

RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WALDEN POND PLANNED RESIDENTIAL DEVELOPMENT

This Restatement of the Declaration of Covenants, Conditions, and Restrictions of Walden Pond Planned Residential Development (“Restated Declaration”) is promulgated on this 18TH day of April, 2013, by Walden Pond Homeowners Association, Inc., a Pennsylvania non-profit corporation, (“Association”) and entirely repeals and restates the original Declaration of Covenants, Conditions, and Restrictions for Walden Pond Planned Residential Development (“Original Declaration”), recorded in the Recorder of Deeds’ Office of Butler County at instrument number 200512290037141. Walden Pond Planned Residential Development is located in Cranberry Township, Butler County, Pennsylvania.

Whereas, Walden Pond Development, Inc., a Pennsylvania business corporation (“Walden Pond Development”) was succeeded as Declarant under Section 6.6 of the Original Declaration by the Association.

Whereas, sixty seven percent (67%) or more of all Lot Owners in the Association voted affirmatively to amend the Original Declaration, which amendment was recorded in the Recorder of Deeds’ Office of Butler County at instrument number 201208170023574.

Whereas, sixty seven percent (67%) or more of all Lot Owners in the Association voted affirmatively to repeal, amend, and restate the entire Original Declaration, as the number of amendments was too numerous to be individually itemized, as follows pursuant to Original Declaration Section 13.2:

[Restated Declaration to follow on next page]

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

WALDEN POND PRD
(Cranberry Township, Butler County, Pennsylvania)

THIS DECLARATION is made this 18th day of April 2013, by Walden Pond Development, Inc., a Pennsylvania corporation (hereinafter referred to as "Declarant")

WHEREAS, Declarant is the fee simple owner of Lots one (1) through thirty-one (31), of the subdivision known as Walden Pond PRD, located in Cranberry Township, Butler County, Pennsylvania, according to the plat thereof recorded in Plan Book 268 Page 5 of the Butler County Records (hereinafter referred to as "Walden Pond PRD"); and

WHEREAS, Declarant proposes to develop Walden Pond PRD as a Planned Community under the provisions of the Pennsylvania Planned Community Act of 1996, 68 Pennsylvania Consolidated Statutes Annotated, Section 5101, and

WHEREAS, Declarant proposes to cause all of said land and improvements thereon to be subject to the covenant, conditions, easements, restrictions; assessments, charges, and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons re-siding thereon; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said Walden Pond PRD, to create an agency to which is delegated and assigned the powers of managing and maintaining the Common Elements and administering and enforcing the provisions of this Declaration and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation, the Walden Pond Homeowners Association, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the land that encompasses Walden Pond PRD shall be held, sold and conveyed subject to the following covenants, conditions, easements, reservations, restrictions, charges, and liens which shall run with the land and shall be binding upon and shall inure to the benefit of all persons having any right, tide, or interest in Walden Pond PRD.

ARTICLE 1 - DEFINED TERMS

1.1 **Terms Defined.** All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

(a). “**Association**” means the Walden Pond Homeowners Association.

(b). “**Board of Directors**” means the Board of Directors of the Walden Pond Homeowners Association.

(c). “**Common Expenses**” means the expense of owning and maintaining the Common Grounds, including, but not limited to, any applicable taxes attributable to same, drainage and storm water detention facilities within or appurtenant to Walden Pond PRD, and of providing all common community services required or desired for the general use and benefit of all Lot Owners.

(d). “**Common Ground**” means the Common Ground as shown in Walden Pond PRD and all improvements thereto including, without limitation, parks, open spaces, lakes, streets, paths, walkways, sanitary sewers, storm sewers, retention basins, storm water drainage facilities, and other such facilities. The Common Ground, upon conveyance to the Walden Pond Homeowners Association, shall be the common facilities as defined in the Uniform Planned Community Act, 68 Pa. C. S. Section 5101, et seq.

(e). “**Declarant**” shall mean and refer to Walden Pond Development, Inc. a Pennsylvania corporation, and all successors and assigns, including, but not limited to, any builder or Developer who purchases vacant Lots in Walden Pond PRD for the purpose of building residences thereon for sale to third persons.

(f). “**Declaration**” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Walden Pond PRD, as the same may be amended from time to time.

(g). “**Development Plans**” means the plans approved by Cranberry Township for the development of Walden Pond PRD into lots and made a part hereof, as the same may be amended from time to time.

(h). “**Lot**” shall mean and refer to any of the thirty-one (31) lots, with the exception of Common Ground, shown on the Record Plat of Walden Pond PRD.

(i). **“Lot Owner”** means the owner in fee simple of any Lot, but shall not include the Declarant, any builder taking title to any Lot or any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).

(j). **“Walden Pond PRD”** shall mean and refer to the real property consisting of Lots one (1) through thirty-one (31), as well as future lots due to the subdivision of Lot A, of Walden Pond PRD according to the plat thereof recorded in Plan Book 268 Page 5 of the Butler County Records.

ARTICLE 2 - EASEMENTS

2.1 Common Ground Easement. Each Lot Owner and each person lawfully residing on Walden Pond PRD is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in the Common Ground. The rights and easements of access and enjoyment created in favor of each Lot Owner and such persons shall be subject to the right of the Walden Pond Homeowners Association to adopt rules and regulations governing the use of the Common Ground.

2.2 Cranberry Township Easements. Cranberry Township, Butler County, Pennsylvania, and to its successors and assigns, is hereby granted a non-exclusive perpetual right to install, construct, operate, repair, maintain, relocate, and replace all necessary facilities for potable water transmission and distribution and sanitary and storm sewer collection and conveyance over, through, within and across the easements shown on the Walden Pond PRD, and all Owners hereby waives any and all claims for damages for the lawful use of such easements for the aforesaid purposes. Cranberry Township shall also have the right of access to the onsite detention facility for the right of maintenance in the event the Board of Directors of the Walden Pond Homeowners Association does not adequately maintain the facility. The Board of Directors of the Walden Pond Homeowners Association shall reimburse Cranberry Township for all costs associated with said maintenance. The aforementioned rights granted Cranberry Township in no way diminish the responsibility of the Board of Directors of the Walden Pond Homeowners Association of said maintenance, and no liability will be assumed by Cranberry Township associated with required access for maintenance purposes. Cranberry Township is also granted a non-exclusive perpetual right over and under those portions of the Common Ground for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. Including 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 Cranberry Township shall restore the affected property as closely to its original condition as possible.

