

**VILLAGE AT PINE PHASE 6  
DECLARATION OF PLANNED COMMUNITY**

**By**

**GIGLIOTTI HOLDINGS, LP  
a Pennsylvania limited partnership**

**Mail To:  
Gigliotti Holdings, LP  
11279 Perry Highway, Suite 509  
Wexford, PA 15090**

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DECLARATION OF PLANNED COMMUNITY**

**GIGLIOTTI HOLDINGS, LP**, a Pennsylvania limited partnership, currently maintaining its principal place of business address at 11279 Perry Highway, Suite 509, Township of Pine, Allegheny County, Wexford, Pennsylvania 15090 (“Declarant”), hereby makes this Declaration of Planned Community (the “Declaration”) with respect to certain real estate described herein.

**PREAMBLE**

**WHEREAS**, Declarant is the owner of real property located in Township of Pine, Allegheny County, Pennsylvania, contained within the Village at Pine Phase VI Subdivision Plan, which Plan is recorded at Plan Book Volume 290, Page 87, in the Department of Real Estate of Allegheny County, Pennsylvania (the “Phase VI Plan”); and

**WHEREAS**, pursuant to this Declaration Declarant desires to create a planned community known as the “Village at Pine Phase 6”, which Planned Community will consist of Lots Nos. 614-654, inclusive, Parcel 6-A-R1, and Parcel 6-B as shown on the Phase VI Plan, as well as all streets shown on the Phase VI Plan until such time as such streets are accepted for dedication by the Township of Pine (individually and collectively “the Property”); and

**WHEREAS**, it is contemplated that the dwellings upon the Lots to be developed and used for single family residences will be constructed by Approved Builders, as hereinafter defined; and

**WHEREAS**, Declarant hereby declares that the Village of Pine Phase 6, including Lot Nos. 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, and 654, inclusive, and Parcel 6-A-R1 and Parcel 6-B, as shown on the Phase VI Plan, together with the streets shown on the Phase VI Plan until such time as such streets are accepted for dedication by the Township of Pine, shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of Phase 6, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title, or interest in Phase 6 or any part thereof, and their heirs, successors, and assigns, and which shall inure to the benefit of each Owner (as hereinafter defined) and Township of Pine.

**NOW THEREFORE**, Declarant hereby declares the following covenants, conditions and restrictions affecting Village at Pine Phase 6 with the intent to be legally bound hereby;

**ARTICLE I  
SUBMISSION**

Declarant hereby makes Village at Pine Phase 6 subject to the following covenants,

conditions, reservations and restrictions. It is the intent of the Declarant that Village at Pine Phase 6 subject to this Declaration shall constitute a "planned community," as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act").

## **ARTICLE II** **DEFINITIONS**

As used in this Declaration, the following terms shall have the meaning designated:

2.1 "Approved Builder" shall mean a construction contractor, other than Declarant, for which Declarant was provided written approval regarding the construction of improvements upon one or more Lots.

2.2 "Architectural Control Committee" shall mean that certain committee as appointed by the Executive Board of the Association to administer the Architectural Guidelines. If no such Committee has been appointed, then the Executive Board shall constitute the Architectural Control Committee.

2.3 "Architectural Guidelines" shall mean those certain architectural guidelines administered by the Architectural Control Committee as provided in 2.2.

2.4 "Association" shall mean the Village of Pine Phase 6 Owners Association, a nonprofit corporation formed solely to own and/or operate the Common Elements of the Village at Pine Phase 6.

2.5 "Common Elements" shall mean all real and personal property located within Phase 6 to be maintained by the Association for the common use and enjoyment of the Members of the Association, including but not limited to Parcel 6-A-R1 and Parcel 6-B, all entry monuments, if any, and all streets and storm water facilities until such time as they are accepted by the Township of Pine.

2.6 "Common Expenses" shall mean as defined herein and in the Act.

2.7 "Common Facilities" shall mean as defined herein and in the Act.

2.8 "Controlled Facilities" shall mean as defined herein and in the Act.

2.9 "Declarant" shall mean Gigliotti Holdings, LP, and its successors and assigns. The term "Declarant" does not include any Approved Builders.

