community Center as well as the play area and swimming pool and other similar, amenities, improvements or facilities located within the Parcel 7 (Lot A) on the Plan , the guest parking areas to be located on Parcels 13 and 20 on the Plan, all walking or bicycle trails in the Planned Community, other than the "Montour Trail" as located on the TOOD Open Space (defined below) , all common utilities such as storm water facilities not otherwise maintained by public authorities or public utility companies, including but not limited to the Bioretention Areas, utility easements and other easement rights or personal property serving more than one Lot which are not otherwise owned or maintained by public authorities or public utility companies, street lighting not otherwise owned and maintained by public authorities, sidewalks (except for sidewalks directly abutting an Attached Unit Parcel or Detached Unit Parcel), and any other property of any type specifically designated as Common Facilities.

l. "Controlled Facilities" shall mean any real estate, whether or not part of a Unit, that is not owned by the Association but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

m. "Convertible Real Estate" shall mean land not within a building containing a Unit, within which additional units or limited common elements or any combination thereof may be created.

n. "Declarants Control Period" shall mean the time period extending from the date of conveyance of a Unit to a person other than Declarants and ending seven (7) years thereafter but subject to earlier termination as provided for in the Act [See 68 Pa. C.S. A. §§5303(c)(3) and (d)].

o. "Design Code" shall mean and refer to the code that establishes the plan for development of the Planned Community through its regulations of land use and architecture. The Design Code will be prepared by Declarants as they, in their sole discretion, deem to be in the best interest of the Planned Community. The Design Code does not need to be recorded to be effective but can be obtained from the Design Review Board.

p. "Design Review Board" is the panel established to administer the Design Code, and described in Section 7. The Design Review Board shall not be effective until after the expiration of the Declarants Control Period.

q. "Detached Unit Parcels" shall mean for the Initial Project Property, Lot No's 1-41 (inclusive) on the Plan upon which detached single-family houses are to

be constructed, and, for any real property subsequently submitted to the terms of this Declaration, any parcel upon which detached single-family houses are to be erected.

r. "Detached Units" shall mean the single-family Buildings to be erected on the Detached Unit Parcels.

s. "Executive Board" shall mean and refer to the body designated to act on behalf of the Association.

t. "HOA Property" shall mean Parcel No. 7 (Lot A) on the Plan which will contain the Community Center, a swimming pool, an office and similar amenities, Parcels 13 and 20 on the Plan, which shall be used for guest parking purposes only, and other non-buildable Lots or areas, if any, on the Plan.

u. "Initial Project Property" shall mean collectively and together the Mero Property and the Flats Property, which Initial Project Property encompasses the Apartment Property, the HOA Property, the Lot Development Property (defined below) and the TOOD Open Space (defined below).

v. "Limited Common Element" shall mean a portion of the Common Facilities allocated or pursuant to the Declaration or by the operation of Section 5202(2) or (3) of the Act for the exclusive use of one or more but fewer than all of the Units."

w. "Lot Development Property" means Parcel No.'s 9-26 (inclusive), and Lot No.'s 1-41 (inclusive) on the Plan upon which the Attached Units, Detached Units and guest parking areas (Parcels 13 and 20) within the Initial Project Property are to be constructed; the Lot Development Property is the Mero Property

x. "Lot" shall mean and refer to each and any of (i) the Apartment Property, (ii) the parcels and lots shown on the Plan that make up the HOA Property, the Lot Development Property and the TOOD Open Space and (iii) any subdivided lots created by Declarants within real property subsequently submitted to the terms of this Declaration. "Lot" shall also include the individual subdivided lots for Attached Units to be subsequently created from the Attached Unit Parcels; Declarants intend that up to seventy (70) "Lots" shall be created within each separate Attached Unit Parcel based upon the number of "Building Lots" specified on the Plan for each Attached Unit Parcel. As used in this Declaration, "Lot" shall be synonymous with "Unit", as the word "Unit" is used in the Act.

y. "Member" shall mean each individual Owner of any Lot in the Planned Community.

z. "Owner" shall mean and refer to the owner of record, whether of one or more persons or entities, to any Lot.

aa. "Planned Community" shall mean and refer to Summit Station, a Planned Community, created pursuant to this Declaration and the Act.

bb. "Special Vehicle" shall mean commercial vehicles, construction or like equipment, or mobile trailers, stationary trailers, boats, boat trailers, vans, recreational vehicles, R.R. vans, motor homes, campers or motorcycles.

cc. "Storm Water Covenants" shall mean that certain "Instrument for the Declaration of Restrictions and Covenants" by Mero and recorded in the Allegheny County Department of Real Estate in Deed Book Volume 17432, Page 458, including all appendixes and attachments thereto.

dd. "TOOD Open Space" shall mean Parcel No. 5 (Lot B) on the Plan. TOOD Open Space shall be used strictly in accordance with the TOOD Ordinance.

ee. "TOOD Ordinance" shall mean and refer to South Park Township Ordinance No. 683.

ff. "Unimproved Lot" shall mean a Lot within the Lot Development Property on which no completed and inhabitable improvements are erected.

gg. "Unit" shall mean Attached Units, Detached Units and the Apartment Property.

1.2 Amendment of Definitions. In the event that any amendment of this Declaration for the creation of Lots, Common Facilities or Limited Common Elements in any Additional or Convertible real estate requires the forgoing definitions to be amended and/or supplemented to appropriately reflect the characteristics of any newly created Lot, Unit, Common Facilities or Limited Common Elements in any additional or converted real estate, the Declarants shall have the right to so amend or supplement these definitions without the approval of the Association or any Owner.

1.3 Other Terms. Capitalized terms not otherwise defined herein shall have the meanings specified or used in § 5103 of the Act, or if not defined in Section 5103 of the Act but used in the Act shall have the meanings used in the Act. As used in this Declaration, the words "family" or "single family" shall have the same meaning as the word "Family" in the South Park Township Zoning Ordinance in effect on the date of recordation of this Declaration.

1.4 TOOD Ordinance and Approval of Project. In the event of any inconsistency between this Declaration, the TOOD Ordinance and the terms and conditions of the Master Plan Approval, then the TOOD Ordinance and the terms and conditions of the Master Plan Approval shall take precedence and control. The Master Plan Approval is not assignable by Developers without the Township's prior approval. The Master Plan Approval shall automatically terminate unless either (i) within five (5) years from the date of issuance of the Master Plan Approval construction of at least sixty (60%) of the improvements shown on the TOOD Master Plan has commenced, or (ii) the term of the Master Plan Approval is extended in writing by the Township.

1.5 Creation of Planned Community. Declarants hereby submit the Initial Project Property together with all easements, rights and appurtenances thereto and



the buildings and improvements erected or to be erected thereon to the Act and hereby creates with respect to the Initial Project Property the Planned Community.

## **SECTION 2.0: DECLARANTS' RESERVATIONS**

2.1 Declarants intend that the Planned Community shall be a "Flexible Planned Community" as that term is defined in the Act. Accordingly, In addition to the other rights reserved to Declarants elsewhere in this Declaration, Declarants specifically reserve the right to add Additional Real Estate to the Planned Community, and to provide for additional Buildings, Units, Common Facilities and Limited Common Elements in the Planned Community. Any such Additional Real Estate or Convertible Real Estate shall be added or converted from (i) Parcel No.'s 1, 2, 4 and 8 on the Plan or (ii) the lands described on Exhibit A, hereto all of the land described in (i) and (ii) being the "Flexible Land".

2.1.1. Time Limitation on Conversion. The Declarants' rights under Section 2.1 of this Declaration shall terminate ten (10) years from the date of the recording of this Declaration. Except as may otherwise be agreed to in writing by the Declarants, there are no circumstances under which the Declarants' rights under this Section 2 shall terminate prior to expiration of ten (10) years from the date of the recording of this document.

2.1.2 Limitation on Declarants' Rights. Other than those created or imposed by the operation of law, there are no other limitations upon the Declarants' rights set forth in Section 2.1 of this Declaration.

2.1.3. Effect of Exercise of Declarant's Rights. In the event that either Mero or Flats exercises its rights under Section 2.1 of this Declaration, the interest in the Association, the share in common element expenses and the extent of voting rights in the Association appurtenant to each Lot in the Planned Community will be adjusted based upon the formula contained in Section 8.2, below.

2.1.4. Real Estate Convertible and Addable at Different Times. Subject to the time limitation in Section 2.1.1, each of the Declarants shall have the right to add, and/or covert real estate at any time, and no assurances are made with regard to the boundaries of any real estate that may be added or converted, nor as to the order in which any portion of such real estate may be added or converted. If any portion of the Flexible Land is added or converted, the balance of the Flexible Land need not be added or withdrawn.

2.1.5. Maximum Number of Additional Lots. The maximum number of additional Lots that may be included in any Additional or Convertible real estate shall not exceed a total of four hundred forty (440) Lots, unless part of the Flexible Land abutting the Property but not now owned by either of the Declarants is later annexed to the Property.

2.1.6. Compatibility of Additional Buildings and Units. No assurances are made with respect to the compatibility of any Buildings and Units constructed on Additional and/or Convertible Real Estate with respect to the architectural style,

quality of construction, principal materials employed in construction or size compared to Buildings and Units already constructed in the Planned Community.

2.1.7. Restrictions Affecting Use, Occupancy and Alienation Shall Apply. All restrictions set forth in the Declaration affecting the use, occupancy and alienation of Buildings and Units shall apply to any Buildings and Units intended for residential use and constructed on any Convertible or Additional real estate. If within the Flexible Land Declarant adds Additional Real Estate to the Planned Community that will not be used for residential purposes, then at the time such real estate is added, Declarants shall amend this Declaration to include specific restrictions affecting use, occupancy and alienation of such non-residential real estate.

2.1.8. General Description of Other Improvements. No assurances are made with regard to the general description of the any improvements, Buildings, Units, Common Facilities and/or Limited Common Elements that may be made, constructed or placed upon any Additional and/or Convertible real estate.

2.1.9. Locations of Additional Buildings, Units and Other Improvements. No assurances are made with regard to the location of any Buildings, Units, Common Facilities and/or Limited Common Elements or other improvements that may be made or constructed within Convertible or Additional real estate, and there are no limitations as to the locations of any such Buildings, Units or other improvements that may be made or constructed within any Additional and/or Convertible real estate.

2.1.10 Type of Additional Limited Common Elements. No assurances are made with regard to the general types or sizes of any additional Limited Common Elements that may be constructed within any Convertible and/or Additional real estate.

2.1.11 Proportion of Additional Limited Common Elements. No assurances are made that the proportion of Limited Common Elements to Units created within any Convertible and/or Additional Real Estate shall be approximately equal to such proportion existing within other parts of the Planned Community.

2.1.12 Assurances. The assurances, if any, set forth in Section 2.1.5 through Section 2.1.11 shall not apply to any part of the Flexible Land not added to the Planned Community. In particular, and without limiting the generality of the foregoing, it is likely that all or part of Parcel 4 on the Plan will be developed for commercial or other non-residential purposes and, accordingly, Parcel 4 on the Plan may be developed under separate covenants and controls. If Parcel 4 on the Plan is developed for commercial or non-residential purposes then, unless otherwise specified by Declarant in writing, none of the terms, covenants or provisions of this Declaration shall apply to Parcel 4 on the Plan.

2.1.13 TOOD Open Space; TOOD Ordinance. Notwithstanding anything herein to the contrary, in no event or circumstance shall the TOOD Open Space be considered or treated as Additional or Convertible Real Estate, nor may any TOOD Open Space be withdrawn from the Planned Community or this Declaration. Further, any changes to land development types, density, area and bulk controls and/or connectivity patters occasioned by or resulting from either Declarant's exercise of its

rights regarding the Flexible Land may require amending previously issued Township approvals or submission of requests for new Township approvals under and pursuant to the TOOD Ordinance and no assurances are made that any such amendments or approvals will be granted by the Township.

### **SECTION 3.0: PERMITTED AND PROHIBITED USES OF LOTS**

3.1 Use and Occupancy of Lots & Buildings. The occupancy and use of the Initial Project Property and any buildings erected thereon ("Buildings") shall be subject to the following restrictions:

3.1.1 Residential Use. No part of the Attached Unit Parcels or Detached Unit Parcels shall be used for a purpose other than housing and the related common purposes for which the planned residential development was designed. No part of the Apartment Property shall be used for a purpose other than multi-family housing and related common or supporting purposes such as management, maintenance or parking facilities. After subdivision pursuant to Section 5.6, below, Attached Unit Parcels shall be used only for an Attached Unit and no ancillary or other structures or facilities shall be permitted on an Attached Unit Parcel. Each Detached Unit or any two or more adjoining Detached Unit Parcels used together shall be used as a residence for a single family and such other related uses permitted by this Declaration and for no other purposes. No improvement or structure whatsoever, other than a private dwelling house, decks and patio walls, in-ground swimming pools (if permitted under Section 4.2.4, below) and legally permitted ancillary structures, including for storm water facilities, water meter pits or other utilities, may be erected, placed or maintained on a Detached Unit Parcel. No Owner shall permit his Lot to be used or occupied for any prohibited purpose.

3.1.2 Walls and Fences. Declarants reserve the right to install chain link or other fences around storm water detention areas located in the Common Facilities, along or near all walking or bicycle trails or bridges within the Initial Project Property, and, as may be appropriate, in and around portions of the Community Center, such as the swimming pool. Otherwise, the locations of any walls or fences and all wall and fence materials and types and colors of walls and fences must comply with the Design Code and must be approved in writing by the Design Review Board before installation. Without limiting the foregoing, no Owner may install chain link fences on any Lot.

3.1.3 Commercial Activities. As set forth in Section 5.1.1, below, Declarants reserve for themselves and their assignees the right to maintain, sales, leasing and management offices at the Community Center. Except for such rights reserved to Declarants or as otherwise provided for in this Section 3.1.3, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Initial Project Property. Notwithstanding the foregoing, (a) a small restaurant/delicatessen/cafe, day-care center for children, washing or grooming facility for household pets or similar business intended to primarily serve residents of the Planned Community may be included within the Community Center, and (b) nothing contained in this Subsection shall be construed to prevent or prohibit an Owner from maintaining her or his personal

professional library, keeping her or his personal business or professional records or accounts, handling her or his personal business or professional telephone calls, conferring with business or professional associates, clients or customers, on her or his Lot or conducting a "home occupation" or similar business so long as no signage related to such home occupation is visible outside of the exterior of the Unit and only if permitted by, and subject to the restrictions contained in the South Park Township Zoning Ordinance.

3.1.4 Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Facilities, except no more than three (3) household pets for the pleasure and use of the occupants, subject to Rules and Regulations (as defined in Section 3.2(d)) adopted by Declarants, which Rules and Regulations may exclude any kind of pet by type or category, including breeds predisposed to being dangerous or vicious to humans or other animals. Permitted household pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any Lot upon three (3) days written notice from the Association.

3.1.5 Signs. Except for entrance, identification and directional type signs to be erected by Declarants as part of the Project, no sign of any character shall be erected, placed, permitted, maintained or displayed upon any Attached Unit Parcel or Detached Unit Parcel or any Attached Unit or Detached Unit except: (i) a single "For Rent" or "For Sale" sign, referring only to the Lot on which displayed, not to exceed six (6) square feet in size, (ii) not more than two (2) signs indicating the presence of security systems in the Building, not to exceed one (1) square foot in size each, and (iii) any signs permitted pursuant to Section 5.1.2 and Section 12.5 of this Declaration. Declarants reserve for themselves and their assignees all rights to erect or place signs of any type or size in, on or about the Apartment Property or the HOA Property and nothing contained in this Declaration shall limit or restrict the number, type or size of signs in, on or about the Apartment Property or the HOA Property.

3.1.6 Commercial and Other Vehicles. No Special Vehicles shall be stored or parked on any Lot except (i) with the prior written permission of at least one of the Declarants or the Association or (ii) while parked in a completely enclosed garage. In no event shall any Special Vehicle be parked on any street in the Property, except while engaged in transporting to or from a residence in the Property. No Special Vehicle shall be stored or parked at any time on the Common Facilities.

3.1.7 Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Unit. The Association may from time to time define and determine unacceptable uses.

3.1.8 Obstruction of Easements. No Owner shall do any work or any other act which would impair any easement or hereditament without the consent of Declarant or Association, whichever may be affected thereby.

3.1.9 Outbuildings; Accessory Structures. No tent or carport shall be permanently erected upon any Lot. Except as accessory structures to the Apartment Buildings or to the Common Facilities on the HOA Property, no outbuildings, garage,

shed, trailer or temporary Building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary Building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent (a) the use of a temporary construction shed or trailer during the period of actual construction of any structure on any Lot in the Property or (b) the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction. Any storage shed constructed as an accessory structure on a Lot containing a Detached Unit shall be hidden from view from the street fronting or on the side of the Detached Unit and shall be made of a material acceptable to Declarant, but no metal shed shall be approved. Storage sheds and garages as accessory structures shall be prohibited on Lots containing Attached Units or Detached Units.

3.1.10 Wetlands. Any so-called "jurisdictional" or "regulatory" wetlands on any Lot shall be preserved in strict accordance with applicable law.

3.1.11 Soliciting. The Association may regulate or prohibit soliciting within the Planned Community.

3.1.12 Time Sharing. No time-share ownership of Units is permitted.

3.1.13 Earth Moving Activities. No grading, excavating, earth moving activities or other disturbance of the ground shall be conducted by any Owner, its contractors, agents or representatives, anywhere in the Planned Community, without first submitting the plans to and obtaining the written consent of the Association.

3.1.14 Ground Water. The use of ground water at the Planned Community is prohibited.

3.1.15 Attractiveness, Maintenance and Safety of Units. Each Owner shall keep all parts of his Unit in good order and repair and free from debris. Without limiting the generality of the foregoing, no clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Units. The Design Code or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Units. Without limiting the generality of the foregoing, each Owner shall be solely responsible for the maintenance, repair and upkeep of the Owner's Unit. The Association shall have no responsibility for such maintenance, repair and upkeep but may enforce the terms of this Declaration in the event any Owner fails to properly maintain or repair that Owner's Unit.

3.1.16 Special Restrictions Regarding Soil Disturbance. A limited part of the Initial Project Property is within land that prior owners, such as CONSOL Corporation, used for mining and energy research facilities. Investigations and testing of the soils in those parts of the Initial Project Property previously used for those purposes detected levels of "Volatile Organic Compounds", benzene and several other compounds, metals and chemicals in excess of the Pennsylvania-statewide concentration allowances. Mero and Flats have reviewed these reports and based on

accepted environmental engineering practices, Mero has chosen to remediate the condition by placing a four-foot (4') cap of clean soils over the Attached Unit Parcels so that the residents of the homes constructed above the materials in question would not be affected by them. This four-foot (4') cap of clean soils, is in excess of the 18" to 24" clean soil cap typically placed on similar sites to ensure separation between possibly contaminated soils and the surface of the land. Any structures erected on an Attached Unit Parcel shall make use of shallow foundations to also ensure that there is no penetration of the four-foot (4') clean soil cap. Based upon these actions, Mero reasonably believes that environmental concerns relating to the possibly impacted soils are appropriately remediated. No grading, earth moving, digging or similar activities, such as landscape planting, construction of additions, or installation of decks, patios or similar features may occur on any Attached Unit Parcel that would disturb or penetrate the four-foot (4') clean soil cap. Any Owner violating this restriction will be solely responsible and liable for any injury or harm if the Owner does disturb or penetrate the four-foot (4') clean soil cap. As to the Flats Property, Flats has determined that the quantity and type of materials in question is less and of lower significance than the materials identified on the Attached Unit Parcels but nonetheless, Flats will similarly remediate the condition by placing a cap of clean soils over the impacted areas at least eighteen (18") to twenty-four (24") inches deep. Based upon this, Flats reasonably believes that environmental concerns relating to the possibly impacted soils are appropriately remediated. Flats, for itself, its successors and assigns, covenants and agrees that not grading, earth moving, digging or similar activities shall occur on the Flats Property that would disturb the clean soil cap installed by Flats.