2.3 Utility Easements. Walden Pond PRD shall be, and hereby is, made subject to easements in favor of the Declarant, 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 Walden Pond PRD. The easements shall include, without limitation, rights of governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, 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 Ground. Notwithstanding the foregoing provision, unless approved in writing by the Lot Owner 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 the Declarant, or as shown on the Development Plans, or so as not to materially interfere with the use or occupancy of the Lot or any building by its occupants.

2.4 Access Easement. Declarant reserves a nonexclusive perpetual right of access and easement on, over and under those portions of the Common Ground for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of Walden Pond PRD, including the right to modify the location of improvements to the Common Ground 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 regrading of landscaped areas of the Common Ground.

2.5 Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Ground 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 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 property as closely to its original condition as possible.

2.6 Easement for Development of Walden Pond PRD. Declarant reserves an easement on, over and under those portions of the Common Ground for all purposes relating to the construction, development, leasing, and sale of improvements in Walden Pond PRD. 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 directional and promotional signs.

2.7 Easement for Advertising Signs. Declarant shall have the right to maintain on Walden Pond PRD, including without limitation, the Common Ground and any lots owned by the Declarant, such advertising signs, of such size and of such material, as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

2.8 Termination of Easements. The easements created by Sections 2.4, 2.5, 2.6, and 2.7 shall terminate upon the conveyance of all of the Lots in Walden Pond PRD to the ultimate Lot Owners (i.e., excluding any conveyances to builders).

ARTICLE 3 - ARCHITECTURAL CONTROL

3.1 Plan Approval. All building plans for proposed dwelling structures shall be submitted to the Declarant for approval of the design and compatibility prior to commencement of construction. One set of approved plans shall be retained by the Declarant to insure the structure is built in accordance therewith. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change by the Declarant and endorsed on the original plan. No Lot Owner shall apply for a building permit without the written approval of the Declarant which will be noted on the building plans. Once the Declarant transfers power to the Board of Directors (See Section 6.6 below) the Board of Directors shall review any building plans. Additionally, any modifications of an approved dwelling structures shall by submitted to the Board of Directors (or to the Declarant if the submission is before the transfer of power to the Board) for approval of the design and compatibility prior to commencement of construction.

3.2 Time for Completion. Construction shall commence within one hundred twenty days (120) of closing, and the entire structure shall be completed within one (1) year from issuance of the building permit by Cranberry Township, the house, driveway and all landscaping on the Lot for which the permit was issued shall also be completed within that one year time period.

3.3 Minimum Dwelling Size. A ranch, multi-level, or split entry home shall contain a minimum finished living area of three thousand (3,000) square feet, exclusive of basement, garages and porches. Two story dwellings shall contain a minimum finished living area of three thousand (3,000) square feet, exclusive of basement, garages and porches. One and one-half story dwellings shall contain a minimum finished living area of one thousand seven-hundred fifty (1,750) square feet on the first floor, and a total minimum living area of three thousand (3,000) square feet, exclusive of basement, garages and porches. If any portion on any level is below grade, that level shall be considered as basement and not included in the calculation of the size. All dwellings must have first floor and roof overhangs. All first floor and roof overhangs must extend no less than eight inches from the face of any dwelling.

3.4 Exterior Building Materials. Any dwelling constructed on any Lot shall be finished with suitable exterior building material which shall extend to grade, and shall cover at least seventy five percent (75%) of the exterior of the home above grade, including brick, stone or other materials approved by the Declarant. The houses on Walden Pond PRD Lots 20, 21, 22 and 23 shall have one hundred percent (100%) of the exterior of the home above grade, either brick, stone or other materials approved by The Declarant. Stucco may only be used to cover concrete blocks on contemporary style houses. No dwelling shall have an exposed foundation. All proposed building materials for the exterior portion of the dwelling must be approved by The Declarant prior to commencement of construction. The exterior building materials shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block. Any material other than brick or stone to be used for the face of any structure (e.g. wood, aluminum or other siding material) must be pre-approved in writing by the Declarant as to both material and color before being installed on any dwelling or structure.

3.5 Garage. Each dwelling must have a garage, integral with or attached to the main house, to accommodate a minimum of three cars. No front entry garages (garages which face the street right-of-way) are permitted, the garage must be either side entry, or rear entry (garages which face the side lot line or the rear yard). Besides the attached garage, one detached residential garage with a maximum size of six hundred fifty (650) square feet may also be constructed on any Lot. The detached garage must conform to the design and construction of the main house. The detached garage may not be used for permanent residence purposes, such as mother-in-law quarters, or commercial or industrial enterprises.

3.6 Building Location. No structure shall be erected on any Lot nearer to any roadway, right-of-way line, than the building lines shown on the recorded Walden Pond PRD recorded plat. In addition, no structure may be erected nearer to any side property lines as shown on the plat of Walden Pond PRD.

3.7 Landscaping. All lawns must be either seeded or sodded for the entire front area, both sides and rear of the residence, said seeding or sodding to be done within six months or the next immediate growing season after erection of the residence on any Lot, whichever first occurs. All Lots shall be either seeded or sodded for the entire front, both sides and to a minimum distance of, thirty feet from the rear of the house; provided, however, the Declarant may approve properly landscaped areas of chips, bark or other similar materials within the areas which would otherwise be seeded or sodded.

3.8 Driveways. All driveways must be constructed of hard surfaces (not asphalt except for Lots 2 and 6 which were previously approved by the Developer) such as concrete or other material of comparable appearance. Additionally, all driveways must be paved within one month from occupancy of the dwelling, unless prevented by inclement weather, allowing the paving to commence immediately upon the cessation of the inclement weather. Off-driveway parking pads or areas are prohibited.

3.9 Mailboxes and Lamp Posts. Each Owner of an improved Lot must install a mailbox and post of a design selected by the Walden Pond Homeowners Association. Each Owner of an improved Lot must install, within the front yard, a lamp post or natural gas lamp, of a design selected by the Walden Pond Homeowners Association.