2.10 "Declaration" shall mean this Declaration of Planned Community for the Village at Pine Phase 6.

2.11 "Limited Common Elements" shall mean those portions of the Common Elements, if any, that are designated by the Declarant for use by the Owner(s) of one (1) or more, but fewer than all, Lots.

2.12 "Lot" shall mean each of the Lots Nos. 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, and 654, inclusive, as shown on the Phase VI Plan, individually and collectively.

2.13 "Member" shall have the meaning described in Section 5.1.

2.14 "Mortgage" shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on Phase 6 or any part thereof.

2.15 "Mortgagees" shall mean and refer to a beneficiary or holder of a Mortgage.

2.16 "Owner" shall mean and refer to any owner of a Lot in Phase 6.

2.17 "Phase 6" or "Planned Community" shall mean and refer to Lots Nos. 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, and 654, inclusive, and Parcel 6-A-R1 and Parcel 6-B, as shown on the Phase VI Plan, and all streets as shown on the Phase VI Plan until such time as such streets are accepted for dedication by the Township of Pine.

2.18 "Phase VI Plan" or "Plan" shall mean and refer to the Village at Pine Phase VI Subdivision Plan as recorded on November 10, 2016, at Plan Book Volume 290, Page 87 in the Department of Real Estate of Allegheny County, Pennsylvania, as the same may be amended from time to time.

2.19 "Unit" or "Units" shall mean any one or more of the Lots in Phase 6. The terms Unit and Lot are used herein interchangeably.

### **ARTICLE III** **EASEMENTS**

3.1 **Utility Easements.** Declarant hereby reserves an easement over Phase 6 and all Lots and Units created therein, in favor of the Declarant, appropriate utility and service companies and governmental agencies and authorities for such private or public utility service lines and equipment as may be necessary or desirable to serve any portion of Phase 6. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities 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, equipment, ducts and vents, over, under, through, along and on Phase 6. Declarant grants Ryan Homes the right to use such easements as necessary for the construction of improvements on Lots in Phase 6.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Plan without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to the Township of Pine, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

3.2 Easement for Access to Common Elements. Declarant, on its behalf and on behalf of its successors and assigns, including future members of the Planned Community, reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress and regress to and from all or any part of Phase 6 and to and from any portion of the Planned Community, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regarding of landscaped areas of the Common Elements.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements and Lots for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 3.3 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected Common Elements and Lots as closely to their original condition as possible. Declarant grants the foregoing easement to correct drainage to Ryan Homes with respect to Lots as required to maintain and correct drainage of surface water on Lots.

3.4 Declarant's Easement for Development of Phase 6. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements in Phase 6. 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 building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs. Declarant grants the rights to maintain models, sales offices and signs under Section 5217 of the Act to Ryan Homes, subject to the limitations and protections afforded to Ryan Homes pursuant to the provisions of Section 5304(e)(3) of the Act.

3.5 Easement for Use of Common Elements.

- (a) Grant of Easement. Each Owner and each person lawfully on Phase 6 is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.
- (b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements and the rights of other members of the Planned Community who are or will be granted the rights and easements of access and enjoyment of all Common Elements.

3.6 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements and Controlled Facilities. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements and Controlled Facilities are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Lots or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities.

3.7 Easement for Encroachments and Relocation of Boundaries Between Units. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The Declarant and Ryan Homes are hereby released from liability for failure to strictly adhere to the Plan. The Declarant will be afforded the opportunity to file a correction to the Plan in order to properly reflect the location of Units and Common Elements. Such amendment and correction may include the relocation of boundaries between adjoining Units without the joinder of the Owners of such Units or the joinder of the Association in the event such relocation of boundaries affects the Common Elements. The Declarant is hereby authorized to prepare and record plats or plans as necessary to show such altered boundaries between adjoining Units and their dimensions and identifying numbers.