3.2 Use of Common Facilities. The use of the Common Facilities shall be subject to the following restrictions:

a. Obstruction of Common Facilities. Except for fences and walls installed or erected by either of the Declarants, there shall be no obstruction of the Common Facilities nor shall anything be stored in the Common Facilities without the prior consent of Declarant except as herein expressly provided. Without limiting the generality of the foregoing, no clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials. Except as may be installed by either of the Declarants or the Association, no benches, chairs or other personal property shall be installed, placed or left on any of the Common Facilities. Parking of vehicles is not permitted on any part of the Common Facilities except (i) on Parcels 13 and 20 on the Plan, (ii) within specifically designated and designed parking areas within the TOOD Open Space, (iii) within specifically designated and designed parking areas adjacent to the Community Center and (iv) otherwise with the express prior consent of one of the Declarants or the Association.

b. Encroachments on Common Facilities. No Owner shall make any installation which extends beyond the physical limits of the Owner's Lot.

c. Insurance Risk; Compliance with Law; Waste. Nothing shall be done or kept in the Common Facilities which will increase the rate of insurance thereon, or on the contents thereof, without the prior written consent of at least one of

the Declarants. No Owner shall permit anything to be done or kept in his Lot nor in the Common Facilities which will violate any law, statute, ordinance or regulation or any governmental body or which will result in the cancellation of any insurance maintained by either of the Declarants or the Association. No waste shall be committed in the Common Facilities.

d. Rules and Regulations. Reasonable rules and regulations (the "Rules and Regulations"), not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Facilities, may be promulgated from time to time by the Association, subject to the right of the Association to change the Rules and Regulations. Copies of the then current Rules and Regulations and amendments thereto shall be furnished to all Owners by the Association promptly after the adoption of the Rules and Regulations or any amendments thereto.

3.3 Occupancy of Buildings. No Building shall be occupied in any manner while in the course of construction, nor at any time prior to the Township issuing an occupancy permit (temporary or permanent) allowing the Building to be legally occupied.. Nor shall any Building, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth.

### 3.5 Enforcement.

3.5.1 Owner's Responsibility. Each Owner and Owner's family members, guests and tenants shall conform and abide by the covenants contained in this Declaration and the Rules and Regulations which may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

3.5.2 Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given ten (10) days' notice (which may come from the Executive Board or its designated agent) and an opportunity to be heard in person by the Executive Board at a mutually convenient time and place not later than twenty (20) days after the date of the notice. After such hearing, the Association shall have the right to assess reasonable fines, up to the maximum allowed by law and may restrict the Owner's use of the Common Facilities for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Unit as an assessment. Any fines collected shall be contributed to the general fund of the Association.

3.5.3 Tenant Violations. If a tenant is believed to be in violation of this Declaration or the Rules and Regulations, and such violation has not been corrected or remedied, the Association shall notify the Owner and the tenant and provide an opportunity for a hearing as provided in Section 3.5.2. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or

the Rules and Regulations, the Association may assess fines against the Owner as provided in Section 3.5.2.

3.5.4 Corrective Action for Unit Maintenance. If the Association determines after notice and hearing as provided in Section 3.5.2 that any owner has failed to maintain any part of his Unit (including the exterior of any Unit, any yard or landscaped area, and any wall, fence or other improvement) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Design Code and Rules and Regulation, the Association shall notify the Owner of its findings and may assess fines as provided in Section 3.5.2. If the violation continues for ten (10) days after notice to the Owner, the Association shall have the right without liability to enter upon such Unit to correct, repair, restore, paint and maintain any part of such Unit and to have any objectionable items removed from the Unit. The Association may reduce or eliminate the time for notice if it believes the condition created a hazard. All costs related to such action shall be assessed to the Owners as an assessment.

3.5.5 Covenants' Committee. The Association may appoint a Covenants' Committee, composed of Owners, to hear violations of this Declaration or the Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Section 3.5.

3.5.6 Additional Remedies. All remedies listed in this Section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce this Declaration and the Rules and Regulations, as described in Section 18.2.

#### **SECTION 4.0: BUILDING STANDARDS**

4.1 Declarants' Rights to Control Improvements. During the Declarant Control Period, for the purpose of insuring the development of the Initial Project Property as an area of high standards, either one of the Declarants shall have the power to control the Buildings, structures and other improvements placed on each Lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as either one of the Declarants shall deem necessary and proper. During the Declarant Control Period, no Building or other improvement shall be constructed on the Initial Project Property without at least one of the Declarant's prior written consent.

4.2 Minimum Standards for Attached Unit Parcels and Detached Unit Parcels. Notwithstanding the foregoing right to approve building plans, the following minimum standards shall apply to Attached Unit Parcels and Detached Unit Parcels:

4.2.1 Lawns. All lawns must be either seeded, sodded or landscaped, and such seeding, sodding or landscaping must be done within six (6) months or the next immediate growing season after erection of the residence on any Lot, whichever first occurs.



4.2.2 Driveways. All driveways must be paved with concrete, brick, or asphalt within one (1) year from issuance of a building permit for the Lot. Off-driveway parking pads or areas are prohibited.

4.2.3 Facings. Except for brick, stone, vinyl siding or hardie-plank all other Building facing material must be pre-approved in writing by Declarant as to both material and color before being installed on any dwelling or structure.

4.2.4 Swimming Pools. A swimming pool will be part of the Community Center. Otherwise, no swimming pools may be installed on any Attached Unit Parcel. With the express written consent of Mero or the Association, and subject to reasonable conditions regarding location, fencing, screening and noise mitigation, in-ground swimming pools may be installed on a Detached Unit Parcel.

4.2.5 Satellite Dishes. No satellite signal reception dishes larger than eighteen inches (18") in diameter shall be installed and then only in such locations as are approved by the Mero.

4.2.6 Trees. Declarant will install one (1) street tree of Declarant's selection, having a caliper of at least two inches (2") along the street line of each Detached Unit Parcel, except that for Lots 1, 18, 38 and 41 Declarant shall install three (3) street trees on each of said Lots. Declarant will also install one (1) tree in the front yard of each Attached Unit Parcel. After installation of said trees by Declarant, the Owners of each Lot shall be solely responsible for the care and maintenance of said trees and the Owners shall replace and replant any tree that dies, decays or becomes diseased within a reasonable time after notice thereof from the Executive Board.

4.3. Hedges, Walls and Fences. Hedges may be grown but only between the rear Lot line and a point not beyond the front setback building line and, on any Lots adjoining side streets, beyond the side building setback line, unless otherwise approved by Mero. Walls and fences shall be no higher than six feet (6'), except for supporting walls built by the Declarant.

4. Casualty; Damage or Destruction. In the event any Building or Common Facility is condemned or damaged by fire or other casualty (whether insured or not), the Owner upon whose Lot such Building is located, or the Association as to the Common Facility, shall, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event, provide an attractive barrier around the area, and within a reasonable time thereafter shall either (i) repair or restore the Building or Common Facility so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, or (ii) erect another Building on the Lot and/or provide for reasonably sufficient substitute Common Facilities, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such Building or Common Facilities and restore the cleared area to either a hard surface condition or a landscaped condition. The Owner or the Association, as applicable, shall have the option to choose which of the foregoing alternatives to perform, but shall be obligated to perform one (1) of such alternatives.

## **SECTION 5.0: EASEMENTS**

### 5.1 Easements. Declarants hereby create the following easements:

5.1.1 Easement for Sales and Management Offices. Declarants shall have an indefinite and perpetual easement and right to maintain sales, leasing and/or management offices in the Community Center within the area graphically depicted on Exhibit B. Declarants reserved rights include an indefinite and perpetual easement and right of ingress and egress for pedestrians and vehicles to enter the Flats Property, and the indefinite and perpetual right and privilege to enter and access the Community Center at any time, the right of exclusive use of such offices within the Community Center, including the right to secure and separately lock such office and facilities from other parts of the Community Center and to do so without rent, cost or charge, except that Declarants shall reimburse the Association for a proportionate share (based on square footage) of any insurance, utility or maintenance expense for the Community Center. Declarants reserves the right to assign their rights hereunder, in whole or in part, to any individual or entity providing management services or real estate brokerage services for all or any part of the Initial Project Property.

5.1.2 Easement for Advertising Signs. Declarants shall have the indefinite and perpetual right to maintain on the Initial Project Property, including without limitation, the Common Facilities, the TOD Open Space and any Lots whether or not owned by Declarant, such entrance identification, monument, or business signs (whether for the Initial Project or development on other property outside of the Initial Project Property), of such size and of such materials, as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarants may from time to time relocate such entrance identification, monument or business signs to such locations on the Common Facilities or the TOD Open Space as Declarants may elect.

5.1.3 Easement for Attached Units on Parcels 25 and 26. Mero shall install an access drive from Summit Drive to Parcels 25 and 26 for the benefit of the Attached Units to be built on those Parcels in order that the owners and occupants of those Attached Units will have ingress and egress to Summit Drive. Accordingly, Mero hereby grants, bargains, sells and conveys to the Owners of each Attached Unit on Parcel 25 and 26, and their respective heirs, successors, assigns, tenants, subtenants, invitees, guests or agents a non-exclusive easement and right to enter Parcels 25 and 26 over, across and upon the access drive as constructed and installed by Mero (the "Access Drive").

5.2 Utility Easements. The Initial Project Property shall be, and hereby is, made subject to easements in favor of Declarants, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Initial Project Property and/or other property outside of the Initial Project Property. The easements created in this Section 5.2 shall include, without limitation, rights of any governmental agency, authority or public utility, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and electric wires, conduits and equipment and

ducts and vents over, under, through, along and on the Lots, street rights-of-way and Common Facilities.

Notwithstanding the foregoing provision of this Section 5.2, unless approved in writing by the Owner(s) affected thereby, any such easement through a Lot shall be located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by Mero, or as shown on the Plan, or so as not to materially interfere with the use or occupancy of the Lot or any Building by its occupants.

5.3 Easement for Access to Property. Declarants reserve a permanent, non-exclusive perpetual right of access and easement on, over and under the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Initial Project Property and/or other property outside of the Initial Project Property, including rights to modify the location of improvements, if any, to the Common Facilities to facilitate such ingress, egress and regress, remove obstruction to the exercise of such rights of ingress, egress and regress, and grade or regrade landscaped areas of the Common Facilities. Without limiting the generality of the foregoing, Declarants specifically reserve a permanent, non-exclusive perpetual right of access and easement on, over and under those streets identified on the Plan as "Summit Drive," "Crown Drive" and "Peak Drive" so as to provide rights of ingress, egress and regress to and from Parcels 1, 2, 4 and 8 on the Plan and to facilitate and permit development and use of those Parcels for any purpose permitted under the TOD Ordinance and such right of access and easement shall exist regardless of whether such streets are dedicated to, accepted by or later vacated by the Township.

5.4 Declarants' Easement to Correct Drainage. During the Declarant Control Period only, Declarants shall have the right and privilege to enter the Common Facilities for the purpose of maintaining correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The right created by this Section 5.4 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary to achieve this purpose.

5.5 Declarants' Easement for Development of Property. Declarants reserve an easement on, over and under those portions of the Common Facilities for all purposes relating to the construction, development, leasing and sale of improvements on the Property. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of buildings materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

5.6 Lot Lines. Mero, its successors and assigns, may redefine Lots within the Lot Development Property by dividing or combining Lots or portions of Lots and adjusting the boundary and by recording an amended plan pursuant to §5210(e) of the Act. Mero, its successors and assigns, may also redefine boundaries of Lots pursuant to §5214 of the Act. Without limiting the foregoing, Mero or its successors and assigns shall create Lots for Attached Units by further subdivisions of the Attached Parcels

through the use of a townhouse for ownership (party wall), so-called "zero lot line" or other appropriate methods. Mero's rights or the rights of its successors and assigns to redefine Lots, further subdivide or combine Lots shall not impact any Owner's ability to construct a residential dwelling so long compliance is maintained with all applicable Township ordinances, other laws, rules and regulations or any conditions imposed by the Township on either approval of the Plan or the Master Plan Approval itself.

5.7 Termination of Easements. The easements created and reserved herein by or for either or both of the Declarants shall, unless specifically described to the contrary, shall run with the land, be for the benefit of Declarants and each of their successors and assigns, and continue perpetually unless and until released in writing by the Declarants or their successors and assigns, as the case may be.

5.8 Easement for Use of Common Facilities and TOOD Open Space.

5.8.1 Grant of Easement. Each Owner and each person (including Flats' tenants in the Apartment Buildings) residing on any property subject to the terms of this Declaration is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with other Owners and persons lawfully residing on the Property of the Common Facilities; provided, however, that the foregoing shall not include any office or facility maintained by Declarants on the HOA Property as reserved and described in Section 5.1.1, above.

5.8.2 Extent of Easement. The rights and easements of access and enjoyment created in favor of each Owner and such persons by this Section 5.8 shall be subject to the right of the Association to adopt Rules and Regulations governing the use of Common Facilities.

5.8.3 Tenants; Guests. Each Owner, including Flats (or any successor or assignee of Flats) as to tenants in the Apartment Buildings, may delegate, subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations, the Owner's right to enjoyment of the Common Facilities to family members, tenants (or subtenants), or guests. . The Association may adopt rules to prohibit or restrict use of the Common Facilities by a non-resident Owner and such non-resident Owner's guests, except when the Owner is a bona fide guest of aa resident Owner; provided, however, that the foregoing right of the Association shall not at any time limit or restrict the right of Flats (or any successor or assignee of Flats) to permit tenants and their guests (or subtenants and their guests) in the Apartment Building to enjoy the Common Facilities. If any Owner or any of his family, tenants, licensees, agents, or employees damages any of the Common Facilities as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an assessment payable by the responsible Owner. The Association may, but it not required to, seek compensation for damage from the guest, tenant, licensee, agent, employee or member of said owner's family who caused the damage, in which case the Owner shall be jointly and severally liable.

5.8.4 TOOD Open Space. Pursuant to the TOOD Ordinance, the TOOD Open Space is hereby declared to be subject to a non-exclusive, perpetual easement and right of entry in favor of the general public so as to permit the general public

access to the TOD Open Space; provided, however, that TOD Open Space may only be used for walking, running, biking and similar activities, and motorized vehicles shall be prohibited within or on TOD Open Space except (a) as used by persons confined to motor-driven wheelchairs, (b) in case of emergency, (c) as reasonably and necessary for the installation, construction, inspection, maintenance, repair, or replacement of any parking areas, trails, bridges or the Bioretention Areas, and (d) within and only on designated parking areas or driveway entrances to designated parking areas located on the TOD Open Space. The following activities shall be prohibited on TOD Open Space: (i) smoking or lighting of fires; (ii) consumption of alcoholic beverage; (iii) trapping or hunting; and (iv) discarding of trash, litter, or other waste, including without limitation hazardous substances. Declarants and the Association reserve the right to post signs setting forth such rules and regulations for use of the TOD Open Space and to bar or remove from the TOD Open Space any person or persons violating the same.

5.9 Structural Party Walls and Roofs. With respect to the Attached Units only, each Owner of an Attached Unit grants to the Owner of each adjacent Attached Unit the right and easement to maintain and utilize any exterior or interior wall of a Building that forms a party wall between them and any roof that spans two or more Attached Units. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Attached Unit. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner of an Attached Unit whose Building contains such surface. Each Owner of an Attached Unit shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall or roof, the Owner damages any other Owner's Attached Unit or the wall or roof. The cost of any other repairs to the party wall or roof shall be shared equally by the adjacent Owners in the Attached Units and such adjacent Owners shall cooperate in effecting and paying for any such repairs. Party walls in the Attached Units are intended to be constructed so that the Lot line forms the centerline of the wall. To take into account deviations which may occur in the course of construction, Mero reserves for itself, its successors and assigns as well as the Owners on either side of the wall a perpetual easement for any encroachment by a party wall upon an adjacent Lot due to errors of survey or construction. Any disputes between Owners of Adjacent Units regarding their obligations and liabilities under this Section 5.9 shall be referred to the Executive Board (defined below) for resolution and the decision of the Executive Board in such matters shall be conclusive and binding on the Owners in question.

5.10 Exterior Walls along a Lot Line. An exterior wall that supports the Building on only one Lot shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over adjoining Lots as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Design Code.

5.11 Roof Overhang; Footings. For certain building types that are to be built along a property line, the Design Code may permit roof, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Code and local governmental regulations, the adjacent property shall be

subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto any adjacent Lot.

5.12 Townhouse or Row House Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and water tightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new property owners. Townhouses that share a roof structure shall be subject to additional provisions in a separately recorded instrument.

5.13 Police Powers. Declarants reserve an easement throughout the Planned Community for private patrol services and for police powers and services supplied by the local, state and federal governments. The reservation of such easement pursuant to this Section 5.13 does not imply that any such service shall be provided.

5.14 Commercial Use of Images.

5.14.1 Common Elements. Declarants reserve the exclusive right for a period of twenty (20) years after the date of this Declaration to grant permission for the Common Facilities to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods).

5.14.2 Exteriors. Declarants reserve the right to grant permission for similar reproductions of the exteriors of any part of the Planned Community that can be viewed from streets, alleys or Common Facilities. Such exteriors may be reproduced without the consent of, or payment to, the Owner, but the above right is not intended to prevent any Owner from granting independent permission for any part of the Planned Community owned exclusively by that Owner, in which case the consent of Declarant shall not be required.

5.14.3 Use of Images. Declarants may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of Declarants shall not be required for photography or other reproductions of images of the Planned Community in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of the region or Pennsylvania, the development of tourism or commerce or any other similar purpose.

5.15 Existing Encumbrances. As of the date hereof, and to the best of Declarant's knowledge, information and belief, but without warranty or guaranty, the Initial Project Property is subject to the encumbrances set forth on Exhibit "C" attached hereto.

## **SECTION 6.0: EFFECT AND ENDORSEMENT**

6.1 Restrictions to Run With Land. All of the covenants, conditions and restrictions set forth herein shall run with the land and each Owner, by accepting the deed to such Lot or Lots, accepts the same subject to such covenants, conditions and restrictions, and agrees for himself and his heirs, administrators, and assigns to be bound by each of such covenants, conditions and restrictions jointly, separately, and severally.

6.2 Remedies for Violations. Subject to Section 3.5.2, above, either of the Declarants, the Association, and the Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, any one of the Declarants shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions and restrictions exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass.

6.2.1 Should Declarants, the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions or restrictions by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner of such Lot or Lots and Declarants, the Association or the Owner bringing such action shall have a lien upon such Lot or Lots to secure payment of all such accounts.

6.2.2 Should the Owner fail, neglect, or refuse to satisfy and discharge any lien arising thereunder within thirty (30) days, Declarants, the Association or the Owner in whose favor said lien has arisen, its successors and assigns, shall have the right to interest on such liens at the rate of twelve percent (12%) per annum, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

6.2.3 The breach of any of the foregoing covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or Owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure, or otherwise.