3.10 Sidewalks. The owner of any Lot other than Lots 1-9 on which a Building has been constructed shall also construct a sidewalk parallel to the curb of the street bounding said Lot, the edge of which sidewalk shall be five feet from the edge of the curb, and which sidewalk shall be four feet in width, four inches thick, constructed of poured, untainted concrete, broom finished with smooth edges.

3.11 Street Trees. Upon construction of the sidewalk, as noted in Section 3.10, the Owner shall also plant street trees in the grass strip between the edge of curb and the edge of sidewalk. The street trees shall be spaced evenly at intervals of fifty feet along the front of the Lot (and side of the lot in a corner Lot). All street trees shall be Pin Oak's (*quercus palustris*) with a minimum caliper of two and one-half inches and shall be substantially uniform in size and shape, with a straight trunk. All Pin Oak's shall be properly planted and staked in accordance with Cranberry Township Evergreen/Deciduous Planting Detail SD-02. All Pin Oak's shall be regularly maintained until the development is complete, and the Township acceptance of streets, and any dead or dying trees shall be replaced during the next planting season after the initial planting. Any Lot owner may request an exception to this section to the Board if such Lot, such as Lot 15, has a grade at the street which does not permit street trees.

3.12 **Swimming Pool.** Only in-ground swimming pools are permitted, no above ground swimming pools are permitted on any Lot. An architecturally designed bath house is also permitted if used in connection with an in-ground swimming pool.

3.13 **Tree Removal.** The building plans for any proposed dwelling structures will include a tree survey showing all trees below four inches breast height to be removed and all trees above four inches breast height to be retained. If the rear portion of the lot is wooded and will be undisturbed during construction it may be designated as undisturbed without spotting each four inch tree. The tree removal will be analyzed by The Declarant for compatibility with adjacent Lots, and while trees may be removed for the proposed dwelling, driveway pavement, and yard areas, the wooded nature of some of the Lot will be maintained by limiting the tree removal. All tree removal during construction will be limited to the tree removal plan approved by The Declarant. Moreover, at the time of building construction trees to be saved will be protected with a fence barrier constructed around the trees to be saved. The area within the fence shall not be entered with construction material, equipment or personnel during construction, and extreme care will be taken not to compact the earth within the tree protected area, as compaction can cause severe root damage due to reduced air and water to the tree roots. If the protected tree area is compacted by construction material, equipment or personnel, the soil will be aerated thoroughly in the root zone immediately following compaction. In the event that any tree within the protected tree area is damaged, the tree will be replaced with a tree of the same species and variety, and size, or of a number of similar species trees whose total diameter equals or exceeds the diameter of the replaced tree. Additionally, where paving near a protected tree is required, an aeration system shall be placed under the paving with perforated plastic pipe connected to vertical pipes at the edge of the paving. Where fill is required around a protected tree, all sod and underbrush must be removed, the soil surface broken up above the roots and any needed fertilizer applied. In cut areas the top growth should be thinned out by trimming out the lateral growth and cutting some of the main branches back to good side branches. Peat moss, pine bark, or other organic matter should be incorporated into the exposed soil surface to increase moisture retention.

3.14 **Outbuilding.** No outbuildings, garage, shed, tent, 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 the use of a temporary construction shed during the period of actual construction of any structure on any Lot in Walden Pond PRD, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

3.15 Sewer and Water. All homes shall tap into the sewer systems per the Development Plans. No building shall be occupied until said water and sewage systems are installed and operational. All Lot Owners shall be responsible for payment of any and all tap-in or other hook up fees and costs.

3.16 Debris. No debris incidental to construction work, whether initial or temporary construction, on one Lot may be placed on another Lot. All debris must be removed by the time of completion of the work to which it is incidental.

3.17 Inactive Equipment. Inactive construction equipment or construction vehicles may not be stored in the open where they can be seen from any occupied residence once seven of the Lots are occupied, without the written consent of the Declarant.

ARTICLE 4 - LOT AND BUILDING RESTRICTIONS

The occupancy and use of the Lots and Buildings shall be subject to the following restrictions:

4.1 Lots Limited to Residential Use. No Lot shall be used except for one single family detached residential dwelling, moreover, no Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one first class private dwelling house, patio walls, in ground swimming pool and garage placed or maintained on any Lot. No building erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No outbuilding, garage, shed, tent, 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 herein, and no outbuilding, garage, shed, tent, trailer, basement, or temporary building shall be used for permanent or temporary residence purposes. However, the use of a temporary construction trailer during the period of actual construction of any structure on any Lot, and the use of adequate sanitary toilet facilities for workmen which is provided during such construction is permitted.

4.2 Fences. Only wrought iron, or decorative type of fence may be permitted on any Lot after written approval of the same by the Declarant as to location, material and height. Moreover, fences are only permitted in the rear portion of the Lot, and no fence shall be erected on any Lot between the front of the home and the street right-of-way. Any broken fences will be immediately repaired.

4.3 Walls. No Lot Owner may install a wall on his Lot without first obtaining written approval of the walls location, its materials and colors, by the Walden Pond Homeowners Association before the installation of any wall.

4.4 Animals. No animals, reptiles, birds, horses, rabbits, fowl, poultry, cattle or livestock of any kind shall be brought onto or kept in any Lot or portion of Walden Pond, except that no more than two dogs, cats or other household pets (except house pets with vicious propensities) may be kept or maintained on any Lot, provided that such pets are not kept for any commercial purpose and provided that such pets are at all times leashed and no other outside structures are erected or installed therefor. The keeping of any pet which by reason of its noisiness or other factor is a nuisance (as determined by the Walden Pond Homeowners Association in their sole judgment) or annoyance to the neighborhood is prohibited. Additionally, any dog house erected, constructed, or maintained on any Lot must first be approved by the Walden Pond Homeowners Association.

4.5 Signs. No signs, advertisements, billboards, or advertising structures of any kind may be erected, maintained or displayed on any Lot; provided, however, that one sign of not more than six square feet advertising the property for sale shall be allowed by the Lot Owner and nothing herein shall prohibit signs erected or displayed in connection with the development of Walden Pond PRD and the marketing and sale of residences therein.

4.6 Commercial Vehicles. No trucks or commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers, recreational type vehicles or trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage or in such other enclosure (open or otherwise) approved by the Walden Pond Homeowners Association, except only during period of approved construction on the Lot. Request for permission for such exterior storage shall be made in writing to the Walden Pond Homeowners Association, and shall include details as to the method by which such equipment will be screened from view of other Lot Owners.