**ARTICLE IV**  
**MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY**

4.1 Association's Responsibility.

- (a) Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including any entrance signs located in the Common Elements, all improvements and landscaping in Parcel 6-A-R1 and Parcel 6-B in the Phase VI Plan, all storm water facilities and easements for the same located within the Planned Community until such time, if ever, such facilities are dedicated to and accepted by the Township of Pine, and all streets shown on the

Phase VI Plan until such time as such streets are dedicated and accepted by the Township of Pine. The Association shall also be responsible for the payment of taxes and insurance on the Common Elements and for the Association's management and operational expenses.

4.2 Individual Owner's Responsibility. Otherwise, the repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner. This shall include the obligation of Owners to maintain, repair, and replace driveways, including snow removal, and any repair or replacement necessitated by the removal of a driveway or portion thereof for purpose of repair or replacement of utility lines or facilities. Any storm sewers outside the street right of way, functioning as roof drain collectors, shall be maintained by the individual Owner to whose lot said collection is appurtenant.

## ARTICLE V VILLAGE AT PINE PHASE 6 OWNERS ASSOCIATION

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind of nature required or desired within Phase 6 for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for a Lot in Phase 6 agrees to and shall be subject to the terms and conditions and obligations and duties of this Declaration and of duly enacted Bylaws and Rules and Regulations of the Association. The Members of the Association shall be the Declarant and all Lot Owners. With respect to the affairs of the Association, the Owner of each Lot shall have one vote, except that no votes allocated to a Lot owned or to be owned by the Association shall be cast.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 10.4(a), the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association."

5.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend Bylaws and Rules and Regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or Phase 6.
- (e) To make contracts or incur liabilities.

- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- (j) To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.
- (l) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- (m) To provide for the indemnification of its officers and executive board and to maintain directors' and officers' liability insurance.
- (n) To exercise any other powers conferred by the Act, this Declaration or the bylaws of the Association.
- (o) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- (p) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Executive Board. Not later than the termination of any period of Declarant control in accordance with Section 10.4(a), the Members shall elect an Executive Board of at least five (5) members. The Executive Board shall elect the officers of the Association. The members of the Executive Board and the officers shall take office upon election. The Executive Board shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Executive Board, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a member appointed by



the Declarant.

5.5 **Bylaws.** The Bylaws of the Association shall provide for all of the following:

- (a) The number of members of the Executive Board and the titles of the officers of the Association.
- (b) Election by the Executive Board of a President, Treasurer, Secretary and any other Officers of the Association the bylaws specify.
- (c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Executive Board and officers and filling vacancies.
- (d) Which, if any, of its powers the Executive Board or officers may delegate to other persons or to a managing agent.
- (e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.
- (f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

## **ARTICLE VI** **BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT**

6.1 **Budgets: Capital Expenditures.** The Executive Board shall adopt a budget for revenues, expenditures and reserves at least annually for the Planned Community. The Executive Board shall deliver to all Members copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval.

6.2 **Monthly Assessments.** All Common Expenses assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis payable in monthly installments, and shall be due and payable in advance on the first day of the month. Once a Lot is created, the Owner of such Lot shall be responsible for its prorate share of the Common Expenses, in addition to the Limited Common Expenses and Special Assessments and reserves as hereinafter defined as same may relate to such Lot. The obligation to pay Common Expenses that benefit fewer than all of the Lots shall be assessed exclusively against the Lots benefited on an equal basis. Declarant shall be responsible for all

costs of the Association until such time as the Executive Board of the Association establishes an assessment against Lots. For assessment purposes, a Lot is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Lot or possession of such Lot, whichever first occurs. Declarant shall not be assessed on unsold Lots that have not yet been created, but shall only be responsible for any actual costs incurred by the Association with respect to such Lots to which Declarant holds title on an equal basis with Lots that are sold and occupied.

6.3 Assessments for Limited Common Expenses and Special Assessments. The Board may adopt assessments for Limited Common Expenses relating to the repair, maintenance and replacement of Limited Common Elements. Special Assessments shall be due and payable in one or more monthly installments as determined by the Executive Board. Special Assessments may be subject to special allocation in accordance with the Act.