6.2.4 No delay or omission on the part of Declarants, the Association or the Owners of other Lots in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarants or the Association for or on account of his or its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by Declarant or the Association.

6.3 Severability. Each and every one of the covenants, conditions and restrictions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so declared to be void, but all of the remaining covenants, conditions and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

6.4 Public Rights. The Planned Community shall be subject to any and all rights and privileges which the Township or Allegheny County, may have acquired through dedication or the filing or recording of maps or plats of the Property, as authorized by law, and provided further that no covenants, conditions or restrictions, or acts performed shall be in conflict with any Township or County Zoning Ordinance or Law.

## **SECTION 7.0: COMMUNITY PLANNING AND THE DESIGN CODE**

7.1 General. No Building shall be placed, erected, or installed upon any Lot, and no construction or modification (which shall include staking, clearing, excavation, grading and other site work, exterior alteration or modification of existing improvements) shall take place except in strict compliance with this Section, including, after the expiration of the Declarant Control Period, approval of the Design Review Board as described below. No permission or approval shall be required to repaint in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of a Unit; however, modifications or alterations to the interior of screened porches, patios and similar portions of a Unit visible for outside the Unit shall be subject to approval by the Design Review Board. Nothing contained in this Section shall apply to the activities of Declarant or to construction or improvements or modifications to the Common Area or Common Facilities by or on behalf of the Association.

7.2 Planned Community Architect. After the expiration of the Declarant Control Period, the Planned Community Architect shall be selected by the Executive Board and shall serve at its pleasure. The Planned Community Architect shall have a professional degree in architecture or urban design from an accredited university, or shall have comparable qualifications. The Planned Community Architect does not, however, need to be licensed to practice in Pennsylvania.

7.3 Design Review Board. The Declarants or their designee shall serve as the Design Review Board until the termination of the Declarant Control Period. Thereafter, the Design Review Board shall have a minimum of three members as follows:

a. An architect, landscape architect or urban designer, selected by the Executive Board, shall serve at the Executive Board's pleasure.



b. At least two individuals who are Lot Owners, selected by the Executive Board, shall serve at the Executive Board's pleasure.

7.4 Design Code. Declarants will establish the Design Code, which comprises at least the following, all as may be amended from time to time:

a. The Plan which is used as a guide for the general location of public and private improvements;

b. The "Community Regulations", which establish setbacks, lot coverage and other similar matters;

c. The "Architectural Regulations", which guide the design of Buildings and describe the materials of which Buildings may be constructed;

d. "Grading and Landscape Regulations", which regulate all earth-moving of any type, all erosion control and storm water detention, irrigation, and the planting of new trees and plants; and

e. "Architectural Review Procedure" with forms, which describes the review process for compliance with all of the above.

After the expiration of the Declarant Control Period and with the consent of the Executive Board the Planned Community Architect may revise any part of the Design Code from time to time to recognize the development of new and improved materials and techniques, to comply with governmental regulations, and to recognize changing land use conditions over time, both from within and outside the Planned Community.

#### 7.5 Review Procedure.

7.5.1 Application. The plans that must be submitted to the Design Review Board are: (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements, (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Board. Plans and specifications for review shall be submitted in the form required by the Design Review Board.

7.5.2 Uniform Procedures. The Design Review Board may establish forms and procedures for the review of applications, including review costs and fees, if any to be paid by the applicant. The Design Review Board may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

7.5.3 Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Code and the overall quality of design. If the Design Review Board rejects an application due to overall design quality, despite compliance with the Design Code, the Design Review Board shall make suggestions for improving the design.

7.5.4 Variances. The Design Review Board may grant variances from the Design Code based on existing topographical or landscape conditions, existing

trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

7.5.5 Notification; Construction; Inspection. The Design Review Board shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process handbook. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Board may inspect the property during construction but has no obligation to make any such inspection.

7.5.6 Governmental Compliance. Owners are responsible for insuring that construction conforms to governmental regulations and all local building codes. If the Design Review Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Design Review Board is not responsible for compliance with governmental requirements, including but not limited to environmental laws and regulations.

## 7.6 Enforcement.

7.6.1 Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Board or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

7.6.2 Trees and Shrubs. Improper cutting removal, lack of care of intentional damage to existing trees and shrubs is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Board, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Board.

7.6.3 Drainage. After reasonable notice (except in an emergency), Mero or the Association shall have the right to enter onto any Lot and correct improper grading or other modification to the Lot that causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Unit, who shall promptly reimburse Mero or the Association, as applicable. The Unit shall be subject to a lien for the cost if not paid. Mero or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

7.6.4 No Waiver. Failure to enforce any provision of the Design Code shall not be deemed a waiver of the right to do so at any time thereafter. Variances

from the Design Code may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

7.7 Liability. The Design Review Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Planned Community Architect, Declarants, or members of the Design Review Board, Executive Board of Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

7.8 Financial Support. The Association shall pay the Planned Community Architect, other professionals and staff reasonable compensation for serving on the Design Review Board, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Association shall set the Design Review Board's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Board to which any excess fees shall be contributed. The Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

## **SECTION 8.0: HOMEOWNER'S ASSOCIATION**

8.1 Membership. For the purpose of maintenance of the Planned Community and the Common Facilities and all common community services of every kind and nature required or desired within the Planned Community for the general use and benefit of all Lots, each and every Owner, upon taking title to any Lot shall automatically and without the necessity of any other action be a member ("Member") of the Association and shall be subject to all obligations thereof, including payment of assessments (as provided for below), and the duly enacted By-Laws of the Association. Membership shall be appurtenant to and may not be separated from title to any Unit.

8.2 Votes. Each Lot shall be allocated a vote in the Association calculated as follows:

- a. Each Lot containing a Detached Unit – 1 vote ;
- b. Each Lot containing an Attached Unit – 1 vote; and
- c. Apartment Parcel – an amount equal to thirty (30%) percent of the total number of votes to be cast by Lots containing Detached Units or Attached Units, (such votes to be cast in bulk and only by Summit or the then Owner of the Apartment Buildings.

If either one of the Declarants exercises the rights described in Section 2.0, above, to expand the Planned Community, then any Lots within the expanded Planned Community shall be allocated votes in accordance with the formula set forth above.

8.3 Executive Board. The Executive Board of the Association (referred to herein as the "Executive Board") shall manage the affairs of the Association and shall consist of three (3) directors.

8.3.1 Subject to the provisions of Section 8.3.2 or Section 8.3.3 below, Declarants will have the exclusive right to appoint and remove directors of the Executive Board and may elect a majority of the Executive Board during the Declarant Control Period. Declarants may voluntarily surrender the right to appoint and remove directors of the Executive Board before termination of the Declarant Control Period, in which case Declarants reserve the right to record an instrument specifying that, until the time Declarants would have been required to end control of the Executive Board, certain action of the Association or Executive Board must be approved by Declarants before they become effective.

8.3.2 Within sixty (60) days after the sale of twenty five percent (25%) or greater of the Lots in the Planned Community, the Owners other than Declarants shall elect one (1) director of the Executive Board, which director shall serve until the second succeeding annual meeting of the Association, at which time the Owners other than Declarants shall elect a replacement director who shall serve for a two (2) year term.

8.3.3 Within sixty (60) days after the termination of the Declarant Control Period, the Owners shall elect the remaining two (2) directors of the Executive Board, which directors shall serve until the next succeeding annual meeting of the Association, at which meeting the Owners shall elect two (2) replacement directors who shall serve for two (2) year terms and one (1) replacement director who shall serve for a three (3) year term.

8.3.4 The directors of the Executive Board shall take office upon election and shall elect the officers of the Association.

8.4 Duties. The Association shall have all powers and duties of a unit owners' association under the Act. The Association shall maintain, repair and replace the Common Facilities as defined herein, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration, by Pennsylvania law, by the Township of South Park and by other governmental entities having jurisdiction.

8.5 Additional Powers. The Association shall have all of the powers set forth in §5302 of the Act and in addition, to the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

a. water, sewage, irrigation systems, drainage, telephone, electricity, television, security, cable television, or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal;

b. insect and pest control; improvement of vegetation and wildlife conditions, forestry management, pollution and erosion controls;

c. emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of common roads in the Planned Community which are not dedicated roads; traffic and parking regulation and security patrols within the Planned Community;

d. transportation, day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

e. maintenance of easement areas, public rights-of way and other public or private properties located within reasonable proximity to the Planned Community if deterioration would affect the appearance of or access to the Planned Community; and

f. any other service allowed by law to be provided by a homeowner's association organized under the law of the Commonwealth of Pennsylvania.

g. by action of the Executive Board, grant waivers or variances from the terms of this Declaration where the literal application of such terms would unreasonably hinder or prevent development or use of a Lot for its intended purpose.

The Executive Board may, by a majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Executive Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Unit Assessment to affected Units, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, an association meeting may be called and, if a quorum is present, the Executive Board's action to initiate or terminate an additional service under this Section 8.5 shall be repealed by majority vote of the Members. Upon such repeal, the Executive Board may not reinstitute or terminate the service for five (5) years unless also approved by majority of the Members.

8.6 Contracts. The Association may contract with any party, including either of the Declarants, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Unit Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Unit Assessment. The terms and conditions of all such contracts shall be at the discretion of the Executive Board.

8.7 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the number of votes for that Lot

shall not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnership and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent possible, the Association may institute voting by electronic or other means.

8.8 Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided in the resolutions adopted by the Members, but may be reimbursed for expenses.

8.9 Succession. Upon the expiration of the Declarant Control Period the Association shall succeed to the position of Declarants with respect to this Declaration, and the term "Declarant" herein shall mean the "Association".

8.10 Additional Provisions. Additional provisions concerning the operation of the Association and the Executive Board are contained in the Articles and By-Laws.

## **SECTION 9.0: DECISION MAKING**

### 9.1 Association Meeting.

9.1.1 When Called. The Association Meeting shall be called annually on the second Monday of January for the election of directors of the Executive Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members.

9.1.2 Quorum. Voting at an Association Meeting requires presence of Members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the By-Laws, and if permitted by the By-Laws and by statute, the Executive Board may revise this percentage from time to time.

9.1.3 Notice. Notice of the meeting must be given to Members in accordance with Section 17.3. Notice of meetings shall also be posted in at least one place within the Common Facilities.

9.1.4 Proxies; Electronic Voting. To the extent allowed by the By-Laws and by statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the By-Laws, a quorum may be evidenced, and votes may be cast, by electronic means.

9.2 Action without Meeting. If permitted by the Executive Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the By-Laws and with applicable statutes. Wherever used in this Section 8, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Executive Board, other similar means of communication that may be developed in the future.

### 9.3 Executive Board Meetings.

9.3.1 Executive Board's Responsibility. Except as specifically provided in this Section 9 or elsewhere in this Declaration, the Executive Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Common Facilities,

9.3.2 Quorum. Voting at an Executive Board Meeting requires the presence of at least one-half of the directors, in person or by telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Executive Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Executive Board. With the approval of all directors, meetings may be conducted by electronic means.

9.4 Record Keeping. The Executive Board shall keep a record of all meeting, both of the Executive Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

9.5 Approval. Where used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Section 8, either at a properly called Association Meeting or through a voting procedure established under Section 9.2. Where the Declaration specifies consent in writing, by a majority or other proportions of all members, then the necessary number is based in the number of voted represented by the total Membership of the Association, and signatures may be collected without an Association Meeting or other voting procedure.

## **SECTION 10.0: DECLARANTS' RIGHTS**

10.1 Marketing. Declarants, their agents, employees or contractors, until such time as the last Lot is sold, shall have the right to conduct any and all activities relating to the marketing, leasing and/or sale of Lots. Pursuant to this right, Declarants hereby expressly reserves the right to maintain signs on the Lots owned by either of the Declarants and on any of the Common Facilities. In addition, and as provided for above, Declarants have the right to locate, relocate and maintain offices and models in the Planned Community in connection with the sale of Lots.

10.2 Easements. Declarants hereby expressly reserve the right to use the easements granted to Declarants with respect to the Common Facilities and the TOOD Open Space set forth in Section 5, above.

10.3 Delegation of Powers of Association. Declarants hereby expressly reserve the right to delegate any or all of the powers of the Association hereunder to a non-profit corporation which exercises those or other powers on behalf of one or more other planned communities.

## **SECTION 11.0: AMENDMENTS**

11.1 Procedure. Except as otherwise provided, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of the Owners representing seventy-five percent (75%) of the votes in the Association. Until after the termination of the Declarant Control Period, any amendment to this Declaration must be approved by both of the Declarants. Any amendments or modifications to this Declaration shall (i) be signed by an officer of the Association pursuant to § 5219(e) of the Act, (ii) be recorded in the Recorder's Office of Allegheny County, Pennsylvania and (iii) shall take effect immediately upon recordation.

11.2 Curative Amendments. If an amendment is necessary in the judgment of Declarants or the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof or to change, correct or supplement anything appearing or failing to appear in this Declaration which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the requirements of any agency or entity that has established national or regional standards with respect to mortgage loans or with respect to planned communities or planned unit developments, including without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Association, or if an amendment is necessary to comply with the requirements of the Act, the Declarant or the Executive Board may at any time and from time to time, affect such amendments without the approval of the Owners upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted together with a like opinion from an independent registered architect or licensed professional engineer, in the event that the circumstances dictate such opinion.

11.3 Unanimous Consent. Unless expressly permitted or required by other provisions of the Act, no amendment may create, decrease or increase special declarant rights, alter the terms or provisions governing the completion or conveyance or lease of the Common Facilities or increase the number of Units or change the boundaries of any Unit, the common expense liability or voting strength in the association allocated to a Unit, or the uses to which any Unit is restricted, except with the unanimous consent of all Owners affected.

## **SECTION 12.0: COMMON FACILITIES AND TOOD OPEN SPACE**

12.1 Obligation of Mero to Convey to Association. Mero shall convey the Common Facilities, TOOD Open Space and other non-buildable Lots or areas, if any, to the Association. The obligation created by this Section is binding on all successors to Mero's interest in the Common Facilities or TOOD Open Space regardless of whether they succeed to any of the special declarant rights as defined by the Act.

12.1.1 Completion Date. All improvements planned by Mero for the Common Facilities identified in Exhibit "D" to this Declaration shall be completed prior to the conveyance of the Common Facilities to the Association. Mero hereby



guarantees the completion of all such improvements and maintenance of such improvements, as may be necessary, prior to the conveyance to the Association. Other than Mero's guarantee, there is no bond, escrow or other third party guarantee covering the completion of such improvements. Nothing contained herein shall be deemed to prohibit the Association from adding new improvements, or modifying or changing previously installed improvements, to the Common Facilities if appropriately approved by the Executive Board.

12.1.2 Ownership. The Common Facilities, TOOD Open Space and other non-buildable Lots or areas to the Association, will be owned by Mero or by Mero's successor in interest, subject to the obligations set for in this Section 12.1, until conveyed to the Association.

12.1.3 Conveyance. Upon conveyance of the Common Facilities and TOOD Open Space to the Association the Association will take on full ownership thereof and shall thereafter be solely responsible for all obligations incident to ownership of the Common Facilities and TOOD Open Space, including payment of taxes, in any, properly assessed against the Common Facilities and TOOD Open Space. The effect on the budget of the Association and on the common expense liability of the Owners is described in Sections 14, 15 and 16 of this Declaration.

12.2 Ownership and Responsibility. Declarants shall be responsible for the initial construction and completion of the planned Common Facilities as described on Exhibit "D" hereto, and any improvements to the TOOD Open Space, including the Bioretention Areas (except that the Montour Trail Council shall be responsible for construction and installation of the "Montour Trail" on the TOOD Open Space as provided for in separate agreements between Declarant and the Montour Trail Council). The Montour Trail on the TOOD Open Space, including the bridge carrying the Montour Trail over Summit Drive, shall be maintained, repaired, replaced, regulated, managed, insured and controlled by the Montour Trail Council. Other than the Montour Trail (and bridge over Summit Drive), the Association shall be responsible for and shall pay all costs and expenses for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Common Facilities once Mero has completed them to the satisfaction of the Township. Except for the Montour Trail (including the bridge over Summit Drive), the Association shall be responsible for and shall pay all costs and expenses for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the TOOD Open Space notwithstanding any right of the general public to access or use the TOOD Open Space pursuant to the TOOD Ordinance, the Township's approval of the Project or any other document or instrument of record.

12.4 Common Road Regulation. To the extent permitted by the Township, the Association may make rules and regulations concerning driving and parking within the Planned Community, and may construct traffic calming devices, post speed limit or other traffic signs and take any other reasonable measure to discourage excessive speeding and encourage safe driving on the roads in the Planned Community.

12.5 Sidewalks, Walking Paths and Bicycle Paths. All sidewalks, walking paths and bicycle paths in the Planned Community are Controlled Facilities, shall be maintained, repaired, replaced, regulated, managed and controlled by the Association

and costs and expenses related thereto shall be a common expense; provided, however, that the costs of maintenance, repair and replacement of any sidewalk directly abutting a Detached Unit Parcel or Attached Unit Parcel shall be paid by the Owner of the abutting Detached Unit Parcel or Attached Unit Parcel as the case may be.

12.6 Limitation of Liability. The Association shall use reasonable judgment in providing security, maintaining the Common Facilities, the TOOD Open Space, sidewalks, and bicycle paths, and enforcing traffic control and other safety measures, but none of the Association, the Township nor either of the Declarants make any representation or assumes any liability for any loss or injury. Nothing contained herein shall limit or restrict any immunity available to the Township as a municipality and the Township retains all immunity as a municipality under Pennsylvania law.

12.7 Specific Requirements for Maintenance of Bioretention Area. Without limiting the generality of any other requirements in this Declaration concerning the Common Facilities, the Association is responsible for the operation, maintenance, repair and replacement of each and all of the the Bioretention Areas, in accordance with the Storm Water Covenants, and in particular the "South Park Township Operation and Maintenance Plan" attached as Appendix D thereto, and the "Summit Station Operation and Maintenance Plan for Bioretention Areas" attached hereto and marked as Exhibit "E".

## **SECTION 13.0: ASSOCIATION BUDGET**

13.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Executive Board selects a different fiscal year.

### 13.2 Budget Items.

13.2.1 General Common Expenses. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities including its responsibilities with respect to the Common Facilities (including but not limited to the TOOD Open Space) and Controlled Facilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budgets may also include reasonable amounts, as determined by the Executive Board, for working capital for the association and for reserves. If the Common Facilities or Controlled Facilities are taxed separately from the Units, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget. The foregoing expenses shall be assessed as a General Assessment.

13.2.2 Landscaping Expenses. As a separate item, the budget shall estimate the expenses, as defined in Section 13.2.1 to be incurred by the Association in providing landscaping and yard maintenance services to the Attached Units and

such expenses shall be assessed, pro-rata, to each Owner of an Attached Unit as an Individual Unit Assessment as described in Section 15.7, below. The Association shall also be responsible for routine maintenance (grass cutting, re-seeding if necessary, etc.) of any lawn areas at the Attached Units and adjacent streets, all costs of which shall be included in calculating the Individual Unit Assessment. The maintenance and repair of the exterior of an Attached Unit shall be the sole responsibility of the Owner thereof. Without limiting the foregoing, landscaping expenses for the Attached Units shall include regular grass cutting, pruning of bushes and at least annual mulching and fertilizing of flower beds and landscape areas at the Attached Units.