4.7 Abandoned Vehicles. No abandoned cars, motorcycles, Jeeps, trucks or motor vehicles of any kind whatsoever that are unable to move under their own power may be stored or allowed to remain upon any Lot. If any such motor vehicle is so stored or remains on the Lot, the Walden Pond Homeowners Association may take the necessary steps to remove the same at the Lot Owner's expense.

4.8 All Terrain Vehicles. No mini bikes, four wheelers, ATV (all terrain vehicles) shall be operated within Walden Pond. If any such mini bikes, four wheelers, or ATV is operated in Walden Pond, then the Walden Pond Homeowners Association may take the necessary steps to prevent the use of the prohibited vehicles, including the taking and ceasing of the vehicle to prevent the use in the future.

4.9 Nuisances. No horses, cattle, swine, goats, poultry or fowl shall be kept on any Lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Declarant. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No exterior lighting shall be directed outside the boundaries of a Lot. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. In the event that any Lot Owner shall fail or refuse to keep his Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the Lot Owner, and such entry shall not be deemed a trespass if a minimum of twenty-four hours notice is first given to the Lot Owner, and in the event of such a removal, a lien shall arise and be created in favor of the Declarant and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty days after demand is made therefor.

4.10 Accessory Structures. No tent, outbuilding, carport, breezeway or satellite dish shall be used, constructed or erected upon any Lots. Any storage shed constructed upon any Lot shall be hidden from view from the street fronting or on the side of the Lot and shall be made of a material acceptable to the Walden Pond Homeowners Association, but no metal shed shall be approved.

4.11 Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

4.12 Driveway Access. Driveway access to all Lots shall only be from internal streets situate within Walden Pond PRD. No driveway access to any Lot shall be permitted from any external streets or roadways which are not wholly contained within Walden Pond PRD.

4.13 Vehicular Sight Lines. No fence, wall, tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight line for vehicular traffic.

4.14 Street Trees. Every Lot shall have street trees in the front of the Lot between the front building line and the sidewalk fronting the Lot (and on the sides on corner Lots). All individuals owning Lots with street trees shall perpetually protect the street trees contained therein and shall not remove healthy, live trees and shall replace any street trees which may die with a tree of identical species.

4.15 Common Ground Trees. The trees contained in the Common Ground as shown on the Development Plans are perpetually protected and the logging or felling of healthy, live trees thereof is specifically prohibited. The Walden Pond Homeowners Association shall be responsible for replacing any trees in any such areas which may die.

4.16 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan of Walden Pond PRD. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area within each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Each Lot Owner shall be responsible for the landscape maintenance of the easements within such Owner's Lot as shown on the recorded plan of Walden Pond PRD. No Lot Owner shall do any work or any other act which would impair any easement without the consent of the Walden Pond Homeowners Association. Each Owner shall be responsible for the landscape maintenance of the easements within such Owner's Lot as shown on the Record Plat of Walden Pond PRD. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, maintenance or ingress or egress to storm sewer utilities or change, obstruct or retard the direction of flow of water to storm sewer utilities.

4.17 Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of Walden Pond, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or portion of Walden Pond. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or portion of Walden Pond.

4.18 **Mining.** No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of Walden Pond PRD, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

4.19 **Hunting.** No hunting of any kind shall be permitted upon or in any Lot or portion of Walden Pond, nor shall any deer or other animal meet, be dangled, suspended or hung outdoors on any Lot or portion of Walden Pond.

4.20 **Christmas Tree Lights.** Christmas tree lights are only permitted to be illuminated from Thanksgiving Day until February 1st of the upcoming year. No Christmas tree lights will be illuminated at any other time.

4.21 **Play Equipment and Art Object.** No permanent play equipment, such as swings, slides, sandboxes, jungle gyms, or trampolines will be erected, maintained or permitted in the front or side yard of any Lot. All such equipment will be erected in the rear yard of the Lot. Additionally, no statuary, sculpture, or yard art object will be erected, maintained or permitted in the front or side yard of any Lot without the prior written approval of the Declarant.

4.22 **Clotheslines.** No outdoor clotheslines, reels, hanging circles or other exterior clothes drying devises will be erected, maintained or permitted on any Lot. Additionally, no outdoor storage of more than ten gallons of fuel will be permitted on any Lot.

4.23 **Television Antennae.** No exterior television or radio antennae, towers, satellite dishes, or similar structures will be allowed on any Lot except with written approval of the Declarant. Moreover, any exterior television antennas, satellite dishes, or antenna towers must be located where they are not visible from any road right-of-way. No satellite signal reception dishes larger than eighteen inches in diameter shall be installed or placed on any Lot.

4.24 **Maintenance.** Each Lot Owner of an improved or unimproved Lot shall maintain and keep his Lot, whether improved or unimproved, in good order and repair, and shall do nothing which would be in violation of local, state or federal law.

4.25 **Garbage.** No rubbish, trash or garbage receptacle shall be placed on the exterior of a Lot except on the day of regularly scheduled collection, unless such receptacle is completely recessed into the ground and equipped with a permanent cover, or unless an above ground receptacle is approved by the Walden Pond Homeowners Association. Garbage collection must comply with Cranberry Township's Solid Waste Ordinance.

4.26 Debris on Adjacent Lot. No debris incidental to work on one Lot may be placed on another Lot. All debris must be removed upon completion of work to which it is incidental. Similarly, no grass clippings are permitted in the street or upon another Lot.

4.27 Toxic Substance. No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewers or open drain ways. Such prohibited substances shall include but shall not be limited to paint, oil, gasoline, and all petroleum products, kerosene, paint thinner, antifreeze and the like and any and all substances as defined by and as commonly understood by the Pennsylvania Environmental Protection Agency or any other agency of organization having jurisdiction over toxic non-biodegradable substances.

4.28 Compliance With Law. No Lot Owner shall permit anything to be done or kept in his Lot which will violate any law, statute, ordinance or regulation or any governmental body.

4.29 Re-subdivision of Lots Prohibited. None of the Lots, shall at any time be subdivided or divided. Any single Lot together with contiguous Lots in the subdivision may be used for one building site, but may not, after being so combined, be thereafter subdivided in any manner inconsistent with the provisions of the existing approved subdivision plan of Walden Pond.