6.4 Lien for Assessments, Fines and Interest. Association shall have a lien against each Lot for any Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j), 5.3(k) and 5.3(1) and the reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Member are collectable as assessments under this Section.

6.5 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) without the prior approval of sixty percent (60%) of the Members.

6.6 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. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. 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. The Association shall also have the right to apply any such reserve amounts to Common Expenses as the Executive Board deems appropriate; provided, however, that such maintenance or replacement assessments relating to specific Lots may not be reallocated to Lots that are not the subject of such specific maintenance and replacement accounts.

6.7 Association Records. A statement of revenues and expenses for the Association, including an identified and segregated accounting of the additional maintenance/replacement

assessments for common driveways. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepared annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.8 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's monthly assessments, or any nonrecurring 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 or special assessments. Such further monthly assessments shall be payable over such period of time as the Executive Board may determine. The Executive Board shall serve notice of such further assessments on all Members by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Executive Board.

6.9 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as allocated by the Executive Board shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member and further based upon such Members contribution to such excess. These credits shall be applied to the next monthly assessments of Common Expenses due from each Member under the current fiscal year's budget, and thereafter, until exhausted.

6.10 Acceleration. If a Member is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies set forth in this Declaration, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

6.11 Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at a rate determined by the Executive Board (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Initially the interest rate on unpaid assessed amounts shall be 8% percent per annum. Any delinquent Member shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts; together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.12 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Executive Board to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.13 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.14 Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment.

6.15 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon a Lot. The sale or transfer of the Lot pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment that became due prior to such sale or transfer. No such sale or transfer shall relieve such Owner or Lot from the obligation or liability for any assessments thereafter coming due or from the lien on any such subsequent assessments.

6.16 Agreement. The Association shall have the right to enter into an agreement with other homeowner associations to provide for shared use, management, maintenance, and repair of common elements in each association's planned community, and the Association shall include its share of costs related to the management, use, maintenance, and repair of such common elements in its Common Expense Assessments, and each Lot Owner shall be responsible for its pro rata share.

6.17 Capital Improvement Fees Collected Upon Sale and Resale. Subject to the right of the Executive Board to determine otherwise, the Association shall collect from each Owner, upon the purchase of a Lot (including the initial sale and resale), at the time of closing, a Capital Improvement Fee in the amount of \$300.00. This amount shall be in addition to, and not in lieu of, the assessments otherwise levied on the Lot and shall not be considered an advance payment of any portion thereof. The Capital Improvement Fee shall constitute a lien against the Lot until collected and paid to the Association. Notwithstanding the above, the Capital Improvement Fee shall remain in place at least for the entire time period that an Agreement pursuant to Section 6.16 is in effect.

## ARTICLE VII INSURANCE OF COMMON ELEMENTS

7.1 Coverages. The Association's duly authorized agent, shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable

improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of Association, or any of the Members or their agents. The public liability policy shall have at least a One Million and No/100 Dollars (\$1,000,000.00) minimum property damage limit.

7.2 Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3 Contracts. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (a) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (b) All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members and Mortgagees, as their interest may appear, providing financing on the Common Elements.
- (c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4 Workers Compensation. In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

## ARTICLE VIII USE RESTRICTIONS AND ARCHITECTURAL PROVISIONS

8.1 No Lot shall be used for any purpose other than for single family residential use.

8.2 Approved Builders. Only builders who have been approved in writing by the Declarant are permitted to construct dwellings or make other improvements on Lots in the Planned Community. Declarant has consented as of the date of this Declaration to NVR, Inc., trading as Ryan Homes, as an Approved Builder for all Lots.

8.3 Each and every Lot and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Plan. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Plan shall be observed and complied with, by and at the expense of all Lot Owners.

8.4 No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance of nuisance to Phase 6.

8.5 No garage or other structure other than the dwelling house for which the plans have been approved shall be used as a residence, temporarily or permanently, nor shall any dwelling house, foundation or basement in the process of construction be used for residential purposes.