13.2.3 Limited Common Element Expenses. As a separate item, the budget shall estimate all expenses for the Limited Common Elements and such expenses shall be allocated to the Units benefited by or using such Limited Common Elements. Without limiting the generality of the foregoing, all costs and expenses related to repair, maintenance, including repaving, and snow removal for the Access Drive shall be a Limited Common Element expense assessed solely against the owners of the Attached Units on Parcels 25 and 26.

13.2.4 Collection and Disposal of Refuse. As required by the TOOD Ordinance, and unless otherwise agreed to by the Township, the Association shall contract and arrange for pick-up, collection, removal and disposal of all trash and refuse from any Attached Units and the Apartment Buildings. All costs, fees and expenses for the same shall be allocated solely to the Attached Units and Apartment Building and shall be based on and allocated in accordance with the contract between the Association and refuse or waste hauler. The Association may delegate and assign its obligations hereunder to any sub-associations or separate accounting units created by Declarants for the Apartment Buildings and Attached Units.

13.3 Reserves and Capital Contribution. The Association shall build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by two-thirds of the members of the Executive Board. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Executive Board may at any time levy an emergency assessment in accordance with the "Special Assessment" provisions of Section 15.6. If there is an excess of reserves at the end of the fiscal year and the Executive Board so determines, the excess may be returned on a pro rata basis to all Members who are current in payment of all assessments due to the Association, or may be used to reduce the following year's assessments, at the Executive Board's discretion. The reserve fund will initially be funded by collecting One Hundred Fifty (\$150.00) Dollars from each Owner of either an Attached Unit or Detached Unit at the time of the Owner's acquisition of his or her Unit and from Flats (or its successor) an amount equal to One Hundred Fifty (\$150.00) Dollars times the number of dwelling units in each of the Apartment Buildings, such contribution to the reserve fund for the Flats Property to be paid within ten (10) days after the Township issues a final occupancy permit for the Apartment Buildings. In addition to the reserve fund, the Declarants shall collect as a capital contribution to partially reimburse Declarants for the initial cost of construction

of improvements to the Common Facilities (i) an amount equal to \$1,200.00 from each Owner of an Attached Unit at the time of the Owner's acquisition of his or her Attached Unit and (ii) an amount equal to \$2,000.00 from each Owner of a Detached Unit at the time of the Owner's acquisition of his or her Detached Unit.

#### 13.4 Preparation and Approval of Annual Budget.

13.4.1 Initial Budget. Declarant shall determine the budget for the fiscal year in which a Unit is first conveyed to an Owner.

13.4.2 Subsequent Years. Beginning with the year following the year in which a Unit is first conveyed to an Owner and each year thereafter, at least one month before the end of the fiscal year, the Executive Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments and the Attached Unit Maintenance Expense Assessment at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Executive Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

13.4.3 Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment that was not a year in which General Assessments were guaranteed in whole or in part by Declarant, and petitions signed by at least 10% of all members request review within thirty (30) days after the budget is delivered to Member, the Executive Board shall call an Association Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Members present. If the budget is rejected, the Executive Board shall approve a new budget with ten (10) days and send a copy to each Member.

13.5 Effect of Failure to Prepare or Adopt Budget. The Executive Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 13.4.3, shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

13.6 Capital Improvements. Any substantial capital improvement to the Common Facilities approved by the Executive Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Executive Board shall determine whether it shall be paid from General Assessments or by Special Assessments. A capital improvement plan shall be considered substantial if the cost to the Association of the improvement is greater than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Design Review Board is required for all capital

improvements. This section shall not limit the right of Declarant to make improvements to the Common Facilities.

13.7 Controlled Facilities. Expenses for Controlled Facilities shall be budgeted as a separate item as provided in Section 13.2.

13.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Executive Board with respect to Assessments and charges of all types may be commingled in a single fund.

13.9 Borrowing or Incurring Debt. As provided for in Section 5302 of the Act, the Association may borrow money, incur debt or assign its rights to receive future income, however, the Association may only subject the Common Facilities to a security interest in accordance with the terms of Section 5318 of the Act.

#### **SECTION 14.0: ALLOCATION OF EXPENSES**

14.1 Generally. The annual common expenses of the Association shall be allocated among the Units by the Executive Board through fixed monthly common expense assessments that are based upon the total number of dwelling units in the Planned Community and the total number of dwelling units within each type of Unit.

14.2 Unimproved Lots. An Unimproved Lot shall not be subject to a common expense assessment until the earlier of completion of construction of the Attached Unit or Detached Unit, as the case may be on the Lot or six (6) months after the date title to the Unimproved Lot is conveyed by Mero to a third-party successor. Thereafter, a common expense assessment shall be imposed on that Lot in accordance with Section 14.1. If either of the Declarants or an Owner combines two Lots or parts of Lots and uses them as a single Lot, the Association may assess them as a single Lot or may use another formula in accordance with regulation which must be consistently applied.

14.3 Exempt Areas. No part of the Common Facilities, including the TOOD Open Space, shall be assessed for any expenses of the Association.

#### **SECTION 15.0: ASSESSMENTS**

15.1 Authorization. There are hereby created assessments for the Association to pay the costs and expenses of the Association described herein or that may from time to time specifically be authorized by the Association. The assessments shall be levied against all Lots and shall be proportional to the Lot's voting interest. Each Owner upon taking title to any Lot is automatically deemed to covenant and agree to pay, without the necessity of any further action, the following assessments as the same are levied by the Association, including during the Declarant Control Period:

a. General Assessments for expenses included in the budget, applicable to all Units;

b. Special Assessments for the purposes provided in this Declaration, applicable to all Units;

c. Limited Common Element Assessments for expenses related to the Limited Common Elements applicable only to the Lots benefited by or using a Limited Common Element; and

d. Individual Unit Assessments for any charges particular to that Unit.

together with all costs, late fees and interest as discussed in Section 15.2. Upon default in the payment of any one or more installments, the Executive Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

15.2 Obligation. All of the Assessments, together with interest (at a rate of twelve percent (12%) per annum, but not to exceed the highest rate allowed by Pennsylvania Law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be charged on each Lot and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in any mortgage on such Lot shall be liable for unpaid assessments which accrued prior to such acquisition of title.

15.3 Allocation of Common Expenses. Common expenses shall be allocated among all of the Units as provided in Section 14.

#### 15.4 Assessments.

15.5.1 Establishment by Executive Board. The Executive Board shall set the dates or dates that any Assessments become due and payable and may provide for collection of Assessments annually or in monthly, quarterly or semiannual installments.

15.5.2 Date of Commencement. The General Assessments, Limited Common Element Assessments shall begin on the day fixed by the Executive Board of the Association. The initial Assessment on any Unit shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the any Assessments charged to each Unit, prorated to the month of closing.

15.6 Special Assessment. Notwithstanding anything herein to the contrary, if any annual budget proves to be inadequate for any reason, including nonpayment of any Owner's monthly assessments, or any non-recurring common expense or any common expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments according to each Owner's

membership in the Association as a Special Assessment. Such Special Assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such Special Assessments on all Owners by a statement in writing giving the amount and reasons therefor, and such further monthly assessments shall become effective as determined by the Executive Board. Any substantial capital improvement that has been approved in accordance with Section 13.6 or any capital improvement not required to be approved by the Members may be paid by Special Assessment. Additionally, by a two-thirds vote, the Executive Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay.

15.7 Individual Unit Assessments. The Association may levy at any time an Individual Unit Assessment against a particular Unit for the purpose of defraying, in whole or in part, the cost of any special services to that Unit. An Individual Unit Assessment shall include any fees, charges, late charges, fines, interest and legal fees levied against that certain Owner or Owners by the Association pursuant to this Declaration or the By-Laws and the Rules and Regulations adopted by the Association.

15.8 Certificate. The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of any assessments therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

15.9 No Exemption or Abatement. No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way illustration and not limitation, by non-use of any Common Facility or abandonment of such Owner's Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Executive Board to take some action or perform some function required to be taken or performed by the Association or Executive Board under this Declaration or the By-Laws of the Association (the "By-Laws"), or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

15.10 Subordination of Certain Charges. The lien of any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinated to the lien of a prior recorded mortgage on a Lot.

15.11 Reserve. Each annual budget for monthly assessments of common expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. Such reserve shall be collected and funded as determined by the Association. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Executive Board shall

determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

15.12 Accounting. Promptly after the end of each fiscal year, the Association shall supply to all Owners an itemized accounting of the common expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

15.13. Surplus. Any amounts accumulated from assessments for common expenses and income from the operation of the Common Facilities to which such common expenses pertain in excess of the amount required for actual common expenses and reserves for future common expenses shall be added to the Association's reserves. No rebates or refunds of excess assessments shall be made to any Owner.

## **SECTION 16.0: INSURANCE**

16.1 Generally. The Association shall acquire and pay for insurance subject to the following:

a. Such insurance as the Executive Board deems advisable in the operation, and for the protection, of the Common Facilities and TOOD Open Space.

b. Each Owner and the Association hereby waives and releases any and all claims which he or it may have against any Owner, the Association, the Executive Board and members thereof, Declarants and their respective employees and agents, for damage to the Common Facilities or TOOD Open Space, or to any personal property located in the Common Facilities or TOOD Open Space, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

c. If the act or omission of an Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Owner, shall cause damage to the Common Facilities or TOOD Open Space or maintenance, repairs or replacements shall be required which would otherwise be a common expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of Section 15.1(b), above.

d. Any release or waiver referred to in Sections 16.1(b) and 16.1(c) hereof, shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Owners and the Association, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.



e. Comprehensive public liability and property damage insurance shall be in such limits as the Executive Board shall deem desirable provided that such limit shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage, insuring Declarants, the Association, the members of the Executive Board, and their respective agents and employees, and the Owners, from any liability to the public or to the Owners, their permitted tenants or invitees, relating in any way to the ownership and/or use of the Common Facilities.

f. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Executive Board deems advisable in connection with any insurance, shall be common expenses.

g. The Executive Board may obtain liability insurance insuring against personal loss for actions taken by members of the Executive Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Executive Board in its discretion.

h. Each Owner shall obtain casualty insurance for improvements on his Unit. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Unit. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

i. The Executive Board shall obtain and maintain, casualty insurance on the Common Facilities for fire damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at a reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvement constructed on the Common Facilities.

j. If fire or other casualty damages or destroys any if the improvement on the Common Facilities, the Executive Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped by means of insurance replacement as provided in Section 16.1(i). The Executive Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

k. If fire or other casualty damages or destroys a Building or any other improvements in the Planned Community, the Owner or Owners who own the damaged or destroyed Building(s) or improvement, or such portions thereof as are affected, shall immediately proceed to rebuild and restore the same to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Executive Board. If the Owners fail to clean and secure the property within thirty (30) days after a casualty, the Association may, in accordance with the applicable provisions of this Declaration, remove debris, raze or remove portions of

damaged structures and perform any other clean up the Association deems necessary to make the property safe and attractive. The cost of such clean up shall be assessed to the Owners in question, as an Individual Unit Assessment.

## **SECTION 17.0: TRANSFER AND LEASING OF UNITS**

17.1 Transfer of Units. If an Owner transfers all of his ownership in his Unit, the transfer automatically includes his membership in the Association.

17.2 Leasing of Units. The leasing of a Unit does not affect the liability of the Owner with respect to its obligation under this Declaration, the By-Laws and the Rules and Regulations.

### 17.3 Resale of Units: Mandatory Disclosure to Purchaser(s).

17.3.1 Mandatory Disclosures. In the event of a resale of Unit by an Owner, the seller shall furnish to a purchaser, before execution of any contract for sale of a Unit or otherwise before conveyance, a copy of this Declaration and a certificate containing (if applicable) the requirements of § 5407 of the Act. Declarants or the Association may impose a reasonable fee to provide such materials.

17.3.2 Association's Obligations to Cooperate. The Association must fully cooperate in the preparation and delivery of this information certificate to a selling Owner and shall furnish the selling Owner with a certificate concerning the amounts owed to the Association with respect to the Unit in question within ten (10) days after it is requested in writing by the Owner, The Association may assess the reasonable cost of the preparation of its certificate to the selling Owner and require payment prior to the delivery of the certificate to the selling Owner.

17.3.3 Owner's Liability. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information contained in the Association's certificate or provided by the Association to the Owner and included in his certificate. An Owner is not liable to a purchaser for the failure or delay of the Association to cooperate in the preparation of the certificate in a timely manner, but the purchase contract is voidable by the purchaser until the certificate has been provided and for five (5) days thereafter or until conveyance, whichever first occurs.

17.3.4 Purchaser's Liability A purchaser is not liable for any unpaid Assessments or fees larger than the amount set forth in the certificate prepared by the Association.

## **SECTION 18.0: GENERAL PROVISIONS**

### 18.1 Rights of Township and Public.

18.1.1 Maintenance of Common Facilities and TOOD Open Space. The Township is a third-party beneficiary of the covenants contained in this Declaration with respect to the Association's obligation to maintain (i) the Common Facilities approved by the Township for the Project under the TOOD Ordinance and

(ii) the TOOD Open Space, including but not limited to the Bioretention Areas. As provided for in the TOOD Ordinance, The Township shall have the right to access the Common Facilities and TOOD Open Space and such entry shall not constitute a taking. In the event the Association defaults on its obligations regarding the Common Facilities and TOOD Open Space (including but not limited to the operation and maintenance of the Bioretention Areas) and after expiration of reasonable notice and right to cure periods, the Township performs work of any nature, or expends any funds in repairing, maintaining, eliminating or replacing any Common Facilities or TOOD Open Space (including the Bioretention Areas) or uses its labor, equipment, supplies and materials on account of such a default, the Association shall reimburse the Township within thirty (30) days after receipt of the Township's invoice for the same. The Township's invoice may include all costs and expenses incurred by the Township for such maintenance, repair, elimination, replacement and/or other action taken by the Township, including any related reasonable administration fee and fees and expenses of the Township's engineers, architects, attorneys or similar professionals. If the Township's invoices are not paid within said thirty (30) day period, the Township may enter a lien against the Common Facilities or TOOD Open Space for the invoiced amount, and may proceed to recover the invoiced amount through proceedings in equity or law, as authorized under the provisions of the Pennsylvania Second Class Township Code. Not later than four (4) years after the date the Common Facilities are conveyed to the Association, the Association shall provide the Township a cash bond in the amount of \$20,000 as security for the perpetual maintenance of the Bioretention Areas and shall cause the Township to release and return to Declarants the cash bond they provided as part of the Master Plan Approval.

18.1.2 Certain Amendments and Township Approval. Amendments of this Declaration related to TOOD Open Space or the Association's responsibilities regarding TOOD Open Space, stormwater management facilities or the Association's responsibilities regarding stormwater management facilities, the existence or legal status or the Association or any other amendment that would have the effect of limiting or otherwise altering the rights of the Township set forth in this Declaration, shall be null and void, and of no force or effect, unless such amendment is first approved by the Township Board of Supervisors.

18.1.3 TOOD Open Space. The TOOD Open Space shall be conveyed to the Association under and subject to a non-exclusive easement and right of access, ingress, egress and regress over and across it to allow the public as pedestrians or bicycle riders to make use of the Montour Trail as located (now or in the future) on the TOOD Open Space. Maintenance of the TOOD Open Space in general shall be a responsibility of the Association, but all costs and expenses specifically related to the installation, maintenance, repair, replacement or relocation of the Montour Trail shall be borne by the Montour Trail Council, a Pennsylvania non-profit corporation ("MTC") or other entity generally responsible for the Montour Trail. If MTC fails or neglects to do so, the Association shall maintain and repair in good condition that portion of the Montour Trail on the TOOD Open Space between the entrance drive to the Property and the "Library Station Park and Ride" generally located to the east of the Property's entrance drive; provided, however, that the Association may seek reimbursement for any costs and expenses associated with such maintenance and repair from MTC or other entity generally responsible for the

Montour Trail. The TOOD Open Space and the Montour Trail may be used only for walking, running, biking and similar activities, and motorized vehicles shall be prohibited within or on the TOOD Open Space except (a) as used by persons confined to motor-driven wheelchairs or as might otherwise be routinely allowed by MTC on other portions of the Montour Trail, (b) in case of emergency, (c) as reasonably and necessary for the operation, inspection, maintenance, repair, or replacement of the Bioretention Areas, or (d) in or on designated parking areas and drives intended for users of the Montour Trail. The following activities shall be prohibited in the TOOD Open Space: (i) smoking or lighting of fires; (ii) consumption of alcoholic beverage; (iii) trapping or hunting; and (iv) discarding of trash, litter, or other waste, including without limitation hazardous substances. Notwithstanding anything herein to the contrary, Mero reserves and retains the right to temporarily block off and bar access to the TOOD Open Space for such short periods as may be reasonably necessary (a) to ensure that the TOOD Open Space does not, by implication, use or otherwise, be deemed dedicated to the public or become public property, or (b) to facilitate the construction, reconstruction, repair, maintenance or replacement of all or part of the Initial Project.

18.2 Duration. All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the Owner of each Lot, regardless of how he or she acquired title, until the commencement of the calendar year 2080, on which date these covenants, conditions and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten (10) year periods, unless on or before the end of one of such extension periods or the base period the Owners of a majority of the Lots shall by written instrument, duly recorded, declare a termination of the same. Although these covenants, conditions and restrictions may expire as herein provided, any and all revisions committed or suffered prior to such expiration shall be absolute.

### 18.3 Enforcement of Declaration.

18.3.1 No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

18.3.2 Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Unit Assessment to the Owner against whom such action was taken.

18.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Unit and, if different, to the last known address of the person who appears as Owner of the Unit as that address is stated on the records of the Association at the time of mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by owner.

18.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

18.6 Governing Law: This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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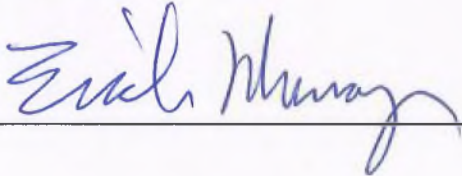
SIGNATURE PAGE ATTACHED

SIGNATURE PAGE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, Declarants have caused this instrument to be executed as of the day and year first above written.

WITNESS:

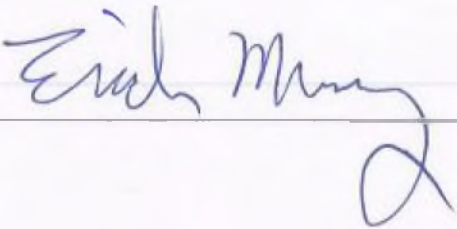
MERO SOUTH PARK VENTURES LLC

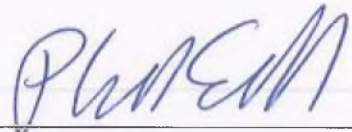
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

WITNESS:

FLATS AT SUMMIT STATION LLC

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

STATE OF OHIO )  
 )  
COUNTY OF Franklin ) SS:

On this 10<sup>th</sup> day of June, A.D., 2019, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino, the Manager of MERO SOUTH PARK VENTURES LLC, a Pennsylvania limited liability company, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer of the general partner.

