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BRISTOL CREEK HOMEOWNERS ASSOCIATION
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS GOVERNING BRISTOL CREEK
HOMEOWNERS ASSOCIATION AND OPEN SPACE


Instr: 200010120024136 10/12/2000
Pages: 3 F: \$17.50 9:36AM
Michela Mustello T20000025741
Butler County Recorder MLBRISTOL

WITNESSETH

THIS AMENDMENT to THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING BRISTOL CREEK HOMEOWNERS ASSOCIATION AND OPEN SPACE (hereinafter the "Declaration") is to be effective upon the date of its recording by BRISTOL CREEK HOMEOWNERS ASSOCIATION (hereinafter the "Association")

WHEREAS, the Association is comprised of the owners of certain developed and undeveloped land located in Cranberry Township, Butler County, Pennsylvania, as recorded in Plan Book Volume 180, Pages 23-25 inclusive, all considered the Bristol Creek Plan; and,

WHEREAS, said land is subject to all covenants, conditions, easements, restrictions, charges, and liens, as recorded in Deed Book Volume 2497, Pages 292-307 inclusive, all considered the Declaration; and,

WHEREAS, the Association has deemed it desirable to amend the Declaration in accordance with its power to make such amendment under the authority of Article VI, B, Section 2, of the Declaration and the Pennsylvania Uniform Planned Communities Act of 1997; and,

WHEREAS, the Association, by vote of greater than 67% of all members, has approved the recording of the within Amendments to the Declaration.

NOW, THEREFORE, the Association hereby declares the foregoing recital to be part hereof, and that all of the land described above shall be held, sold and conveyed subject to the following Amendments to the Declaration which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the affected land, or any part thereof, their heirs, administrators, successors and assigns.

AMENDMENT

ARTICLE VII

Section 1. Use Restrictions and Obligations

DELETE: "(j) Satellite dishes shall not be permitted on any Lot or house"

ADD: "(j) Satellite dishes must be attached to home on side wall, back wall, or back side of roof. The satellite dishes shall not exceed 24" in diameter and only one satellite dish per house is allowed. Efforts should be made to conceal wiring."

ARTICLE IV

Section 3. Annual Operation and Maintenance Expenses

ADD: "(g) All costs associated with lighting installation, maintenance, and operation will hereby be the shared responsibility of all Bristol Creek homeowners."

All other covenants, conditions, easements, restrictions, charges, and liens contained in the Declaration remain in full force and effect.

WITNESS the due execution hereof on this 10th day of October 2000.

WITNESSETH:

Caine J. Flagg
Secretary, Bristol Creek Homeowners
Association

BRISTOL CREEK HOMEOWNERS
ASSOCIATION

By Joseph M. Souch
President, Bristol Creek Homeowners
Association

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

SS.

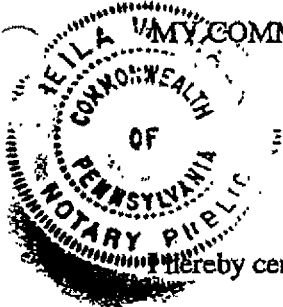
COUNTY OF BUTLER

On this the 10th day of October, 2000, before me a Notary Public the undersigned officer, personally appeared Joseph M. Sasala, who acknowledged himself to be the President of the Bristol Creek Homeowners Association, and that as such officer, he is authorized to execute the within instrument and acknowledged that he executed the same for the purposes therein contained by signing in the name of the Association as an officer.

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

Sheila W. Mack
Notary Public

Notarial Seal
Sheila W. Mack, Notary Public
Cranberry Twp., Butler County
My Commission Expires May 18, 2003
Member, Pennsylvania Association of Notaries



CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Bristol Creek Homeowners Association is:

Bristol Creek Homeowners Association
Post Office Box 1983
Cranberry Township, PA 16066.

Mail

Joseph M. Sasala
President, Bristol Creek
Homeowners Association



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

Nichele M. Muszella
Nichele M. Muszella - Recorder of Deeds

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS GOVERNING BRISTOL CREEK HOMEOWNERS
ASSOCIATION AND OPEN SPACE**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING BRISTOL CREEK HOMEOWNERS ASSOCIATION AND OPEN SPACE (hereinafter the "Second Amendment") is made effective this 11 day of January, 2005, by BRISTOL CREEK HOMEOWNERS ASSOCIATION, a Pennsylvania non-profit corporation (hereinafter the "Association").