8.6 The Declarant shall develop Architectural Guidelines for the Village at Pine Phase 6 which shall define the characteristics for dwellings constructed in the Village at Pine Phase 6. The Architectural Guidelines shall be consistent with the community wide standard and shall require construction of high quality homes. Declarant has previously approved the floor plans of the improvements to be constructed by Ryan Homes.

8.7 All exterior architectural design, color schemes, roof shingles and painting for any dwelling shall be of a quality, type and color that has been approved by the Declarant and/or the Architectural Control Committee or Ryan Homes.

8.8 Roofs. The minimum acceptable roofing materials and minimum roof pitches for homes shall be approved by the Architectural Control Committee.

8.9 Soffit and Fascia. The Architectural Control Committee shall approve the design of soffit and fascia and material used therein.

8.10 Materials. As part of architectural approval, and to maintain a high quality of construction and appearance within the Plan, the Architectural Control Committee may require that a minimum percentage of the exterior sidewalls of any dwelling, and the entire exposed foundation of any dwelling, be of brick or approved masonry construction, as depicted on the final architectural drawings prepared by Ryan Homes.

8.11 Specifications. Construction specifications shall mean the following. Footers shall be at least sixteen (16) inches wide and eight (8) inches high with reinforcing steel bars or other size as approved by the Architectural Review Committee. An approved system of exterior waterproofing shall be applied to all walls below grade to eliminate hydrostatic pressure.

8.12 Ceilings. Ceiling insulation shall have an insulation factor of at least R-30. The ceiling heights in all dwellings shall be at least eight (8) feet on the first floor and eight (8) feet on the second floor.

8.13 Outbuildings. Other than the residential dwelling houses to be located on the

Lots, no outbuildings shall be permitted with the exception of detached garages if shown on the original floor plans for the improvements constructed by Ryan Homes.

8.14 Play Courts and Tennis Courts. No play courts or tennis courts shall be permitted.

8.15 Swimming Pools. No above-ground swimming pool shall be permitted. In-ground swimming pools shall be permitted only upon the written approval of Declarant. In-ground swimming pools as specified herein may be constructed only in accordance with Pine Township specifications and must be located only to the rear of a line running from side lot line to side lot line which is coterminous to the rear face line of the dwelling constructed on the Lot.

8.16 Decks, Awnings, Hedges, and Walls. No decks, awnings, hedges, or walls shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant, Ryan Homes, and/or the Executive Board.

8.17 Satellite Dishes and Antennas. Except as required by law or FCC regulations, no exterior antennas, satellite dishes, or antenna towers shall be erected or installed on the exterior wall or roof of a dwelling or on the Lot except upon the written approval of the Declarant. All permitted antenna or satellite dishes shall be less than 18" inches in diameter and shall be hidden from the front street in a location approved by Declarant.

8.18 Fences. No fences shall be constructed or installed on any Lot except in strict conformance with the following restrictions:

(a) The design, style, height and color of all fencing must be approved by Declarant. Chain link fences are specifically prohibited.

(b) Fencing as specified herein may be constructed only in accordance with Pine Township specifications and must be located only to the rear of a line running from side lot line to side lot line which is coterminous to the rear face line of the dwelling constructed on the Lot.

8.19 Mailboxes. Mailboxes will be located in a location and will be of a design as approved by the Declarant and/or the Executive Board and/or the U.S. Postal Service.

8.20 Parking Areas and Driveways. Outside parking areas other than driveways or designated parking areas shall not be permitted. The location of all driveways within the Plan shall be approved by the Architectural Control Committee and shall be located no closer than one (1) foot from any Lot line. All driveways shall be constructed of a hard surface, such as concrete (minimum four (4) inches) or asphalt, or other material as approved by the Architectural Control Committee.

8.21. Except in connection with construction activities, trucks, trailers, and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages. Campers,

recreational vehicles and boats may be parked in driveway for a period not exceeding 'forty-eight (48) hours in any one (1) calendar month period for the purpose of cleaning, loading or unloading.

8.22 Outbuildings and Outdoor Recreational Equipment. No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Plan without the approval of the Architectural Control Committee as to size, design, materials and location. The Architectural Control Committee reserves the right to prohibit any of the same if, in the opinion of the Architectural Control Committee, it would constitute a nuisance to Owners of other Lots within the Plan.