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

*Catherine R Saporito*  
Notary Public

MY COMMISSION EXPIRES:



CATHERINE R SAPORITO  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
March 25, 2023

STATE OF OHIO )  
 )  
COUNTY OF Franklin ) SS:

On this the 10<sup>th</sup> day of June, 2019, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino who acknowledged himself to be the Manager of Flats at Summit Station LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

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

*Catherine R Saporito*  
Notary Public

MY COMMISSION EXPIRES:



CATHERINE R SAPORITO  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
March 25, 2023





**EXHIBIT "A"**  
**FLEXIBLE LANDS DESCRIPTION**

1. PARCELS 1, 2, 4 and 8 as shown on the Plan;
2. ALL THAT CERTAIN lot or piece of ground situate in the Township of South Park, County of Allegheny and Commonwealth of Pennsylvania, being Parcel A in Cardox Subdivision Plan No. 1 of record in the Department of Real Estate of Allegheny County in Plan Book Volume 291, page 9.

Designated as Tax Parcel 1010-D-280.

Title is vested in Mero South Park Ventures LLC, a Pennsylvania limited liability company, by deed from Consol Mining Company LLC dated December 20, 2016 and recorded on December 22, 2016 in Deed Book Volume 16649, page 204.

3. The following lots and parcels (identified by tax parcel identification number) together with all appurtenant rights pertaining to said lots and parcels, including but not limited to rights and title in and to streets, roads or ways adjoining or abutting said lots and parcels; namely:

Parcel ID	Street
772-S-4	Grant St.
772-S-6	Grant St.
772-S-8	Grant St.
772-S-10	Grant St.
772-S-12	Grant St.
772-S-16	Grant St.
772-S-33	Grant St.
886-E-100	Apex Ln.
886-E-101	Apex Ln.
886-E-103	Apex Ln.
886-E-107	Apex Ln.
886-E-108	Apex Ln.
886-E-109	Apex Ln.
886-E-112	Apex Ln.
886-E-118	Orchard St.
886-E-120	Orchard St.
886-E-121	Orchard St.
886-E-123	Orchard St.
886-E-124	Orchard St.
886-E-125	Orchard St.
886-E-126	Orchard St.
886-E-128	Orchard St.
886-E-129	Orchard St.
886-E-131	Orchard St.

<b>Parcel ID</b>	<b>Street</b>
886-E-132	Orchard St.
886-J-20	Orchard St.
886-J-24	Orchard St.
886-J-25	Orchard St.
886-J-26	Orchard St.
886-J-27	Orchard St.
886-J-28	Orchard St.
886-J-29	Orchard St.
886-J-36	Apex Ln.
886-J-37	Apex Ln.
886-J-38	Apex Ln.
886-J-43	Apex Ln.
886-J-44	Apex Ln.
886-J-47	Apex Ln.
886-J-48	Apex Ln.
886-J-49	Apex Ln.
886-J-52	Apex Ln.
886-J-53	Apex Ln.
886-J-54	Apex Ln.
886-J-55	Apex Ln.
886-J-57	Apex Ln.
886-J-60	Apex Ln.
886-J-61	Apex Ln.
886-J-75	Apex Ln.
886-J-79	Apex Ln.
886-J-86	Apex Ln.
886-J-87	Apex Ln.
886-J-91	Apex Ln.
886-J-93	Apex Ln.
886-J-95	Apex Ln.
886-J-97	Apex Ln.
886-J-98	Apex Ln.
886-J-99	Apex Ln.
886-J-100	Apex Ln.
886-J-101	Apex Ln.
886-J-102	Apex Ln.
886-J-103	Apex Ln.
886-J-104	Apex Ln.
887-C-15	Harding Ave.
887-C-22	Harding Ave.
887-C-23	Harding Ave.
887-C-25	Harding Ave.
887-C-59	Harding Ave.

<b>Parcel ID</b>	<b>Street</b>
887-C-61	Harding Ave.
887-C-62	Harding Ave.
887-C-64	Harding Ave.
887-C-68	Harding Ave.
887-C-70	Harding Ave.
887-C-72	Harding Ave.
887-C-76	Wilson Ave.
887-C-78	Wilson Ave.
887-C-80	Wilson Ave.
887-C-82	Wilson Ave.
887-C-84	Wilson Ave.
887-C-86	Wilson Ave.
887-C-169	Wilson Ave.
887-C-171	Wilson Ave.
887-C-177	Wilson Ave.
887-C-186	Roosevelt Ave.
887-C-188	Roosevelt Ave.
887-C-190	Roosevelt Ave.
887-C-194	Roosevelt Ave.
887-C-196	Roosevelt Ave.
887-C-198	Roosevelt Ave.
887-C-200	Roosevelt Ave.
887-C-263	Roosevelt Ave.
887-C-265	Roosevelt Ave.
887-C-267	Roosevelt Ave.
887-D-17	Wilson Ave.
887-D-19	Wilson Ave.
887-D-24	Wilson Ave.
887-D-26	Wilson Ave.
887-D-27	Wilson Ave.
887-D-30	Wilson Ave.
887-D-36	Wilson Ave.
887-D-46	Harding Ave.
887-D-71	Harding Ave.
887-D-75	Harding Ave.
887-D-79-0-1	Harding Ave.
887-D-79-0-2	Harding Ave.
887-D-86	Harding Ave.
887-D-94	Harding Ave.
887-D-96	Harding Ave.
887-D-98	Harding Ave.
887-D-99	Harding Ave.
887-D-100	Harding Ave.
887-D-101	Harding Ave.

<b>Parcel ID</b>	<b>Street</b>
887-D-102	Harding Ave.
887-D-103	Harding Ave.
887-D-104	Harding Ave.
887-D-105	Harding Ave.
887-D-119	Harding Ave.
887-D-149	Main Blvd.
887-D-156	Main Blvd.
887-D-163	Main Blvd.
887-D-169	Main Blvd.
887-D-185	Main Blvd.
887-D-200	Main Blvd.
887-D-202	Main Blvd.
887-D-225	Grant St.
887-G-22	Roosevelt Ave.
887-G-32	Lincoln Ave.
887-G-88	Lincoln Ave.
887-G-92	Lincoln Ave.
887-H-58	Lincoln Ave.
887-H-65	Lincoln Ave.
887-H-72	Lincoln Ave.
887-H-78	Lincoln Ave.
887-H-86	Lincoln Ave.
887-H-88	Lincoln Ave.
887-H-89	Lincoln Ave.
887-H-90	Lincoln Ave.
887-H-91	Lincoln Ave.
887-H-92	Lincoln Ave.
887-H-99	Lincoln Ave.
887-H-103	Lincoln Ave.
887-H-104	Lincoln Ave.
887-H-122	Roosevelt Ave.
887-H-123	Roosevelt Ave.
887-H-125	Roosevelt Ave.
887-H-126	Roosevelt Ave.
887-H-131	Roosevelt Ave.
887-H-132	Roosevelt Ave.
887-H-135	Roosevelt Ave.
887-H-136	Roosevelt Ave.
887-H-138	Roosevelt Ave.
887-H-139	Roosevelt Ave.
887-H-141	Roosevelt Ave.
887-H-142	Roosevelt Ave.
887-H-157	Roosevelt Ave.
887-H-164	Roosevelt Ave.

<b>Parcel ID</b>	<b>Street</b>
887-H-168	Roosevelt Ave.
887-H-174	Roosevelt Ave.
887-H-177	Roosevelt Ave.
887-H-179	Roosevelt Ave.
887-H-263	Wilson Ave.
887-H-281	Wilson Ave.
887-H-282	Wilson Ave.
887-H-283	Wilson Ave.
887-H-284	Wilson Ave.
887-H-285	Wilson Ave.
887-H-289	Wilson Ave.
887-H-314	Harding Ave.
887-H-316	Harding Ave.
887-H-319	Harding Ave.
887-H-320	Harding Ave.
887-M-5	Orchard St.
887-M-6	Orchard St.
887-M-7	Orchard St.
887-M-9	Orchard St.
887-M-10	Orchard St.
887-M-11	Orchard St.
887-M-12	Orchard St.
887-M-14	Orchard St.
887-M-30	Lincoln Ave.
887-M-31	Lincoln Ave.
887-M-32	Lincoln Ave.
887-M-33	Lincoln Ave.
887-M-34	Lincoln Ave.
887-M-35	Lincoln Ave.
887-M-37	Lincoln Ave.
887-M-38-0-1	Lincoln Ave.
887-M-39	Lincoln Ave.
887-M-42	Lincoln Ave.
887-M-55	Lincoln Ave.
887-M-56	Lincoln Ave.
887-M-300	Washington Ave.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**  
**SALES AND LEASING OFFICE**  
**(see attached)**

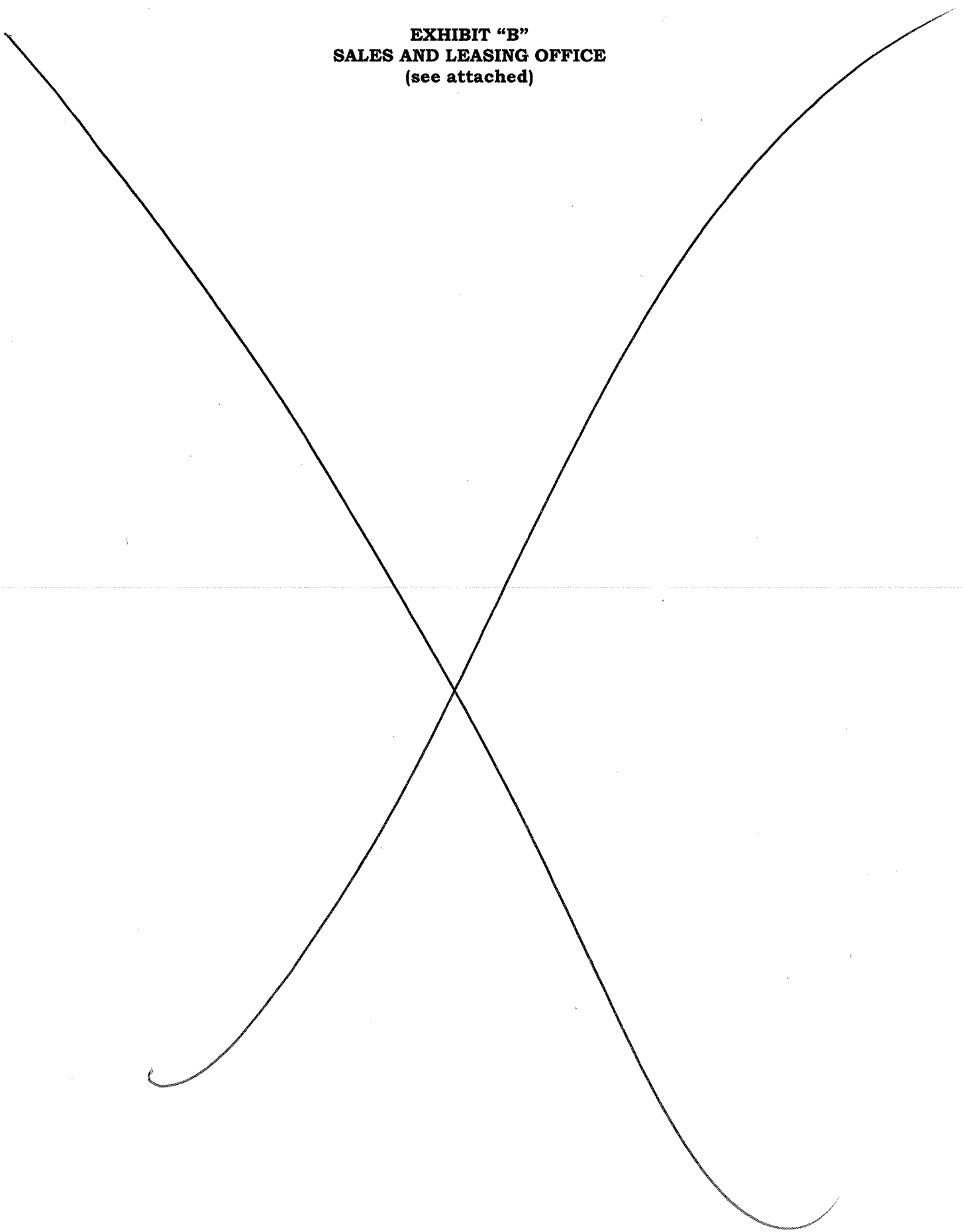
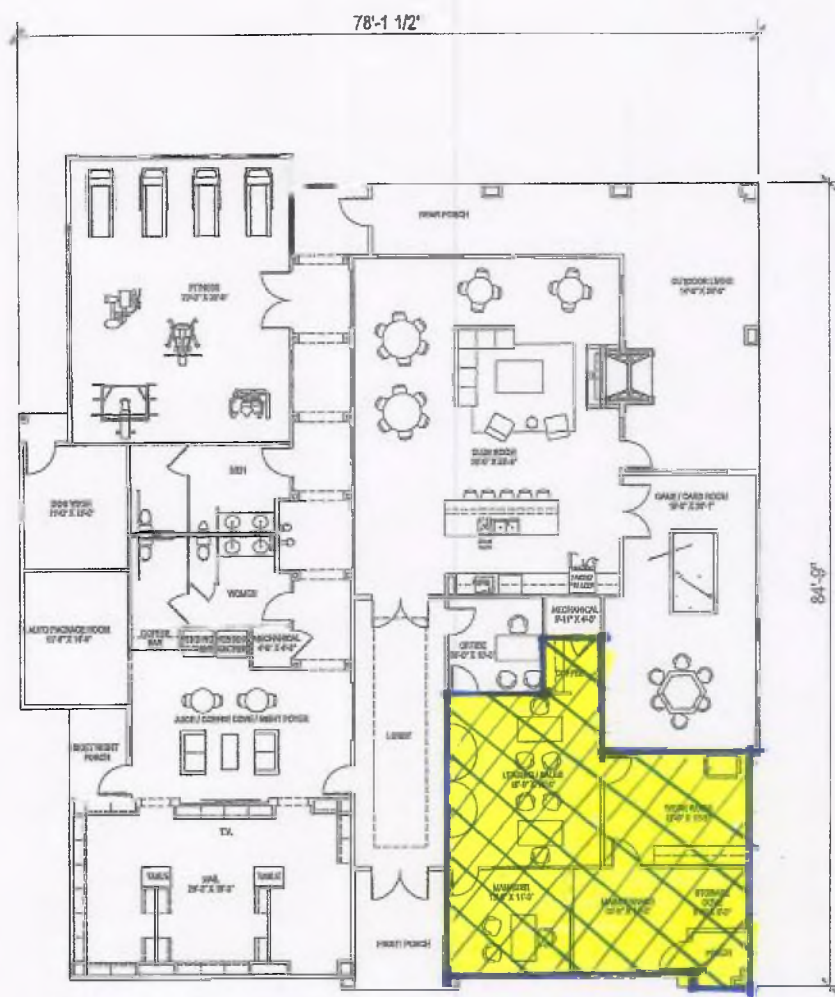
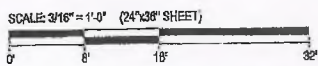


Exhibit "B"



*exclusive  
use  
area for  
flats at Summit*

CLUBHOUSE  
NET - 6505 S.F.  
(MAY BE INCLUDED)



**HUMPHREYS & PARTNERS ARCHITECTS, L.P.**  
3531 Arden Rd., Suite 300, Dallas, TX 75240 | 472.781.0030 | www.hpa.com

T&R PROPERTIES

CLUBHOUSE - FLOOR PLAN

A810

LIBRARY SITE  
SOUTH PARK, PA  
HP&P 16585

**EXHIBIT "C"**

**EXISTING ENCUMBRANCES**

**(Following is based on Chicago Title Insurance Company Title File 180610PIT, through September 14, 2018 and an electronic review of the Allegheny County Department of Real Estate indexes after that date; no title warranty or guaranty is given or made by Declarant that the following is complete or wholly accurate.)**

The following rights of way:

- a. Municipal Authority of the Borough of Bethel dated March 13, 1958 and recorded in Deed Book Volume 3705, page 630.
- b. West Penn Power Company dated September 10, 1981 and recorded in Deed Book Volume 6420, page 530.
- c. National Transit Company dated June 2, 1982 and recorded in Deed Book Volume 6559, page 390.
- d. Peoples Natural Gas Company, LLC, dated June 14, 2018 and recorded in Deed Book Volume 17260, page 439.

Agreement for a power line between Pittsburgh Coal Company and West Penn Power Company dated April 23, 1931 as recited in deed from Pittsburgh Coal Company to Montour Railroad Company dated February 21, 1935 and recorded in Deed Book Volume 2512, page 83.

Easement granted to South Park Historical Society in deed from Consolidation Coal Company dated July 14, 2009 and recorded in Deed Book Volume 13988, page 313.

Trail Recreational Easement Agreement between Consol Mining Company LLC and Montour Trail Council dated April 4, 2014 and recorded in Deed Book Volume 16010, page 94.

Lease Agreement in Lieu of Condemnation granted to Port Authority of Allegheny County dated August 18, 1999, not recorded, but recited on the Library Park 'N Ride Plan recorded in Plan Book Volume 221, pages 142 and 143 and the South Park Historical Society Plan recorded in Plan Book Volume 266, page 2.

The following matters set forth on the Conoco Coal Development Company Plan recorded in Plan Book Volume 120, pages 108 to 112:

- a. Fifteen foot wide easement for ingress, egress and regress.
- b. Fifteen foot wide sewer easement.
- c. Piney Fork Creek crossing the land.
- d. Right of way of the Port Authority of Allegheny County.



- e. Note stating that a 5 foot strip is dedicated to the widening of Brownsville Road and a 5 foot strip is dedicated to the widening of Wood Street.

The following matters set forth on the Library Park 'N Ride Plan recorded in Plan Book Volume 221, pages 142 and 143:

- a. Fifty foot and 10 feet building lines along Brownsville and Library Roads. /
- b. Ten foot building line along Pleasant Street.
- c. Fifteen foot wide sewer easement (Municipal Authority of Bethel Park).
- d. Proposed 20 foot wide easement for existing 10 inch sanitary sewer.
- e. Note regarding sanitary sewer facilities.
- f. Piney Fork Creek crossing the land.

The following matters shown on the South Park Historical Society Plan recorded in Plan Book Volume 266, page 2:

- a. Ten foot building line along Brownsville and Library Roads.
- b. Ten foot building line along Pleasant Street.
- c. Twenty-five foot rear yard building line.
- d. Fifteen foot wide sewer easement (Municipal Authority of Bethel Park).
- e. Twenty foot wide easement for existing 10 inch sanitary sewer.
- f. Sixteen and one half foot wide easement for water line of Pennsylvania American Water Company.
- g. Easements for the benefit of the owners of Parcel A-2 for parking spaces and ingress, egress and regress.
- h. Piney Fork Creek crossing the land.

The following matters shown on the Consol Mining Company LLC R&D Property Plan No. 1 recorded in Plan Book Volume 290, page 19 and re-recorded in Plan Book Volume 290, page 30:

- a. Building lines.
- b. Storm sewer and sanitary sewer easements.

Temporary easement for a gas line granted to Consol Mining Company LLC by Temporary Cross Utility Easement Agreement between Consol Mining Company LLC and Mero South Park Ventures LLC dated October 27, 2016 and recorded in Deed Book Volume 16588, page 491; and terms and conditions set forth in said agreement.

First Amendment to Trail Recreational Easement Agreement dated August 6, 2018 between Mero South Park Ventures LLC and Montour Trail Council in Deed Book 17378, Page 351.

Easement for Development dated October 5, 2018 between Mero South Park Ventures LLC and West Penn Power Company in Deed Book Volume 17390, Page 544.

Instrument for the Declaration of Restrictions and Covenants (Post Construction Stormwater Management Best Management Practices) dated October 29, 2018 by Mero South Park Ventures LLC in Deed Book Volume 17432, Page 458.