WITNESSETH:

WHEREAS, a First Amendment to the Declaration of Covenants, Conditions and Restrictions Governing Bristol Creek Homeowners Association and Open Space (hereinafter the "Amended Declaration") has been recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, said Amended Declaration being recorded on October 12, 2000, at Instrument No. 200010120024136; and

WHEREAS, the land described in the Bristol Creek Plan as hereinafter described is subject to all covenants, conditions, easements, restrictions, charges, and lines, as recorded in Deed Book Volume 2497, Pages 292-307, inclusive, all considered the Declaration, which Declaration has been revised by the Amended Declaration; and

WHEREAS, the Association has deemed it desirable to amend the Amended Declaration in accordance with its power to make such amendment under the Amended Declaration and the Pennsylvania Uniform Planned Community Act of 1997, as amended; and

WHEREAS, the Association and at least sixty-seven percent (67%) of the lot owners in the Bristol Creek Plan located in Cranberry Township, recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania at Plan Book Volume 180, Pages 23-25, inclusive, as amended (hereinafter the "Bristol Creek Plan") now desire to record a Second Amendment to the Declaration.

NOW THEREFORE, the Declaration is hereby amended by this Second Amendment as follows, and all land described above shall be held, sold and conveyed subject to the following amendments to the Amended Declaration which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, and interest in the affected land, or any part thereof, their heirs, successors and assigns:

1. Article VII "Use Restrictions and Obligations", Section 1 "Use Restrictions and Obligations", subsection (a) is deleted in its entirety and amended to read as follows:

(a) None of the Lots shall be used for any purpose other than for residential uses. No Lots may be further subdivided; provided, however, that this limitation shall not preclude the granting of easements or rights of way. No structures shall be erected or maintained on any building plot other than the one detached single-family dwelling, its appurtenant garage, and a storage structure defined by the criteria listed below in Article VII, Section 1(a)(i).

(i) Criteria for Storage Structure:

- Only one storage structure is permitted on a homeowner's property.
- The maximum size of 120 square feet and no taller than 10 feet.
- The storage structure must be aesthetically consistent to the existing home on the property.
- The exterior of the storage structure, except for the roof, must be a color that matches the color of the home exterior, to the extent possible.
(A commercial vinyl self-assembled storage structure is acceptable.
Metal and aluminum storage structures are not permitted.)
- The shed must be in the back yard, defined as the area behind the rear foundation line.
- Placement of the shed, in respect to lot boundaries, shall be according to Cranberry Township Code.
- The property owner is responsible for maintaining the structure in accordance with existing Covenant requirements that apply to their residency.

2. Article VII "Use Restrictions and Obligations", Section 1 "Use Restrictions and Obligations", subsection (d) is deleted in its entirety and amended to read as follows:

(d) No trailer or tent shall be placed on any lot. No garage or any other structure other than the dwelling house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporary or permanently.

3. The written approval of at least sixty-seven percent (67%) of the lot owners in the Bristol Creek Plan for this Second Amendment is attached hereto as Exhibit "A".

4. This Second Amendment shall be signed by the President of the Association and recorded at the Office of the Recorder of Deeds of Butler County and indexed against all record owners in the Bristol Creek Plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania at Plan Book Volume 180, Pages 23-25, inclusive.

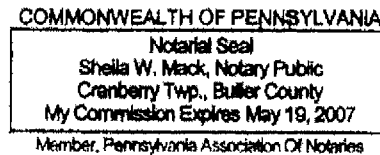
COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

On this 11th day of January, A.D., 2004, before me, a Notary Public, the undersigned officer, personally appeared Robert Mill,
John Gramsky, Jennifer Thomas, Michael Turner

who acknowledged themselves to be the above officers of the BRISTOL CREEK HOMEOWNERS ASSOCIATION, a Pennsylvania non-profit corporation, and that as such officers, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sheila W. Mack
Notary Public
My Commission Expires:



IN WITNESS WHEREOF, the Association has executed this Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions Governing Bristol Creek Homeowners Association and Open Space, the day and year first above written by setting its hand and seal.

BRISTOL CREEK HOMEOWNERS ASSOCIATION
a Pennsylvania non-profit corporation

By: *Stephanie*
President

By: *John Gramsky*
Vice-President

By: *Juanita Thomas*
Secretary

By: *Michael*
Treasurer