8.23 External Energy Systems. No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from the Architectural Control Committee.

8.24 Signs. No signs of any character shall be erected, posted or displayed on any Lot, except: a) marketing signs installed by Declarant or Ryan Homes while actively marketing Lots for sale; b) street and identification signs installed by the Association or Declarant; c) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market; and d) political signs in accordance with the Rules and Regulations established by the Association.

8.25 No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drainways. Such substances shall include but shall not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like and any and all substance as defined by and as same is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.

8.26 Open Burning. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent discharge of embers or ashes.

8.27 Animals. No farm animals and no animals of any type except for household pets such as dogs and cats, shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located there for commercial purposes. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control them and unless carried or leashed.

8.28 The Declarant reserves to itself the right, so long as the Declarant owns any Lots, to prepare and record further covenants and restrictions without joinder of any Lot Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Plan and for the health, comfort, safety and general welfare



of the Owners of said Lots.

## **ARTICLE IX** **GENERAL PROVISIONS**

9.1 **Enforcement.** The Association shall have the right to enforce this Declaration. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction imposed by this Declaration, either to restrain violations, recover damages, or collect any liens or charge imposed pursuant to this Declaration, and against the law to enforce any liens created by these covenants. Failure of the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

9.2 **Amendments.** Prior to the transfer of Declarant control pursuant to Section 10.4(a), Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of Phase 6. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of eighty percent (80%) of the Members, unless unanimous consent of the Members is required by the Act. Any amendment to be effective must be recorded in the public records of Allegheny County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

9.3 **Limitation of Liability.** The Declarant, its successors and assigns, administrators, executors, members, officers and employees [(i) through (iv) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 10]:

- (i) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;
- (ii) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;
- (iv) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the Plan and shall have no liability arising

out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct.

- (v) The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for liability arising out of the willful misconduct or gross negligence of the Declarant;
- (vi) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

9.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.5 Perpetuities. If any of these covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only twenty-one (21) years after the death or the last survivor of the now living descendants of Dominic Gigliotti.

9.6 Use of the Words "Village of Pine" and "Village at Pine". No person shall use the words "Village of Pine" and "Village at Pine" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Members and Ryan Homes may use the terms "Village at Pine Phase 6" in printed or promotional matter where such term is used solely to specify particular property or Lots located within the Plan.

9.7 Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

9.8 Conflicts with Township of Pine Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Township of Pine or of applicable Township approvals and Developer's Agreements (individually and collectively the "Township Requirements"), the applicable provisions, terms and conditions of the Township Requirements shall prevail for all matters involved in any conflicts.

9.9 Conflicts with the Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniform Planned Community Act shall prevail.

**ARTICLE X**  
**DECLARANT'S RIGHTS**

10.1 Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is a written instrument signed by the Declarant and duly recorded in the public records Allegheny County, Commonwealth of Pennsylvania.

10.2 Pursuant to the foregoing, Declarant hereby assigns to any Approved Builder, and any Approved Builder hereby accepts, as a condition of assignment, the following Special Declarant Rights:

- (a) Declarant assigns to Approved Builders the right to maintain offices, signs and models under Section 5217 of the Act; and
- (b) Declarant assigns to Approved Builders the right to use easements through the Common Elements for the purpose of making improvements in the Planned Community under Section 5218 of the Act.

10.3 Pursuant to the exercise of special declarant rights outlined above, all Approved Builders will perform the following obligations and duties:

- (a) All Approved Builders will comply with the provisions of Chapter 54 of the Act, including without limitation the delivery of Public Offering Statements (to the extent required by law) and any amendments thereto to prospective purchasers of its Lots, the escrow of deposits of purchasers, providing releases of liens, providing statutory warranties against structural defects, procuring a certificate of substantial completion for those improvements constructed by the Approved Builder (to the extent required by law), and such other obligations as may be imposed by the Act on the entity that builds and sells residential units.

An Approved Builder shall have no obligations with respect to the operations, financial transactions, and all other components of managing the Association during the period of Declarant control.