ARTICLE 5 - COMMON GROUND USE RESTRICTIONS

The use of the Common Ground shall be subject to the following restrictions:

5.1 Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Common Ground, may be promulgated from time to time by the Walden Pond Homeowners Association, subject to the right of the Walden Pond Homeowners Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and amendments thereto shall be furnished to all Lot Owners by the Walden Pond Homeowners Association promptly after the adoption of such Rules and Regulations or any amendments thereto.

5.2 Obstruction of Common Ground. There shall be no obstruction of the Common Ground nor shall anything be stored in the Common Ground without the prior consent of the 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 Ground. The Common Ground shall be kept free and clear of rubbish, debris and other unsightly materials. No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Ground without the prior consent of, and be subject to any regulations of the Walden Pond Homeowners Association.

5.3 Encroachment of Common Ground. No Lot Owner shall make any installation which extends beyond the physical limits of the Lot Owner's Lot.

5.4 Nuisances. No noxious or offensive activity shall be carried on in any Lot, or in the Common Ground, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or occupants, or which interferes with the peaceful possession or proper use of any of the Lots or of the Common Ground.

5.5 Vegetation. No Lot shall have any vegetation encroaching on the sidewalk abutting any such Lot other than grass. Any vegetation other than grass must be set back from the sidewalk a distance of no less than eighteen inches. Any trees or other vegetation hanging over the sidewalk abutting any Lot must be trimmed to a height of no less than seven feet.

5.6 Compliance With Law. Nothing shall be done or kept in the Common Ground which will increase the rate of insurance thereon, or on the contents thereof, without the prior written consent of the Declarant. No Lot Owner shall permit anything to be done or kept in his Lot nor in the Common Ground which will violate any law, statute, ordinance or regulation or any governmental body. No waste shall be committed in the Common Ground.

ARTICLE 6 - HOMEOWNER'S ASSOCIATION

6.1 Membership. For the purpose of ownership and maintenance of Common Ground and all common community services of every kind and nature required or desired within Walden Pond PRD for the general use and benefit of all Lot Owners, each and every Lot Owner, in accepting a deed or contract for any Lot in Walden Pond PRD, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of Walden Pond Homeowners Association, a nonprofit corporation. With respect to the affairs of the Walden Pond Homeowners Association, each Lot Owner where a lot is owned by more than one Lot Owner (for example where a lot is owned by husband and wife) shall be entitled to only one vote for each Lot.

6.2 Initial Appointment of Directors. The initial five members of the Board of Directors of the Walden Pond Homeowners Association shall be appointed by the Declarant, who shall have control of the Board until transfer as stated below.

6.3 Election of First Director by Lot Owners. Not later than thirty days after Cranberry Township permits occupancy for four residences to be occupied by the ultimate Lot Owners (i.e., excluding any conveyances or occupancies by builders) the Lot Owners shall elect one of the members of the Board of Directors of the Walden Pond Homeowners Association which consists of three members, each of whom shall be Lot Owners.

6.4 Election of Second Director by Lot Owners. Not later than thirty days after Cranberry Township permits occupancy for eight residences to be occupied by the ultimate Lot Owners (i.e., excluding any conveyances or occupancies by builders) the Lot Owners shall elect one of the members of the Board of Directors of the Walden Pond Homeowners Association which consists of three members, each of whom shall be Lot Owners.

6.5 Election of Third Director by Lot Owners. Not later than thirty days after Cranberry Township permits occupancy for twelve residences to be occupied by the ultimate Lot Owners (i.e., excluding any conveyances or occupancies by builders) the Lot Owners shall elect one of the members of the Board of Directors of the Walden Pond Homeowners Association which consists of three members, each of whom shall be Lot Owners.

6.6 Succession. Upon election of the third and final member of the Board of Directors, the Walden Pond Homeowners 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 "Board of Directors." However, the Declarant shall retain the power to add additional real estate to this Declaration pursuant to Section 12.3 after the Walden Pond Homeowners Association succeeds to the position of the Declarant.

6.7 Power Over Common Ground. The Board of Directors shall have the power to exercise such control over the Common Ground, easements, ponds, water detention facilities, as may be shown on the Development Plans, as is necessary to maintain, improve, repair, rebuild, supervise and insure the proper use of said easements, water detention facilities, by the public utilities, including the right to construct, reconstruct, operate and maintain on, under and over said easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for services to the Lots shown on Walden Pond PRD.

6.8 Power Over Maintenance of Common Ground. The Board of Directors shall have the power to exercise control over the Common Ground for the sole and exclusive use, enjoyment and benefit of residents of Walden Pond PRD and pay real estate taxes and assessments on said Common Ground out of the general assessment herein provided; to maintain and improve same with shrubbery, vegetation, decorations and any and all other types of storm sewer facilities in the interest of health, welfare, safety and morals of the Owners of Lots in Walden Pond PRD, all in conformity with applicable laws; and to prescribe by reasonable rules and regulations, the terms and conditions of the use of Common Ground, all for the benefit and use of the Owners of the Lots in Walden Pond PRD. The Board of Directors shall have the power for the maintenance, inspection, alteration, repair, rebuild, operation, removal or relay on any retention or detention basin, storm sewers utility or other stormwater drainage systems located on and servicing the Common Ground.

6.9 Power of Dedication. The ponds, water retention or retention facilities, storm sewer lines and other such facilities are private and to be maintained by the Walden Pond Homeowners Association, therefore the Board of Directors is empowered to dedicate to public use any water retention or detention facilities, storm sewer lines and other such facilities constructed in Walden Pond PRD whenever such dedication would be accepted by an appropriate governmental body or public utility.

6.10 Power to Grant Easements. The Board of Directors shall have the power to grant easements over the Common Ground.

6.11 Power to Enforce Declaration. The Board of Directors shall have the power to prevent any infringement and to compel the performance of any restriction set out in this Declaration or established by law, and also any rules and regulations issued by the Walden Pond Homeowners Association governing the use of the Common Ground or any matters relating thereto. The power and authority herein granted to the Board of Directors is intended to be discretionary and not mandatory.

6.12 Power Over Neglected Lots. The Board of Directors shall have the power to clean up rubbish and debris and remove grass and weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any vacant or neglected Lots, and the Owners thereof may be charged with the reasonable expenses so incurred. The Board of Directors, its agents or employees shall not be guilty or liable for any matters of trespass or any other act for any such injury, abatement, removal or planting.