Building Entrance Facility Grant between Mero South Park Ventures LLC and Verizon Pennsylvania LLC dated October 16, 2018 in Deed Book Volume 17452, Page 18.

Development Grant between Mero South Park Ventures LLC and Verizon Pennsylvania LLC dated October 16, 2018 in Deed Book Volume 17454, Page 44.

Deed of Easement and Right of Way between Mero South Park Ventures LLC and Pennsylvania-American Water Company dated February 20, 2019 in Deed Book Volume 17588, Page 519.

All matters shown on the Summit Station Phase 1 Subdivision Plan in Plan Book Volume 298, Page 106.

Open-End Mortgage and Assignment of Leases and Rents securing loan from Fifth Third Bank to Declarants in Mortgage Book Volume 49749, Page 430 and Deed Book 17357, Page 580, respectively.

**EXHIBIT "D"**  
**COMMON FACILITIES' IMPROVEMENTS**

Clubhouse Building, with equipment and furniture (excluding furniture in leasing office areas, see exhibit B), swimming pool. Pavement and other improvements located in common HOA parcels.

**EXHIBIT "E"****SUMMIT STATION OPERATION AND MAINTENANCE PLAN FOR BIORETENTION AREAS**

1. The Homeowner's Association (HOA) is responsible for Operation and Maintenance (O&M) of the stormwater management BMPs. If the HOA fails to adhere to the O&M agreement, the municipality may perform the services required and charge the owner the appropriate fees. Nonpayment of fees may result in a collection action including, but limited to, the filing of a municipal lien against the property.
2. Stormwater management BMPs include Bioretention Areas 1A, 1B, 2, and 3.
3. At a minimum, inspections of the facilities should be performed quarterly and during or immediately after the cessation of a 10-year or greater storm (3.5 inches in 24 hours).
4. Inspections shall be completed using the proper equipment necessary to inspect the facilities accurately and safely. Local, state, and federal safety regulations shall be employed during inspection.
5. The HOA shall maintain records of all inspections and associated maintenance/repair activities.
6. It shall be the responsibility of the HOA or HOA's contractor to comply with PADEP and other applicable local, state, and federal regulations; including but not limited to, the manner, direction, location, and condition of the waste disposal site chosen by site operations.
7. All waste material (including trash, sediment, debris, and other detritus removed from BMPs) shall be hauled off the site and disposed of at an approved location in compliance with all local, state, and federal regulations, unless noted otherwise herein.

**BIORETENTION AREAS 1A, 1B, 2, AND 3:**

- The Homeowner's Association (HOA) is responsible for Operation and Maintenance (O&M) of the stormwater management BMPs.
- At a minimum, inspections of the facilities should be performed quarterly and during or immediately after the cessation of a 10-year or greater storm (3.5 inches in 24 hours).
- During inspections, accumulated debris in the riprap inflow, planting bed, or the outlet structure that could clog the system should be removed immediately when observed. The planting bed should be kept clean of debris and heavy siltation. Remove and replace any dead trees and shrubs.
- While vegetation is being established, pruning and weeding may be required.
- Perennial plantings may be cut down at the end of growing season.
- Mulch should be re-spread when erosion is evident and may be replenished as needed. Once every 2 to 3 years the entire area may require mulch replacement. Triple shredded wood mulch should be used. Wood chips should not be used.
- Valve in outlet structure should be closed when installed and remained closed during normal operations. Use valve to dewater system prior to maintenance.
- If system does not drain because underlying soils have become clogged, valve may be left open during normal operations. If standing water is observed with valve open after 48 hours, flush underdrain via the cleanout. If system still has standing water after flushing, replace underdrain pipe, stone bedding/backfill, and geotextile wrap.



60 2019 000341 34

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

Instrument Number: 2019-34134

BK-DE VL-17827 PG-474

Recorded On: November 05, 2019 As-Deed Agreement

Parties: MERO SOUTH PARK VENTURES L L C

To FLATS AT SUMMIT STATION L L C

# of Pages: 10

Comment: 1ST AMEND DECL COVENANTS

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

Deed Agreement 166.75  
0  
0  
Total: 166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 11-05-2019 / Guy Hardy
NOT A DEED OF TRANSFER

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

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

**File Information:**

**Record and Return To:**

Document Number: 2019-34134  
Receipt Number: 3665758  
Recorded Date/Time: November 05, 2019 03:43:04P  
Book-Vol/Pg: BK-DE VL-17827 PG-474  
User / Station: J Clark - Cash Super 06

MEYER UNKOVIC SCOTT  
WILL CALL  
PITTSBURGH PA 15219



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

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Summit Station Neighborhood Association, Inc.)**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT STATION, A FLEXIBLE PLANNED COMMUNITY (this "Amendment") is made this 30<sup>th</sup> day of Oct, 2019 by **MERO SOUTH PARK VENTURES LLC**, a Pennsylvania limited liability company ("Mero"), **FLATS AT SUMMIT STATION LLC**, a Pennsylvania limited liability company ("Flats"; Flats and Mero are sometimes hereafter collectively called "Declarants") and is joined in, consented an agreed to by **NVR, INC.**, a Virginia corporation ("NVR").

**WITNESSETH:**

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated June 7, 2019 and recorded on June 11, 2019 in the Allegheny County Department of Real Estate ("Real Estate Department") in Deed Book Volume 17649, Page 309, Declarants submitted the Initial Project Property (as defined in the Declaration) to the terms of the Declaration and the Pennsylvania Planned Community Act, 68 P.S. § 5101, et. seq (the "Act"); and

WHEREAS, by virtue of the Declaration, Declarants established a planned community known as "Summit Station" (the "Planned Community"); and

WHEREAS, the Initial Project Property is shown on the Summit Station Phase 1 Subdivision Plan of record in the Real Estate Department in Plan Book Volume 298, page 106 (the "Plan"); and

WHEREAS, by Deed dated June 28, 2019 and of record in the Real Estate Department in Deed Book Volume 17677, Page 307, Mero conveyed Parcel 10 in the Plan to NVR under and subject to the Declaration; and

WHEREAS, except for Declarants and NVR (as to Parcel 10 in the Plan only), there are currently no other Owners (as that term is defined in the Declaration) of land subject to the Declaration; and

WHEREAS, by its terms, the Declaration may be amended with the approval of seventy-five (75%) percent of the votes in the Association (as that term is defined in the Declaration); and

WHEREAS, Declarants hold more than seventy-five (75%) percent of the votes in the Association; and

WHEREAS, Declarants wish to amend and supplement certain terms and provisions of the Declaration; and

WHEREAS, NVR joins in, consents and agrees to this Amendment for the purpose of encumbering and making Parcel 10 subject to the terms of this Amendment.

NOW, THEREFORE, with the consent and agreement of NVR, Declarants hereby amend the Declaration as set forth below and declare that all of the Initial Project Property, including Parcel 10 as shown on the Plan shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the land, being all of the Initial Project Property (including Parcel 10) and, the Flexible Land (as defined in the Declaration if all or any part of the Flexible Land subsequently be submitted to the terms of the Declaration), and shall be binding on all parties having any right, title or interest in the Initial Project Property (including Parcel 10) or the Flexible Land or any part of any of such land, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

**SECTION 1.0: Preambles; Defined Terms**

The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given such terms in the Declaration.

**SECTION 2.0: Capital Improvement Fee**

Section 13.3.2 is added to the Declaration, to read as follows:

13.3.2. Capital Improvement Fee. In order that the Association may build up and establish appropriate reserves for future capital improvements, and in addition to any fee charged by the Association for preparation of a resale certificate as provided for in the Act, upon the resale of any Attached Unit or Detached Unit by an Owner other than (a) the Declarant or (b) the original builder of the Attached Unit or Detached Unit, as the case may be, the Owner reselling the Attached Unit or Detached Unit, as the case may be, shall pay to the Association at the time of delivery of the deed to the new Owner, a fee (the "Capital Improvement Fee") as provided for in Section 5302(12) of the Act. If the resale of the Attached Unit or Detached Unit occurs prior to December 31, 2026 the Capital Improvement Fee shall be Five Hundred (\$500.00) Dollars and if the resale of the Attached Unit or Detached Unit occurs after December 31, 2026 the Capital Improvement Fee shall be One Thousand (\$1000.00) Dollars; provided, however, that in no event shall the Capital Improvement Fee to be paid to the Association on account of the resale of an Attached Unit or Detached Unit exceed the maximum amount allowed under Section 5302(12) of the Act. All Capital Improvement Fees paid to and collected by the Association shall be maintained in a separate capital account and shall only be expended as provided for in the Act.

**SECTION 3.0: NVR Consent**

With the intent to be legally bound, NVR joins in and consents and agrees to this Amendment to the end that it and Parcel 10 shall be encumbered by, subject to and bound by its terms as fully as if title to Parcel 10 was still owned by Declarants.

All of the terms, covenants and conditions of this Amendment shall as to Parcel 10, run with the land and be binding upon NVR, its successors and assigns, as well as any parties having any right, title or interest in and to Parcel 10 or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner of all or part of Parcel 10.

**SECTION 4.0: No other changes or amendments; miscellaneous**

Neither the Declaration nor this Amendment may be further modified or amended except in writing, as provided for in the Declaration. This Amendment shall be recorded in the Allegheny County Deed Registry Office and the terms and conditions hereof shall run with the land, and inure to the benefit of and shall be binding upon Mero, Flats and their respective successors and assigns. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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SIGNATURE PAGE ATTACHED





STATE OF OHIO )  
 ) SS:  
COUNTY OF Franklin )

On this 30th day of Oct, A.D., 2019, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino, the Manager of MERO SOUTH PARK VENTURES LLC, a Pennsylvania limited liability company, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer of the general partner.

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

Catherine R Saporito  
Notary Public

MY COMMISSION EXPIRES:



CATHERINE R SAPORITO  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
March 25, 2023

STATE OF OHIO )  
 ) SS:  
COUNTY OF Franklin )

On this the 30th day of Oct, 2019, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino who acknowledged himself to be the Manager of Flats at Summit Station LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

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

Catherine R Saporito  
Notary Public

MY COMMISSION EXPIRES:



CATHERINE R SAPORITO  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
March 25, 2023

SIGNATURE PAGE TO FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, Declarants and NVR, by their duly authorized manager or officer, as the case may be, have caused this instrument to be executed as of the day and year first above written.

WITNESS: MERO SOUTH PARK VENTURES LLC, a  
Pennsylvania limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

WITNESS: FLATS AT SUMMIT STATION LLC, a  
Pennsylvania limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

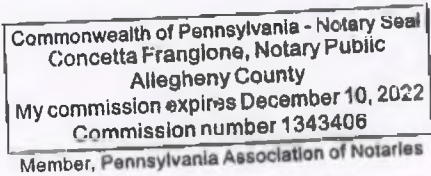
WITNESS/ATTEST: NVR, INC., a Virginia corporation

Cindy Morrow  
By:   
Name: David Hilke  
Title: Vice President

STATE OF Pennsylvania )  
 ) SS:  
COUNTY OF Allegheny )

On this 31 day of October, A.D., 2019, before me, a Notary Public, the undersigned officer, personally appeared David Hilton the Vice President of NVR, INC., a Virginia corporation, and that she/he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by herself/himself as such officer of the general partner.

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



Concetta Frangione  
Notary Public

**CONSENT OF MORTGAGEE**

Fifth Third Bank, an Ohio banking corporation ("Mortgagee"), for itself, its successors and assigns, and in its capacity as the holder of a mortgage on Declarants' interest in the Property, hereby consents to the making and recording of the attached Amendment and covenants and agrees that notwithstanding the prior recordation of its Mortgage, the foregoing Amendment and all of its terms, covenants and conditions shall remain in full force and effect regardless of any foreclosure of its Mortgage or if Mortgagee acquires title to all or any part of the Property by deed in lieu of foreclosure or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Mortgagee as of the date set forth below, intending to be legally bound hereby.

WITNESS/ATTEST:  
banking corporation

MORTGAGEE: FIFTH THIRD BANK, an Ohio

[Handwritten Signature]

By: [Handwritten Signature]  
Name: ERICH MURRAY, VP  
Title: Vice President  
Date: 10/31/2019

STATE OF Ohio )  
 ) ss:  
COUNTY OF Franklin )

On this, the 31<sup>st</sup> day of Oct, 2019, before me, a Notary Public, the undersigned officer, personally appeared Erich Murray, who acknowledged himself/herself to be the Vice President of FIFTH THIRD BANK, an Ohio banking corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as such officer.

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

My commission expires:



[Handwritten Signature]  
Notary Public

CATHERINE R SAPORITO  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
March 25, 2023

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Summit Station Neighborhood  
Association, Inc.)**

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**By and Between**

**MERO SOUTH PARK VENTURES LLC,  
a Pennsylvania limited liability company**

**and**

**FLATS AT SUMMIT STATION LLC,  
a Pennsylvania limited liability company**

**and is joined in, consented and  
agreed to by:**

**NVR, INC., a Virginia corporation**

**RECORDER, WILL CALL/PICK UP:**



**MEYER UNKOVIC SCOTT**

**ATTORNEYS AT LAW**

**Kevin F. McKeegan, Esquire**  
535 Smithfield Street, Suite 1300  
Pittsburgh, PA 15222  
(412) 456-2838

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Summit Station Neighborhood Association, Inc.)**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT STATION, A FLEXIBLE PLANNED COMMUNITY (this "Second Amendment") is made this 8th day of November, 2021 by **MERO SOUTH PARK VENTURES LLC**, a Pennsylvania limited liability company ("Mero"), **FLATS AT SUMMIT STATION LLC**, a Pennsylvania limited liability company ("Flats"; Flats and Mero are sometimes hereafter collectively called "Declarants") and **SUMMIT STATION NEIGHBORHOOD ASSOCIATION, INC.**, a Pennsylvania non-profit corporation ("SSNA").

**WITNESSETH:**

WHEREAS, by Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") dated June 7, 2019 and recorded on June 11, 2019 in the Allegheny County Department of Real Estate ("Real Estate Department") in Deed Book Volume 17649, Page 309, Declarants submitted the Initial Project Property (as defined in the Declaration) to the terms of the Declaration and the Pennsylvania Planned Community Act, 68 P.S. § 5101, et. seq (the "Act"); and

WHEREAS, by virtue of the Original Declaration, Declarants established a planned community known as "Summit Station" (the "Planned Community"); and

WHEREAS, SSNA is the "Association" (as that term is defined in the Declaration) organized and created pursuant to the Act as the unit owners association for the Planned Community; and

WHEREAS, certain specified provisions of the Original Declaration were previously amended by First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated October 30, 2019 and recorded in the Real Estate Department in Deed Book Volume 17827, Page 474; and

WHEREAS, Declarants and SSNA wish to amend and supplement certain other terms and provisions of the Original Declaration not addressed in the First Amendment.

NOW, THEREFORE, intending to be legally bound hereby, Declarants and SSNA hereby amend the Original Declaration as set forth below and declare that from and after the date of recording this Second Amendment all of the Planned Community shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the land, being all of the Initial Project Property and the Flexible Land (as those terms are defined in the Original Declaration) and shall be binding on

all parties having any right, title or interest in the Initial Project Property or the Flexible Land or any part of any of such land, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

**SECTION 1.0: Preambles; Defined Terms**

The preambles recited above are incorporated herein as if set forth at length. All capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meaning given such terms in the Original Declaration.

**SECTION 2.0: Declarants' Reservations**

Declarants intend, acknowledge and agree that the reservation in Section 2.0 of the Declaration allowing for Additional Real Estate to be added to the Planned Community may be exercised by Mero only, that the recording of any subsequent amendment or other instrument adding Additional Real Estate to the Planned Community shall be fully effective and binding if executed and acknowledged only by Mero and that the joinder of Flats in any such amendment or other instrument adding Additional Real Estate to the Planned Community is not necessary for any such Additional Real Estate to be added to the Planned Community

**SECTION 3.0: Sheds**

A. Section 3.1.1 of the Original Declaration, captioned "Residential Use," is amended by deleting therefrom the following sentence:

*No improvement or structure whatsoever, other than a private dwelling house, decks and patio wall, in-ground swimming pools (if permitted under Section 4.2.4 below) and legally permitted ancillary structures, including for storm water facilities, water meter pits or other utilities may be erected, placed or maintained on a Detached Unit Parcel.*

and replacing it in its entirety with the following:

No improvement or structure whatsoever, other than a private dwelling house, decks and patio wall, in-ground swimming pools (if permitted under Section 4.2.4 below), sheds (subject to Section 3.1.9, below) and legally permitted ancillary structures, including for storm water facilities, water meter pits or other utilities may be erected, placed or maintained on a Detached Unit Parcel.

(Emphasis only to identify revision.)

B. Section 3.1.9 of the Original Declaration, captioned "Outbuildings; Accessory Structures," is deleted and replaced in its entirety by the following:

**3.1.9 Outbuildings; Accessory Structures.** No tent or carport shall be permanently erected upon any Lot. Except as accessory structures to the Apartment Buildings or to the Common Facilities on the HOA Property, no outbuildings, garage, shed, trailer or temporary Building of any kind shall be erected, constructed, permitted or maintained prior to commencement of the erection of a residence, as is



permitted hereby, and no outbuilding, garage, shed, tent, trailer, basement or temporary Building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent (a) the use of a temporary construction shed or trailer during the period of actual construction of any structure on any Lot in the Property or (b) the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction. Storage sheds are permitted as an accessory structure on Lots containing a Detached Unit subject to the following:

a. The shed shall be no larger than twelve (12') feet wide by fourteen (14') feet deep;

b. The shed must be erected on a foundation of either concrete or pressure treated wood;

c. The exterior of the shed must be sided with vinyl or "T-111" type material, painted or colored to match the colors of the Detached Unit on the Lot;

d. The roof of the shed must be shingled to match the Detached Unit on the Lot;

e. The shed must include gutters and downspouts for control of water drainage;

f. If required because of adverse topographic conditions on the Lot, a ramp to the shed is permitted but only if constructed of pressure treated wood;

g. Any grading for the shed must be reviewed and approved by Declarants prior to commencement of construction; no grading or construction will be permitted that adversely affects the Planned Community's storm water management systems and controls; and

h. The shed may only be placed in the rear of the Lot, shall be hidden from view from the street fronting or on the side of the Detached Unit and may not be situate in a location that would interfere with any easement on the Lot.

Sheds shall be prohibited on Lots containing Attached Units and garages as accessory structures shall be prohibited on all Lots.

#### **SECTION 4.0: Allocation of Expenses to Unimproved Lots**

Section 14.2 of the Original Declaration captioned "Unimproved Lots" is amended by deleting therefrom the first sentence reading:

*An Unimproved Lot shall not be subject to a common expense assessment until the earlier of completion of construction of the Attached Unit or Detached Unit, as the case may be, on the Lot or six (6) months after the date title to the Unimproved Lot is conveyed by Mero to a third-party successor.*

and replacing it in its entirety with the following:

Because during construction of an Attached Unit or Detached Unit the Owner of an Unimproved Lot shall not have access to the Community Center or other amenities in the Planned Community, no Unimproved Lot shall be subject to a common expense assessment until the date title to the Unimproved Lot is conveyed by Mero to a third party successor, but thereafter a common expense assessment of fifteen (\$15.00) per month shall be imposed on the Unimproved Lot until the first to occur of (a) completion of construction of the Attached Unit or Detached Unit, as the case may be, on the Lot (as evidenced by the issuance of a certificate of occupancy for the Attached Unit or Detached Unit) or (b) six (6) months after the date that title to the Unimproved Lot is conveyed by Mero to a third party successor.