Declarant retains and reserves for itself all special declarant rights given by law and relating to all portions of the Planned Community that it continues to own and all other special declarant rights not assigned to the Approved Builder are reserved for the Declarant. Declarant also reserves for itself the right to cast votes on each Lot with respect to Association matters during the period of Declarant control, until such time as each such Lot is sold. An Approved Builder shall have the right to vote on behalf of each Lot owned by the Approved Builder.

Any Owner who acquires title to a Lot or residence from or constructed by an Approved Builder, and such Owner's successors and assigns, by accepting title to a Lot or residence,

acknowledges that its title is subject to this Declaration, and covenants the Declarant shall have no liability to Owners or others for any act or omission of others, or for any breach of a contractual or warranty obligation arising from the exercise of any special declarant rights by an Approved Builder, or for any claims arising under the Act or under any contract made or asserted by the purchase of a Lot from an Approved Builder.

10.4 Control.

- (a) Subject to Section 10.4(b), for a period of seven (7) years from the date of the recording of this Declaration, and for such longer period as is permitted by the Act, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Executive Board. However, this period of Declarant's control will terminate no later than the earlier of: (i) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than a Declarant; (ii) two (2) years after a Declarant has ceased to offer Lots for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Lots in additional phases of development was last exercised.
- (b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots to Members, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by the Members.

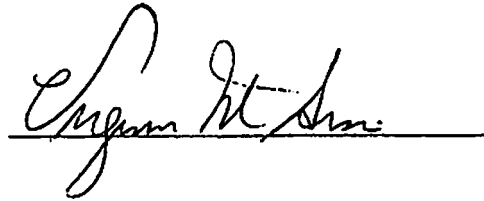
10.5 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 10.4(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by Township of Pine pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the designed Declarant has executed the Declaration as of the 9<sup>th</sup> day of NOVEMBER, 2017.

ATTEST:

**GIGLIOTTI HOLDINGS, LP, a Pennsylvania  
Limited partnership**



By: Gigliotti Holdings, LLC  
its general partner

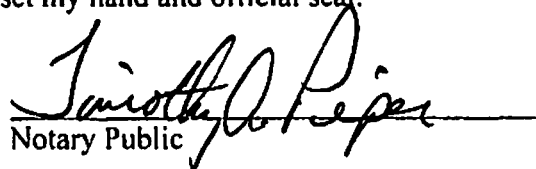
By: \_\_\_\_\_  
Name: Dominic Gigliotti  
Title: Sole member

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

On this 9<sup>th</sup> day of NOVEMBER 2017, before me, a Notary Public, the undersigned officer, personally appeared Dominic Gigliotti who acknowledged himself to be the sole member of Gigliotti Holdings, LLC, a Pennsylvania limited liability company, being the sole general partner of Gigliotti Holdings LP, a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Gigliotti Holdings, LP by himself as sole member of the limited liability company, general partner of Gigliotti Holdings.

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

  
Notary Public

My Commission Expires: 12-15-18

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Timothy A. Piper, Notary Public  
Pine Twp., Allegheny County  
My Commission Expires Dec. 15, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



60 2017 00035216

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

Instrument Number: 2017-35216

BK-DE VL-17010 PG-132

Recorded On: November 09, 2017 As-Deed Agreement

Parties: GIGLIOTTI HOLDINGS L P

To GIGLIOTTI HOLDINGS L P

# of Pages: 21

22

Comment: DECLARATION

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

Deed Agreement 162.00  
0  
0  
Total: 162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No  
NOT A DEED OF TRANSFER  
EXEMPT  
Value

Certified On/By-> 11-09-2017 / Belinda Gibbs  
CONDO DECLARATION

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

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

**File Information:**

**Record and Return To:**

Document Number: 2017-35216  
Receipt Number: 3335098  
Recorded Date/Time: November 09, 2017 02:19:34P  
Book-Vol/Pg: BK-DE VL-17010 PG-132  
User / Station: T Greil - Cash Super 05

GIGLIOTTI HOLDINGS LP  
11279 PERRY HWY STE 509  
WEXFORD PA 15090



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