6.13 Power To Negotiate With Condemnation Agency. In the event it shall become necessary for any public agency to acquire all or any part of the Common Ground for a public purpose, the Board of Directors are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary to that purpose. Should acquisition by eminent domain become necessary, only the Board of Directors need be made parties, and any proceeds received shall be held by the Board of Directors for the benefit of those entitled to the use of said Common Ground.

6.14 Power to Appoint Committees. The Board of Directors shall have the power to appoint committees (which need consist of only one member of the Board of Directors) and to delegate to such

committees the Board of Directors authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

6.15 Officers of the Association. The officers of the Walden Pond Homeowners Association shall be a President, Vice President, Secretary and Treasurer, and a fifth Board member to be determined. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. There must always be a minimum of five members and an odd-number of members (for voting purposes) on the Board.

6.16 Powers of Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Declaration, the Board of Directors has the power to enter into contracts, any persons (including, but not limited to, accountants and attorneys), employ agents, servants and labor as they may deem necessary or advisable, and at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the Common Ground, or in connection with any duty, responsibility or right of the Board of Directors, and to remove, at any time, any such personnel. The Board of Directors shall act in all instances on behalf of the Walden Pond Homeowners Association. The Board of Directors may, by majority vote delegate responsibilities to the President of the Walden Pond Homeowners Association to perform such powers and duties as from time to time may be assigned or delegated to the President by the Board of Directors.

ARTICLE 7 - ASSESSMENTS AND ENFORCEMENT

7.1 Annual Assessments. All Common Expense assessments made in order to meet the requirements of the Walden Pond Homeowners Association's annual budget shall be deemed to be adopted and assessed on an annual basis and shall be due and payable in advance on the first day of the month of March. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors. Any expense, assessment, fee, legal charge, fine or interest shall automatically constitute lien(s) upon the respective Lot being assessed, from the date on which such expense, assessment, fee, legal charge, fine or interest becomes due. Assessments shall be payable in advance for the current year (pro-rated as of the date of closing) due and payable in advance at the settlement of any conveyance of any Lot to any ultimate user (i.e., not a Builder), provided, however, that, unless otherwise required by applicable law, no assessments shall be chargeable to any Builder for any period of time that the Builder holds title to the Lot.

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

7.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Ground, and any other expenses, charges or costs which the Walden Pond Homeowners Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Walden Pond Homeowners Association. There shall be no structural alterations of, capital additions to, or capital improvements on, the Common Ground (other than for purposes of repairing, replacing and restoring portions of the Common Ground) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000) without the prior approval of Sixty Seven (67%) of the Lot Owners entitled to cast votes.

7.4 Limitation on Encumbrances. Any encumbrance or mortgage of against the Common Ground by the Walden Pond Homeowners Association shall require the prior approval of Eighty Percent (80%) of the Lot Owners entitled to cast votes.

7.5 Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Such reserve shall be collected and funded as determined by the Walden Pond Homeowners 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 Board of Directors shall determine. In addition, the Walden Pond Homeowners 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 Board of Directors deems appropriate.

7.6 Capitalization Fee. At the closing on the sale of a Unit from the Declarant to an Owner, the Owner shall pay an initial capitalization fee of \$250.00 to the Association.

7.7 Accounting. On or before the last day of March of each calendar year, the Walden Pond Homeowners Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected and sales of property owned or managed by the Walden Pond Homeowners Association on behalf of the Walden Pond Homeowners Association, and showing the net excess or deficit of income over expenditures plus reserves.

7.8 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's monthly assessments, or any non-recurring common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further monthly assessments according to each Lot Owner's membership in the Walden Pond Homeowners Association. Such further monthly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further monthly assessments shall become effective as determined by the Board of Directors.

7.9 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Ground to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Lot Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Lot Owner, said credits to be applied to the next monthly assessments of Common Expenses due from said Lot Owners under the current fiscal year's budget, and thereafter, until exhausted. No rebates or refunds of excess assessments shall be made to any Lot Owner.

7.10 Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty days, the Board of Directors may, in addition to all other remedies in this Declaration contained, accelerate all other assessments to become due from such Lot Owner for the fiscal year in which such default occurs.

7.11 Proration of Assessments. Each assessment, special assessment or further assessment shall be prorated among and allocated to the Owners of all Lots by dividing the total amount of such assessment by the number of Lots subject to this Declaration on the date of the assessment without regard to the size of any individual Lot nor conditioned upon a Building being erected upon any individual Lot.

7.12 Interest and Charges. All sums assessed by the Walden Pond Homeowners Association against any Lot Owner as a regular or special assessment shall bear interest thereon at a rate of one and one-quarter percent (1.25%) per month (or fifteen (15%) percent per annum) from the thirtieth (30th) day following default in payment of any annual assessment when due. Any delinquent Owner shall also be obligated to pay all expenses of the Walden Pond Homeowners Association, including reasonable attorney's fees incurred in the collection of the delinquent assessments by legal proceedings or otherwise and any amounts paid by the Walden Pond Homeowners 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.

7.13 **Implementation.** The Walden Pond Homeowners Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the above provisions, and to otherwise provide for the efficient fiscal operation and management of the Common Ground.

ARTICLE 8 - INSURANCE

8.1 **Common Ground Insurance.** The Board of Directors shall purchase and maintain in force liability insurance protecting the Walden Pond Homeowners Association and Lot Owners from any and all claims for personal injuries and property damage arising from use of Common Ground and facilities. The Walden Pond Homeowners Association shall acquire and pay for such insurance as the Board of Directors deems advisable in the operation, and for the protection, of the Common Ground. The amount of property insurance obtained shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation. Such insurance policy may, at the option of the Board of Directors, contain a deductible provision in an amount determined by the Board of Directors. The Walden Pond Homeowners Association shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners or any officer or employee of the Walden Pond Homeowners Association without a prior demand in writing that the Walden Pond Homeowners Association cure the defect and without a reasonable period of time thereafter in which to cure the same.