**SECTION 5.0: No other changes or amendments; miscellaneous**

None of the Original Declaration, the First Amendment nor this Second Amendment may be further modified or amended except in writing, as provided for in the Declaration. This Second Amendment shall be recorded in the Allegheny County Deed Registry Office and from and after the date of such recording the terms and conditions hereof shall run with the land and inure to the benefit of and shall be binding upon Mero, Flats, SSNA and their respective successors and assigns. This Second Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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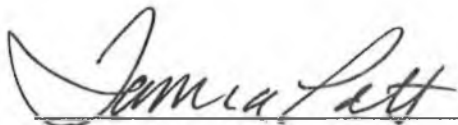
SIGNATURE PAGE ATTACHED

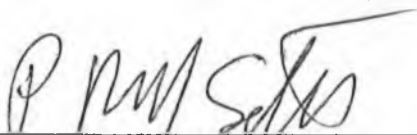
SIGNATURE PAGE TO SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

IN WITNESS WHEREOF, Declarants and SSNA, by their duly authorized manager or officer, as the case may be, have caused this instrument to be executed as of the day and year first above written.

WITNESS:

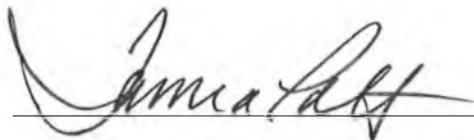
MERO SOUTH PARK VENTURES LLC, a Pennsylvania limited liability company

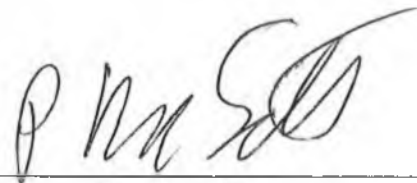
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

WITNESS:

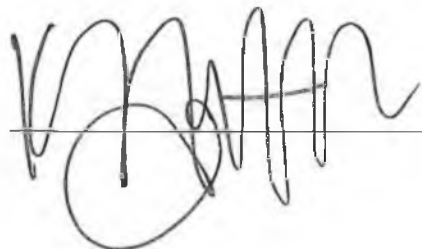
FLATS AT SUMMIT STATION LLC, a Pennsylvania limited liability company

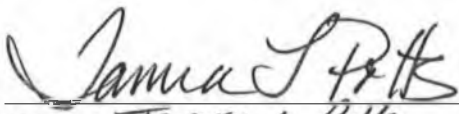
  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: P. Ronald Sabatino  
Title: Manager

WITNESS/ATTEST:

SUMMIT STATION NEIGHBORHOOD ASSOCIATION, INC., a Pennsylvania non-profit corporation

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Name: Tamra L. Pitts  
Title: CEO + President of ASNA

STATE OF OHIO )  
 ) SS:  
COUNTY OF Franklin )

On this 8 day of November, A.D., 2021, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino, the Manager of MERO SOUTH PARK VENTURES LLC, a Pennsylvania limited liability company, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such officer of the general partner.

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

*Lana Yates*



Notary Public  
LANA YATES  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 22, 2023

MY COMMISSION EXPIRES: 2/22/23

STATE OF OHIO )  
 ) SS:  
COUNTY OF Franklin )

On this the 8 day of November, 2021, before me, a Notary Public, the undersigned officer, personally appeared P. Ronald Sabatino who acknowledged himself to be the Manager of Flats at Summit Station LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

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

*Lana Yates*



LANA YATES Notary Public  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 22, 2023

MY COMMISSION EXPIRES:

STATE OF OHIO Franklin )  
 )  
COUNTY OF Franklin ) SS:

On this the 8th day of November, 2021, before me, a Notary Public, the undersigned officer, personally appeared Tamra Roberts who acknowledged herself/himself to be the President of Summit Station Neighborhood Association, Inc., a Pennsylvania non-profit corporation, and that she/he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as President.

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

Lana Yates  
Notary Public

MY COMMISSION EXPIRES: 2/22/23



LANA YATES  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 22, 2023

---

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Summit Station Neighborhood  
Association, Inc.)**

---

By and Among

**MERO SOUTH PARK VENTURES LLC,  
a Pennsylvania limited liability company**

and

**FLATS AT SUMMIT STATION LLC,  
a Pennsylvania limited liability company**

and

**SUMMIT STATION NEIGHBORHOOD ASSOCIATION,  
INC., a Pennsylvania nonprofit corporation**

**RECORDER, WILL CALL/PICK UP:**



**MEYER UNKOVIC SCOTT**  
ATTORNEYS AT LAW

**Kevin F. McKeegan, Esquire**  
535 Smithfield Street, Suite 1300  
Pittsburgh, PA 15222  
(412) 456-2838

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
(Summit Station)**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT STATION, A FLEXIBLE PLANNED COMMUNITY (this "Third Amendment") is made this 20th day of November, 2021 by MERO SOUTH PARK VENTURES LLC a Pennsylvania limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant, together with Flats at Summit Station LLC, a Pennsylvania limited liability company ("Flats") established that certain Declaration of Covenants, Conditions and Restrictions for Summit Station, a Flexible Planned Community, dated as of June 7, 2019 (the "Original Declaration"), which Original Declaration was recorded in the Allegheny County Department of Real Estate on June 11, 2019 in Deed Book Volume 17649, page 309, pursuant to the provisions of the Uniform Planned Community Act of Pennsylvania, 68 P.S. §§5101 et. seq. (the "Act"); and

WHEREAS, by virtue of the Declaration, Declarant and Flats established a planned community known as "Summit Station" (the "Planned Community"); and

WHEREAS, certain specified provisions of the Original Declaration were amended by First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated October 30, 2019 and recorded in the Real Estate Department in Deed Book Volume 17827, Page 474; and

WHEREAS, certain other specified provisions of the Original Declaration were also amended by Second Amendment to Declaration of Covenants, Conditions and Restriction (the "Second Amendment") dated November 8, 2021 and to be recorded prior to this Third Amendment; and

WHEREAS, among other things, the Second Amendment provides that the right of the Declarants to add Additional Real Estate to the Planned Community may be exercised by Mero alone, without the joinder of Flats; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Original Declaration; and

WHEREAS, the Original Declaration, the First Amendment and the Second Amendment are sometimes hereinafter together referred to as the "Declaration"; and

WHEREAS, pursuant to Section 2.0 of the Original Declaration, Declarant has the right to submit Convertible Real Estate (as that term is defined in the Original Declaration) to the Declaration, in order to add real estate to the Planned Community, and thereby add Lots to the Planned Community.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Declaration for the purpose of submitting to the Declaration certain of the "Flexible Land" (as defined in the Original Declaration) as follows:

1. Preambles. The preambles recited above are incorporated herein as if set forth at length. Capitalized terms used in this Amendment and not otherwise defined herein or in the Act shall have the meaning given those terms in the Declaration.

2. Conversion of Certain Real Estate.

Declarant hereby converts to the Planned Community and submits to the terms and conditions of the Declaration, the real estate described on Exhibit "A" to this Third Amendment (the "Converted Real Estate"). The Converted Real Estate is shown on Exhibit "B" to this Amendment, which Exhibit "B" shall be deemed to be an amendment to all previously recorded plats and plans for the Planned Community. The Converted Real Estate includes the Lots and Parcels described on Exhibit A shown and numbered on Exhibit "B." The allocation of votes in the Association and each Unit's share in common expenses from and after the date of recording this Amendment shall be determined in accordance with Section 2.1.3 of the Original Declaration.

3. No Other Change or Modification. Except as specifically set forth herein, the Declaration remains in full force and effect and, by this Amendment, the undersigned confirms that the Declaration, as amended and modified by this Amendment, remains binding upon the Planned Community. No other change or modification to the Declaration or this Amendment may be made except in accordance with the terms and conditions of the Declaration and/or the Act.

4. Miscellaneous. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Amendment shall be recorded in the Department of Real Estate of Allegheny County, Pennsylvania. For clarity and the avoidance of doubt, from and after the date of recording this Third Amendment all of the Converted Real Estate shall be held, sold and conveyed subject to the covenants, conditions and restrictions set out in the Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the land, and shall be binding on all parties having any right, title or interest in the Converted Real Estate or any part of any of such land, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.





## EXHIBIT "A"

### Converted Real Estate Submitted to the Declaration

ALL those certain lots parcels or tracts of land in South Park Township, Allegheny County, Pennsylvania all as shown on the Summit Station Phase II Subdivision, of record in the Allegheny County Department of Real Estate in Plan Book Volume 308, Page 179 (the "Phase II Plan"), being:

1. As Detached Unit Parcels for Detached Units (as those terms are defined in the Declaration), Lots 217-221, inclusive, fronting Peak Drive; and
2. As Detached Unit Parcels for Detached Units (as those terms are defined in the Declaration), Lots 239-256, inclusive, fronting Pinnacle Way; and
3. As Attached Unit Parcels of Attached Units (as those terms are defined in the Declaration), Parcels 204-209, inclusive, fronting Penbrook Drive, said Parcels 205-209, inclusive to be subsequently further subdivided for use as attached single-family dwellings; and
4. As HOA Property (as that term is defined in the Declaration), Parcel 233 Open Space, Parcel 233A Bioretention Area, Parcel 201 Open Space and Parcel 202 Open Space.

The foregoing Lots and Parcels being outlined on the reduced copy of the Phase II Plan attached as Exhibit "B"

**EXHIBIT "B"**

**Graphic Depiction of Lots Submitted to Declaration**

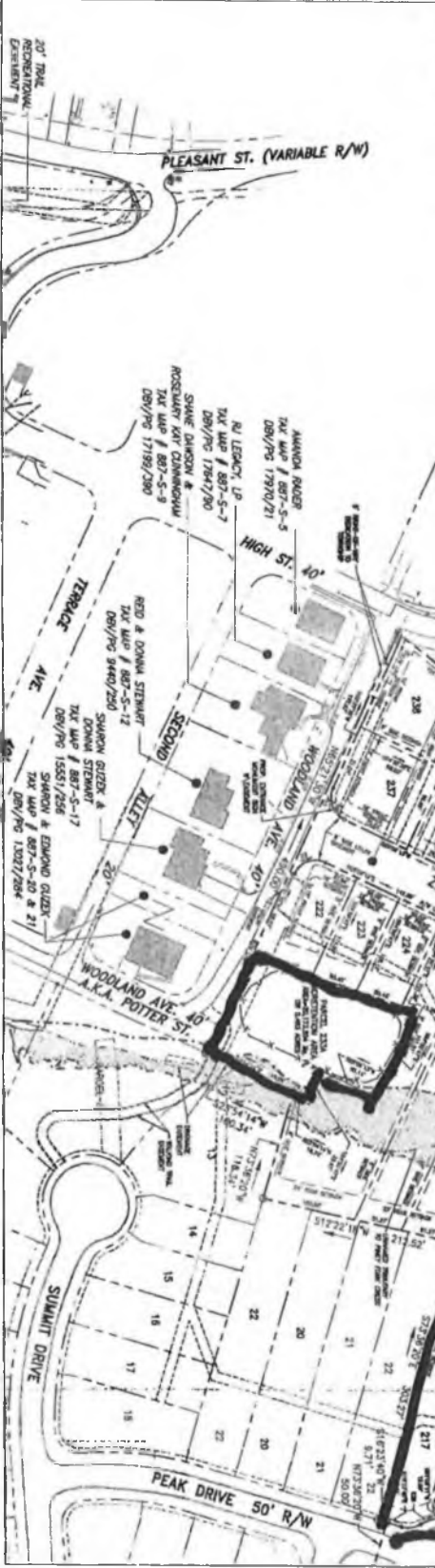
(see attached)





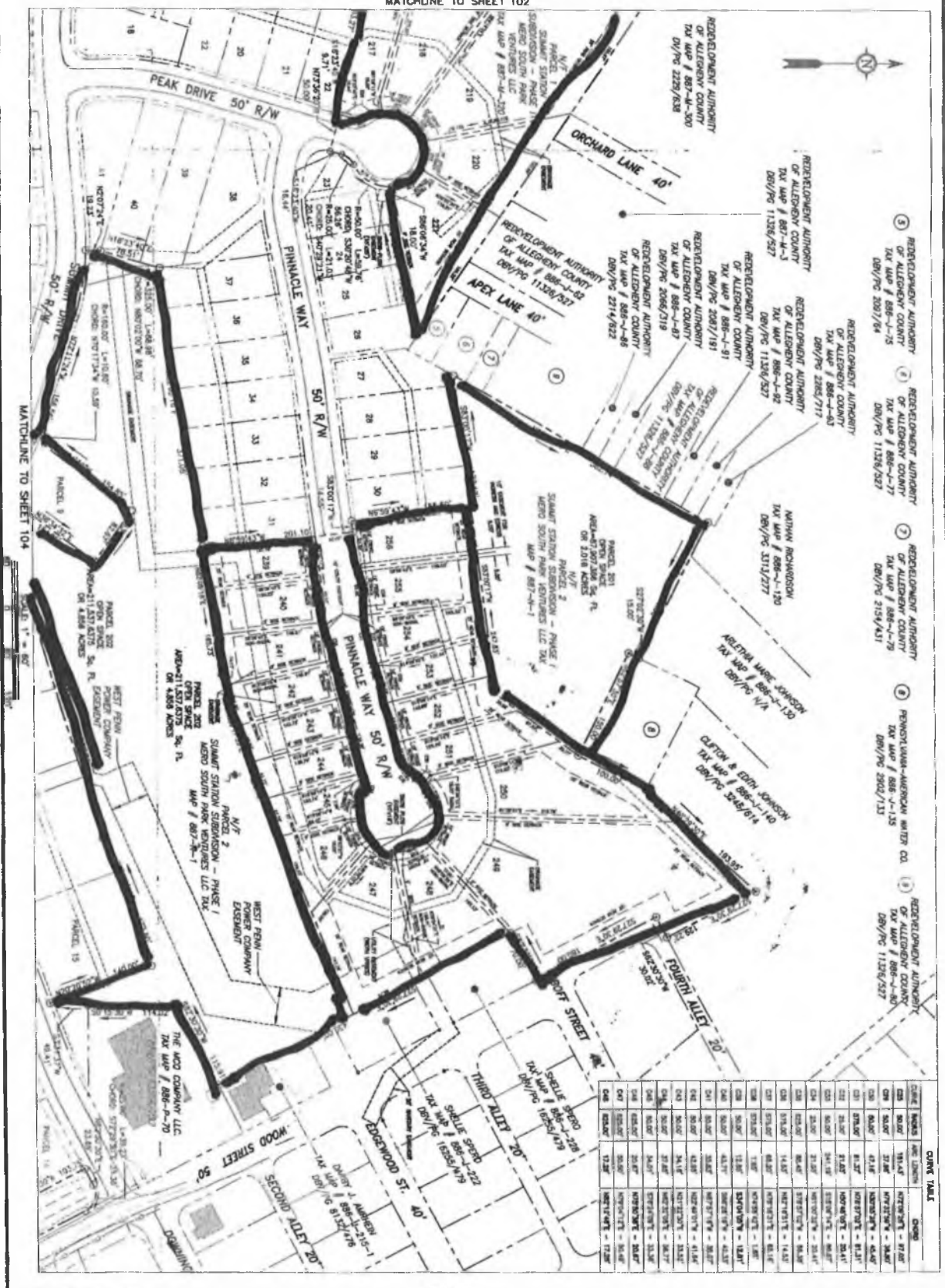
OWNER	NO. LOTS	OWNER
C1	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C2	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C3	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C4	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C5	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C6	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C7	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C8	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C9	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C10	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C11	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C12	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C13	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C14	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C15	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C16	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C17	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C18	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C19	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY
C20	20	REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY

NOTE: DIMENSIONS ON PERFORMANCE OF THE MAPS ARE TO BE USED FOR THE PURPOSES OF THE 200 REGULATIONS AND THE SOUTH PARK FLOOR PLAN ORDINANCE.



MATCHLINE TO SHEET 103

	<b>PROJECT</b> MICRO SOUTH PARK - PHASE II TOWNSHIP OF SOUTH PARK ALLEGHENY COUNTY, PA	<b>OWNER</b> MICRO SOUTH PARK VENTURES, LLC 3808 STONEHURST LANE DUBLIN, OHIO 43017 614-923-4000	<b>DATE</b> 11/15/2024	<b>SCALE</b> AS SHOWN	<b>PROJECT NO.</b> 2024-001
	<b>PREPARED BY</b> 2020 CAT CONSULTANTS 1111 BROADWAY PITTSBURGH, PA 15222 412-261-1111 www.2020cat.com	<b>DATE</b> 11/15/2024	<b>PROJECT NO.</b> 2024-001	<b>SCALE</b> AS SHOWN	<b>PROJECT NO.</b> 2024-001



- 1 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 2 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-17 DB/P/C 1128/527
- 3 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 4 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 5 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 6 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 7 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 8 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 9 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 10 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 11 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 12 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
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- 14 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 15 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 16 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 17 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 18 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 19 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 20 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 21 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 22 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 23 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 24 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 25 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 26 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 27 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 28 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 29 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 30 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 31 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74
- 32 REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY TAX MAP # 886-J-15 DB/P/C 2003/74

GRID TABLE

GRID	MARKS	AGE	CLASS	COORD
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009	009	10.00	STREET - 10.00	
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050	050	10.00	STREET - 10.00	

© 2020 GAT Consultants

PROJECT: MERO SOUTH PARK - PHASE II TOWNSHIP OF SOUTH PARK ALLEGHENY COUNTY, PA

CLIENT: MERO SOUTH PARK VENTURES, LLA 5605 STONERIDGE LANE DUBLIN, OHIO 43017 614-933-4000

DATE: 11/15/2020

SCALE: AS SHOWN

**SUBMIT STATION PHASE II SUBDIVISION**

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY	11/15/2020		
2	REVISED	11/15/2020		
3	REVISED	11/15/2020		
4	REVISED	11/15/2020		
5	REVISED	11/15/2020		
6	REVISED	11/15/2020		
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46	REVISED	11/15/2020		
47	REVISED	11/15/2020		
48	REVISED	11/15/2020		
49	REVISED	11/15/2020		
50	REVISED	11/15/2020		

SCALE: 1" = 40'

DATE: 11/15/2020







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**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
(Summit Station)**

---

By

**MERO SOUTH PARK VENTURES LLC,  
a Pennsylvania limited liability company**

**RECORDER, WILL CALL/PICK UP:**



**MEYER UNKOVIC SCOTT**

GENERAL COUNSEL

**Kevin F. McKeegan, Esquire**

535 Smithfield Street, Suite 1300

Pittsburgh, PA 15222

(412) 456-2838

Official Receipt for Recording in:

Department of Real Estate  
101 County Office Bldg - 542 Forbes Avenue  
542 Forbes Avenue  
Pittsburgh, PA 15219

Issued To:  
CUSTOMER  
PITTSBURGH PA 15219

Recording Fees

Filing Type	Number	Volm	Page	Time	Recording Amount
-------------	--------	------	------	------	------------------

Deed Agreement	18268	18935	00414	10:46:43a	181.75
FOURTH AMEND DEC COVENANT					
DR-MERO SOUTH PARK VENTURES L L C					
IN-MERO SOUTH PARK VENTURES L L C					

Not a Deed of Transfer	18268	18935	00414	10:46:43a	.00
DR-MERO SOUTH PARK VENTURES L L C					
IN-MERO SOUTH PARK VENTURES L L C					

Collected Amounts 181.75

Payment Type	Amount
2-Check	181.75
	181.75

Total Received :	181.75
Less Total Recordings:	181.75
Change Due :	.00

Thank You  
JESSICA GAROFOLD - Department of Real Estate

By - Lois Manuel

Receipt# Date Time  
4129399 06/15/2022 10:46a

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
(Summit Station)**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMIT STATION, A FLEXIBLE PLANNED COMMUNITY (this "Fourth Amendment") is made this 13 day of June, 2022 by MERO SOUTH PARK VENTURES LLC a Pennsylvania limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant, together with Flats at Summit Station LLC, a Pennsylvania limited liability company ("Flats") established that certain Declaration of Covenants, Conditions and Restrictions for Summit Station, a Flexible Planned Community, dated as of June 7, 2019 (the "Original Declaration"), which Original Declaration was recorded in the Allegheny County Department of Real Estate ("Real Estate Department") on June 11, 2019 in Deed Book Volume 17649, page 309, pursuant to the provisions of the Uniform Planned Community Act of Pennsylvania, 68 P.S. §§5101 et. seq. (the "Act"); and

WHEREAS, by virtue of the Declaration, Declarant and Flats established a planned community known as "Summit Station" (the "Planned Community"); and

WHEREAS, pursuant to Section 2.0 of the Original Declaration, Declarant and Flats reserved the right to submit Convertible Real Estate (as that term is defined in the Original Declaration) to the Declaration, in order to add real estate to the Planned Community, and thereby add Lots to the Planned Community; and

WHEREAS, certain specified provisions of the Original Declaration were amended by First Amendment to Declaration of Covenants, Conditions and Restrictions (the "First Amendment") dated October 30, 2019 and recorded in the Real Estate Department in Deed Book Volume 17827, Page 474; and

WHEREAS, certain other specified provisions of the Original Declaration were also amended by Second Amendment to Declaration of Covenants, Conditions and Restriction (the "Second Amendment") dated November 8, 2021 and recorded in the Real Estate Department in Deed Book Volume 18701, Page 193; and

WHEREAS, among other things, the Second Amendment provides that the right of the Declarants to add Additional Real Estate to the Planned Community may be exercised by Mero alone, without the joinder of Flats; and

WHEREAS, by Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Third Amendment") dated November 20, 2021 and recorded in the Real Estate Department in Deed Book Volume 18701, Page 202, Declarant amended the Declaration and submitted a portion of the "Flexible Land" (as defined in the

Original Declaration) to the Declaration thereby adding Lots to the Planned Community; and

WHEREAS, Declarant wishes to submit an additional portion of the Flexible Land to the Declaration thereby adding Lots to the Planned Community; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Original Declaration; and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment and the Third Amendment are sometimes hereinafter together referred to as the "Declaration.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Declaration for the purpose of submitting to the Declaration certain of the "Flexible Land" (as defined in the Original Declaration) as follows:

1. Preambles. The preambles recited above are incorporated herein as if set forth at length. Capitalized terms used in this Amendment and not otherwise defined herein or in the Act shall have the meaning given those terms in the Declaration.

2. Conversion of Certain Real Estate.

Declarant hereby converts to the Planned Community and submits to the terms and conditions of the Declaration, the real estate described on Exhibit "A" to this Fourth Amendment (the "Converted Real Estate"). The Converted Real Estate is shown on Exhibit "B" to this Amendment, which Exhibit "B" shall be deemed to be an amendment to all previously recorded plats and plans for the Planned Community. The Converted Real Estate includes the Lots and Parcels described on Exhibit A shown and numbered on Exhibit "B." The allocation of votes in the Association and each Unit's share in common expenses from and after the date of recording this Amendment shall be determined in accordance with Section 2.1.3 of the Original Declaration.

3. No Other Change or Modification. Except as specifically set forth herein, the Declaration remains in full force and effect and, by this Amendment, the undersigned confirms that the Declaration, as amended and modified by this Amendment, remains binding upon the Planned Community. No other change or modification to the Declaration or this Amendment may be made except in accordance with the terms and conditions of the Declaration and/or the Act.

4. Miscellaneous. This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Amendment shall be recorded in the Department of Real Estate of Allegheny County, Pennsylvania. For clarity and the avoidance of doubt, from and after the date of recording this Third Amendment all of the Converted Real Estate shall be held, sold and conveyed subject to the covenants, conditions and restrictions set out in the Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall run with the land, and shall be binding on all parties having any right, title or interest in



## **EXHIBIT "A"**

### **Converted Real Estate Submitted to the Declaration**

ALL those certain lots parcels or tracts of land in South Park Township, Allegheny County, Pennsylvania all as shown on the Summit Station Phase II Subdivision, of record in the Allegheny County Department of Real Estate in Plan Book Volume 308, Page 179 (the "Phase II Plan"), being:

1. As Detached Unit Parcels for Detached Units (as those terms are defined in the Declaration), Lots 222-237, inclusive, fronting Zenith Lane; and
2. As a Detached Unit Parcel for a Detached Units (as those terms are defined in the Declaration), Lot 238, inclusive, fronting Woodland Avenue.

The foregoing Lots being outlined on the reduced copy of the Phase II Plan attached as Exhibit "B"

**EXHIBIT "B"**

**Graphic Depiction of Convertible Real Estate Submitted to Declaration**

(see attached)



**OWNER'S ADOPTION**

MEMO SOUTH PARK VENTURES, LLC, a limited liability company formed in the State of Ohio, owner of the land shown in the attached EXHIBIT PHASE I DEVELOPMENT, hereby adopts this plan as its Plan of Lots and Improvements and all streets and other property identified for dedication on this plan to the Township of South Park, Allegheny County, Pennsylvania. The adoption and dedication shall be binding upon the company and upon its successors and assigns.

IN WITNESS WHEREOF, on this 13<sup>th</sup> day of April 2021.

*Chad Yantis*  
*Chad Yantis*  
 CHAD YANTIS  
 CEO  
 MEMO SOUTH PARK VENTURES, LLC  
 2000 Washington Lane  
 South Park, PA 15127  
 Phone: 412-822-4200

Before me, the undersigned Notary Public, in and for the Commonwealth of Pennsylvania, in Allegheny County, Allegheny, personally appeared Chad Yantis, the CEO of MEMO SOUTH PARK VENTURES, LLC, who acknowledged the foregoing instrument and dedication to be the act of the company.

Witness my hand and official seal this 13<sup>th</sup> day of April 2021.

My commission expires the 22<sup>nd</sup> day of February 2023.

*Jane Yantis*  
*Lane Yantis*  
 JANE YANTIS  
 LANE YANTIS  
 Notary Public



**FILE Third Bank**  
 President of the property located in the 2000 South Park  
 Road 1, Allegheny, Pennsylvania, in the amount of \$100,000 and all other orders  
 according to the plan.

*Frank Murray, VP Fifth Third Bank*  
*Eric H. Brown, President*  
 ERIC H. BROWN  
 ERIC H. BROWN, Vice President

**SOUTH PARK TOWNSHIP**

I certify that the plan meets all engineering and design requirements of the applicable ordinances of the Township of South Park, except as departures have been authorized by the provisions of this Township.

*Chad Yantis*  
 CHAD YANTIS  
 Registration Number 334177-2

Received by the South Park Township Planning Commission on the 13<sup>th</sup> day of January 2021.

*Chad Yantis*  
 CHAD YANTIS  
 Chairman

The Board of Supervisors of the Township of South Park hereby gives public notice that in approving this plan for recording purposes only, the Township of South Park does not assume any liability, legal or otherwise, commitment or implied, either to construct said streets, or roads, or roads, or parks, or more the streets to said plan, or to construct any other such improvements indicated in the plan.

Approved by the Board of Supervisors of the Township of South Park, this 13<sup>th</sup> day of February 2021.

*David M. Baker*  
 DAVID M. BAKER  
 Township President

**SURVEYOR'S CERTIFICATION**

I, David M. Baker, a Professional Land Surveyor of the Commonwealth of Pennsylvania, do hereby certify to the best of my information, knowledge and belief that the survey and plan shows corners are correct and accurate to the standards required.

11/30/2020  
 David M. Baker  
 David M. Baker  
 Reg. No. 21-00030

**PURPOSE:**

TO SUBMIT THE PARCELS 047-0-370, 048-0-4 & 048-0-1

**OWNER INFORMATION:**

PARCELS 047-0-370, 048-0-4 & 048-0-1  
 MEMO SOUTH PARK VENTURES, LLC  
 2000 Washington Lane  
 South Park, PA 15127  
 Phone: 412-822-4200  
 DBU 4588 PG 486

**ALLEGHENY COUNTY**

Received by the Allegheny County Department of Economic Development on this day of April 2021.

*John T. Mack*  
 JOHN T. MACK  
 Director

Recorded in the Department of Real Estate of Allegheny County, Commonwealth of Pennsylvania in Plan Book volume 202 Page 3037

Given under my hand and seal this 30<sup>th</sup> day of April 2021.

The Township of South Park agrees not to issue building permits until the "Timing Model for Land Development" has been approved in accordance with the regulations of the Pennsylvania Department of Environmental Protection.

4-5-21 *David R. Guler*  
 DAVID R. GULER  
 AUTHORIZED MUNICIPAL OFFICIAL

**ZONING REQUIREMENTS:**

THE SITE IS CURRENTLY ZONED BY BUSINESS PARK. ON FEBRUARY 20, 2014 THE SOUTH PARK TOWNSHIP BOARD OF SUPERVISORS APPROVED THE CONDITIONAL USE APPLICATION FOR THE SITE ESTABLISHING A TRANSIT ORIENTED OVERLAY DEVELOPMENT (TOO). PER ORDINANCE NUMBER 041 ADOPTED NOVEMBER 13, 2017.

MINIMUM LOT WIDTH AT FRONT YARD SETBACK			MINIMUM REAR YARD SETBACK		
DESCRIPTION	REQUIRED	PROVIDED	DESCRIPTION	REQUIRED	PROVIDED
MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY RESIDENCE	10'	10'	MINIMUM REAR YARD SETBACK FOR SINGLE FAMILY RESIDENCE	25'	15'
MINIMUM FRONT YARD SETBACK FOR MULTIFAMILY RESIDENCE	15'	24'	MINIMUM REAR YARD SETBACK FOR MULTIFAMILY RESIDENCE	25'	27'

MINIMUM FRONT YARD SETBACK			MAXIMUM BUILDING HEIGHT		
DESCRIPTION	REQUIRED	PROVIDED	DESCRIPTION	REQUIRED	PROVIDED
MINIMUM FRONT YARD SETBACK FOR SINGLE FAMILY RESIDENCE	10'	10'	MINIMUM BUILDING HEIGHT FOR SINGLE FAMILY RESIDENCE	3 STORIES OR 40'	3 STORIES
MINIMUM FRONT YARD SETBACK FOR MULTIFAMILY RESIDENCE	15'	15'	MINIMUM BUILDING HEIGHT FOR MULTIFAMILY RESIDENCE	3 STORIES OR 40'	3 STORIES

MINIMUM SIDE YARD SETBACK			MAXIMUM IMPERVIOUS SURFACE COVERAGE		
DESCRIPTION	REQUIRED FT	PROVIDED	DESCRIPTION	REQUIRED	PROVIDED
MINIMUM SIDE YARD SETBACK FOR SINGLE FAMILY RESIDENCE	5'	5'	MAXIMUM IMPERVIOUS SURFACE COVERAGE FOR SINGLE FAMILY RESIDENCE	40% OR 10'	100 SQ YD
MINIMUM SIDE YARD SETBACK FOR MULTIFAMILY RESIDENCE	5'	5'	MAXIMUM IMPERVIOUS SURFACE COVERAGE FOR MULTIFAMILY RESIDENCE	40% OR 10'	100 SQ YD

\* - THE PROVIDED MIN LOT WIDTH IS BASED ON FRONT SETBACK OF THE SIMILAR FAMILY ATTACHED LOT AFTER INDIVIDUAL LOTS ARE CONSTRUCTED & SURVEYED  
 \*\* - LOTS EXCEEDING 600' COVERAGE ARE 243-246 AND 722-724  
 \*\*\* - PARCELS EXCEEDING 65% COVERAGE ARE 205-208



VICINITY MAP (1" = 2000')

**GENERAL NOTES:**

1. PROPOSED LOT AREA IS 140 AS 3/4" PA SOUTH ZONE 3707.
2. THE SUBJECT PROPERTY DOES NOT CONTAIN ANY ACTIVE OIL AND GAS WELLS BASED ON REVIEW OF AVAILABLE DATA.
3. THE DEVELOPER AND/OR HIS SUCCESSORS AND AGENTS SHALL PLACE IN EACH DEED FOR LOTS SHOWN ON THIS PLAN WITH LESS THAN 25 FEET OF OVERLAP ABOVE A LINE OR ANY KNOWN HISTORY OF SUBSEQUENT INCIDENTS IN ITS VICINITY, RECORD LANGUAGE SIMILAR TO THE FOLLOWING: "THE COVENANTS OF POSSESSION OFFERS LOW COST HOMEOWNERS INSURANCE TO OWNERS OF HOMES LOCATED OVER DEEP WIRE WORKINGS. VIC RECORDS THAT OWNERS OF THE HOMES THAT ARE CONSTRUCTED OVER DEEP WIRE WORKINGS PURCHASE SUBSIDIZED INSURANCE IN ADDITION TO SUPPLEMENTING THE RECOMMENDATIONS OF THE DEVELOPMENT COST-BENEFIT REPORT."

**STORMWATER FACILITIES NOTE:**

ALL STORMWATER FACILITIES, INCLUDING BUT NOT LIMITED TO PIPES, SLEETS, TANKS, DRAINS, STORMWATER PONDS AND ACCESS TO THE PIPES OUTSIDE OF THE HOME PUBLIC RIGHT OF WAY SHALL BE OWNED AND OPERATED BY THE HOMEOWNER ASSOCIATION.

ALL SEALS AND SIGNATURES MUST BE IN BLUE INK.

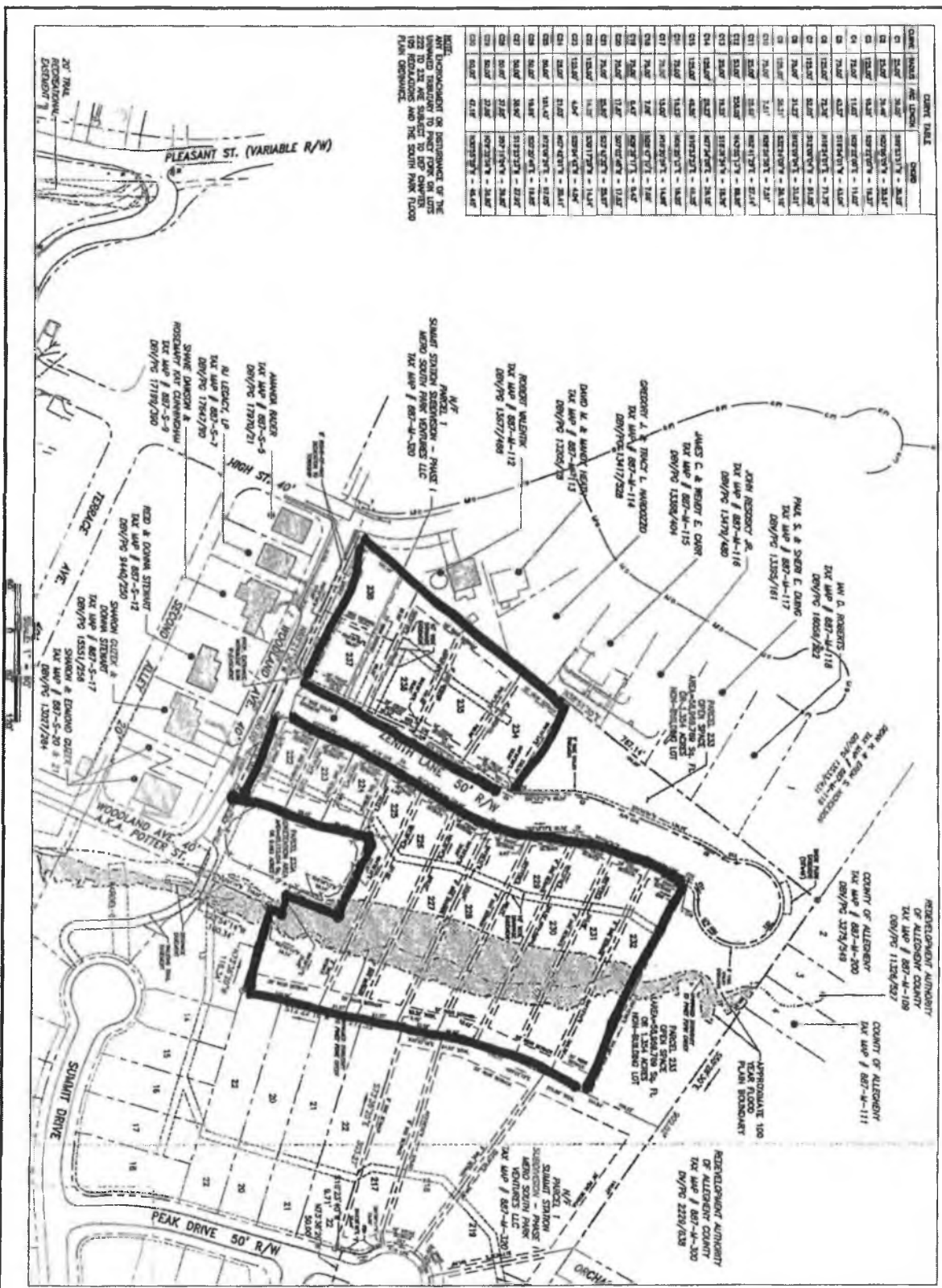


**2020 GAI Consultants**

SELL DATE: 11/30/2020  
 BUYER: J. DONALD  
 SELLER: J. DONALD  
 AS SHOWN: J. GREENE  
 SIGNED BY: D. BAKER  
 SHEET NO. 1 OF 8

MEMO SOUTH PARK VENTURES, LLC  
 2000 WASHINGTON LANE  
 SOUTH PARK, PA 15127  
 PH: 412-822-4200

DAVID M. BAKER  
 DAVID M. BAKER  
 RECORDER



MATCHLINE TO SHEET 103

<p>© 2010 GAI Creations</p> <p>DATE: 08/11/10</p> <p>PROJECT: SUMMIT STATION PHASE B SUBDIVISION</p> <p>OWNER: MERO SOUTH PARK VENTURES, LLC</p> <p>ADDRESS: 3948 STONERIDGE LAKE, DUBLIN, OHIO 43017</p> <p>PHONE: 614-433-4000</p>		<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p> <p>48</p> <p>49</p> <p>50</p> <p>51</p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60</p> <p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>66</p> <p>67</p> <p>68</p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73</p> <p>74</p> <p>75</p> <p>76</p> <p>77</p> <p>78</p> <p>79</p> <p>80</p> <p>81</p> <p>82</p> <p>83</p> <p>84</p> <p>85</p> <p>86</p> <p>87</p> <p>88</p> <p>89</p> <p>90</p> <p>91</p> <p>92</p> <p>93</p> <p>94</p> <p>95</p> <p>96</p> <p>97</p> <p>98</p> <p>99</p> <p>100</p>
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