8.2 **Release of Claims.** Each Lot Owner and the Walden Pond Homeowners Association hereby waives and releases any and all claims which he or it may have against any other Lot Owner, the Walden Pond Homeowners Association, the Board of Directors and members thereof, the Declarant and their respective employees and agents, for damage to the Common Ground, or to any personal property located in the Common Ground, 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. If the act or omission of a Lot Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Lot Owner, shall cause damage to the Common Ground or any personal property located on the Common Ground, then such Lot Owner shall pay for such damage, repairs and replacements, as may be determined by the Board of Directors, to the extent such payment is not waived or released. Any release or waiver 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 Lot Owners and the Walden Pond Homeowners 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.

8.3 Initiate Insurance Claim. If the Walden Pond Homeowners Association fails within sixty days of an insured loss to initiate a claim for damages recoverable under the property insurance policy obtained by the Walden Pond Homeowners Association, any Lot Owner may initiate such a claim on behalf of the Walden Pond Homeowners Association. At least once every three years, but more frequently if in the Board of Directors judgment, the Common Ground are rapidly appreciating in value, the Board of Directors shall cause an appraisal of the Common Ground to be made for the purpose of determining the current full insurable replacement value of the insured property, without considering depreciation, and the Board of Directors shall change the amount of Property insurance on the Common Ground to the amount of the then current full insurable replacement value of the Common Ground as established by such appraisal.

8.4 Insurance Limits. Comprehensive public liability and property damage insurance shall be in such limits as the Board of Directors 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 the Declarant, the Walden Pond Homeowners Association, the members of the Board of Directors, and their respective agents and employees, and the Lot Owners, from any liability to the public or to the Lot Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Ground or any part thereof, including specifically, but without limitation, the pond and dam as shown on the Development Plans.

8.5 Officers Liability and Works Comp Insurance. The Walden Pond Homeowners Association may obtain such other forms of insurance as the Board of Directors shall elect to effect including Board of Directors and officers liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

8.6 Insurance Against Dishonest Acts. The Walden Pond Homeowners Association may obtain a fidelity bond or bonds or insurance to protect against dishonest acts on the part of the members of the Board of Directors, officers, agents employees, volunteers and all others who handle, or are responsible for handling, funds of the Walden Pond Homeowners Association. Such bond or bonds or insurance shall name the Walden Pond Homeowners Association as an obligee or insured and shall be in an amount equal to One Hundred Fifty percent(150%) of then current Common Expense budget or such higher amount as the Board of Directors deems appropriate. Such bond or bonds or insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons.

8.7 Insurance Fees Are Common Expenses. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Walden Pond Homeowners Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board of Directors deems advisable in connection with any insurance, shall be Common Expenses.

ARTICLE 9 - LIMITED LIABILITY AND INDEMNIFICATION

9.1 Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees shall not be liable for the failure of any service obtained and paid for by the Walden Pond Homeowners Association, or for injury or damage to person or property caused by the elements or by another Lot Owner or person on Walden Pond PRD, unless in each such instance such injury or damage had been caused by the willful misconduct or gross negligence of the Board of Directors.

9.2 Liability From Gross Negligence. The Board of Directors, and its members in their capacity as members, officers and employees shall not be liable to the Lot Owners as a result of the performance of the members of the Board of Directors duties for any mistake of judgment, negligence or otherwise except for the members of the Board of Directors own willful misconduct or gross negligence. The Board of Directors, and its members in their capacity as members, officers and employees shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the members of the Board of Directors own willful misconduct or gross negligence in the performance of their duties; and

9.3 Limited Personal Liability. The Board of Directors, and its members in their capacity as members, officers and employees shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Walden Pond Homeowners Association in the performance of the duties of the members of the Board of Directors.

9.4 Limited Liability of Personal Property. The Board of Directors, and its members in their capacity as members, officers and employees shall not be liable to a Lot Owner, or such Lot Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers or quest in a Lot, or in or on the Common Ground, except for the members of the Board of Directors' own willful misconduct or gross negligence.

9.5 Notice of Complaints. Complaints brought against the Walden Pond Homeowners Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, shall be directed to the Board of Directors of the Walden Pond Homeowners Association, which shall promptly give written notice thereof to the Lot Owners and such complaints shall be heard by the Walden Pond Homeowners Association pursuant to its By-Laws. The Lot Owners and the holders of mortgages on Lots shall have no right to participate in such matters other than through the Walden Pond Homeowners Association.

9.6 Indemnification Against Third Party Actions. The Walden Pond Homeowners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or complete action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board of Directors or Association) by reason of the fact that he is or was the Declarant or a member of the Board of Directors, officer, employee or agent of the Walden Pond Homeowners Association, or is or was serving at the request of the Walden Pond Homeowners Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless such person is found to have acted in bad faith or in a reckless or grossly negligent manner and if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Walden Pond Homeowners Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Walden Pond Homeowners Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.7 Indemnification Against Association Action. The Walden Pond Homeowners Association shall indemnify the Declarant or any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by or in the right of the Board of Directors or the Walden Pond Homeowners Association, by reason of the fact that he is or was a member of the Board of Directors, officer, employee or agent of the Walden Pond Homeowners Association, or is or was serving at the request of the Walden Pond Homeowners Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Walden Pond Homeowners Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Walden Pond Homeowners Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

9.8 Determination. To the extent that a member of the Board of Directors, officer, employee, or agent of the Walden Pond Homeowners Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 10.3 or 10.4 hereof, or in defense of any claim, issue, or matter therein in which he was not indemnified, then he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnifications under Sections 9.7 or 9.8 hereof shall be made by the Walden Pond Homeowners Association only upon a determination that indemnification of the Board of Directors member, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 9.7 or 9.8 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel (not the Walden Pond Homeowners Association's legal counsel) in a written opinion, or (iii) by the Lot Owners by the affirmative vote of a majority of the Lot Owners at any meeting duly called for such purpose.

9.9 Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the Walden Pond Homeowners Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of the Board of Directors, members, officer, employee, or agent to repay is ultimately determined that he not is entitled to be indemnified by the Walden Pond Homeowners Association as authorized by this Article.

9.10 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Walden Pond Homeowners Association's Articles of Incorporation, By-Laws, agreements, vote of disinterested Lot Owners or members of the Board of Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future members of the Board of Directors, officers, employees, and agents of the Walden Pond Homeowners Association, and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer, employee or agent, shall inure to the benefit of the heirs and personal representatives of all such Persons, and shall be in addition to all other rights which such Persons may be entitled as a matter of law.

9.11 Insurance. The Walden Pond Homeowners Association shall purchase and maintain insurance on behalf of any member of the Board of Directors, officer, employee, or agent of the Walden Pond Homeowners Association, against any liability asserted against him or incurred by him in any such capacity or arising out of this status as such whether or not the Walden Pond Homeowners Association would have the power to indemnify him against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified.

9.12 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Walden Pond Homeowners Association and shall be Common Expenses.

ARTICLE 10 - EFFECT AND ENFORCEMENT

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

10.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the Lot 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, the Declarant 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, reservations and restrictions exists and summarily to abate or remove the same at the expense of the Lot Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a). Should the Declarant or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Lot Owner against whom such action is brought and the reversionary owner shall have a lien upon such Lot or Lots to secure payment of all such accounts.

(b). Should the Lot Owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty days, the Declarant or Lot Owner in whose favor said lien has arisen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of ten percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c). The breach of any of the foregoing covenants, conditions, reservations 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, reservations, 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.

(d). No delay or omission on the part of the Declarant or the Lot Owners in Walden Pond PRD in exercising any right, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or 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 the Declarant for or on account of 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.

10.3 Severability. Each and every of the covenants, restrictions, reservations, and servitudes 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, reservations, 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, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

10.4 Rules Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

10.5 Public Rights. Walden Pond PRD shall be subject to any and all rights and privileges which the Township of Cranberry or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with Cranberry Township Zoning Ordinance or laws.

ARTICLE 11 - DURATION OF COVENANTS

11.1 Duration. The foregoing Covenants, Conditions, and Restrictions for Walden Pond PRD shall continue and remain in full force and effect at all times as against the Owner of any Lot in such premises, regardless of how he acquired title, until December 31, 2020 (the "Base Period"), and thereafter be of no further legal or equitable effect on Walden Pond PRD or any Lot Owner. The expiration on December 31, 2020 shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods until properly terminated by written instrument duly recorded as provided by Section 11.2. Although the Covenants, Conditions, and Restrictions for Walden Pond PRD may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

11.2 Termination. The foregoing Covenants, Conditions, and Restrictions for Walden Pond PRD shall be terminated by a vote of termination by Ninety Percent (90%) of the Lot Owners entitled to cast votes. The vote of termination of the Covenants, Conditions, and Restrictions for Walden Pond PRD shall not be effective until a written instrument of the termination is recorded in the Butler County Recorder of Deeds. Although the Covenants, Conditions, and Restrictions for Walden Pond PRD may be terminated as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such termination shall be absolute.

ARTICLE 12 - DECLARANT'S RIGHTS

12.1 Conveyance of Common Ground. The Common Ground shall be conveyed by the Declarant to the Walden Pond Homeowners Association by special warranty deed recorded in the land records of Butler County, Pennsylvania, on or before the date of conveyance of the last Lot to be conveyed by the Declarant, or three years from the date of recording of this Declaration, whichever is sooner. The conveyance shall be for a consideration of one dollar, and the Walden Pond Homeowners Association's shall accept the conveyance. Prior to the date of conveyance of the Common Ground to the Walden Pond Homeowners Association, the Common Ground shall be owned by the Declarant. The Common Ground will be transferred, with taxes paid, and unencumbered to the Walden Pond Homeowners Association. The obligation of the Declarant to convey the Common Ground to the Walden Pond Homeowners Association, and the obligation of the Walden Pond Homeowners Association to accept such conveyances, is binding upon the Declarant, and the Walden Pond Homeowners Association, and their successors and assigns, if any. The conveyance of any Common Ground to the Walden Pond Homeowners Association shall increase the Association's expenses by the cost of maintaining and insuring such Common Ground, and shall increase the assessments for which each Lot Owner is responsible.

12.2 Completion of Common Facilities. No Common Ground shall be conveyed to the Walden Pond Homeowners Association until any common facilities in the Common Ground have been completed. The Declarant may elect to transfer the common facilities prior to completion if a third-party letter of credit assuring completion is provided by the Declarant, in addition to the Declarant's own guarantee of completion, for the benefit of the Walden Pond Homeowners Association. Such third-party letter of credit and the Declarant's guarantee shall not expire until completion of such common facilities. Until the Common Ground is conveyed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such Common Ground and for all other expenses in connection with such common facilities.

12.3 Additional Real Estate. Declarant reserves the right, but not the obligation, to add Lot A (including and subdivision of Walden Pond Lot A) of Walden Pond, recorded in Plan Book Volume 268 Page 5 of the Butler County Recorder of Deeds. The Declarant's right to add the above additional real estate to the property covered by this Declaration shall expire five years from the date of recordation of this Declaration. There are no limitations on Declarant's right to add additional real estate except as specifically provided in this Declaration or by applicable law. All restrictions in this Declaration affecting use, occupancy and alienation of lots, if any, will apply to lots created within any additional real estate. Upon each addition of real estate to the property covered by this Declaration, each lot owner within such additional real estate shall become members of the Walden Pond Homeowners Association. Each such lot owner shall be entitled to one vote for each lot owned in Association matters. The number of lots by which assessments are divided shall be increased by the number of lots in such added real estate, effective with the first assessment occurring after the recordation of the plan adding the additional real estate.

ARTICLE 13 - AMENDMENT OF DECLARATION

13.1 **Amendment Generally.** This Declaration of Covenants, Conditions, and Restrictions for Walden Pond PRD may be amended only in accordance with the express provisions of this Declaration.

13.2 **Amendment by Lot Owners.** This Declaration may be amended by affirmative vote of sixty seven percent (67%) all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Walden Pond Homeowners Association as set forth in its By-Laws.

13.3 **Amendment by Declarant.** Notwithstanding any provision herein contained to the contrary, no change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant. The Declarant shall have the unrestricted right to amend this Declaration at any time prior to the sale of the last Lot to the ultimate user (i.e., not a builder).

13.4 **Other Amendments.** If any amendment is necessary in the judgment of the Declarant to cure any ambiguity or to correct or supplement any provisions of this Declaration or the Development Plans which is defective or inconsistent with any other provision hereof, or to change, correct or supplement anything appearing or failing to appear in the Development Plans which is incorrect, defective or similarly inconsistent, the Declarant may, at any time and from time to time effect such amendment without the approval of the Lot Owners. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by the Declarant.

