



number of garage doors, decks, porches, patios, and driveways; (ii) complete building plans; (iii) complete specifications covering the type, size and quality of interior and exterior (including foundation), structural materials and color of exterior walls, trim, porches, patios, decks and roofs; and (iv) a proposed topographical plot plan showing the location and elevation of the Dwelling relative to the Lot lines.

(d) "Association" means the Unit Owners Association, which shall be known as the Piatt Estates Homeowners Association, a Pennsylvania nonprofit corporation.

(e) "Board of Directors" means the Board of Directors of the Association.

(f) "Budget" means the annual budget approved by the Association for the expenses of the Planned Community.

(g) "Builder" means the individual and/or entity designated or approved in writing by the Declarant and whose primary professional business is constructing the residential Dwellings and structures in the Plan.

(h) "Building(s)" means any building(s) constructed or erected on the Real Estate.

(i) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.

(j) "Common Elements" shall mean all real and personal property located within the Plan to be owned by or leased to the Association for the common use and enjoyment of all members of the Association including, without limitation, sidewalks, open space, detention facilities, wetland areas and facilities, together with all storm water drainage facilities serving the Property, signage and private roads (unless and until such time as the storm water drainage facilities and any private roads have been offered for dedication to and accepted by Chartiers Township). A copy of the Piatt Estates Plan of Lots, approved by Chartiers Township on _____ and recorded in Washington County on _____, depicting some of the proposed Common Elements is attached hereto as **Exhibit "B"**.

(k) "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves including, but not limited to, the expense of owning and maintaining any Common Elements, and all common community services required or desired for the general use and benefit of all Unit Owners.

(l) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Plan. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

(m) "Declarant" means and refers to Piatt Estates Chartiers, L.P., a Pennsylvania limited partnership, and all successors to any of Declarant's rights.

(n) "Declaration" means this document, as the same may be amended from time to time.

(o) "Dwelling" means a Unit. The term Dwelling includes Single Family Homes, Estate Homes and Patio Homes.

(p) "Estate Home Lots" means Lots numbered 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 111 in the Plan.

(q) "Estate Homes" means single family Dwellings that are located on any of the Estate Home Lots.

(r) "Landscape Plans" means (a) a drawing showing the location of all Landscaping and the configuration of planting beds relative to the location of the Building and the boundaries of the Lot, and (b) specifications detailing and identifying the genus, species and size of all plants shown on the drawing, and the design of all landscape structures and the type, quality and color of all materials to be used in the construction thereof.

(s) "Landscaping" means trees, shrubs, hedges, fences, retaining walls, rock gardens or other vegetation or landscaping structures or devices.

(t) "Limited Common Elements" means any and all real and personal property, easements, improvements, utility lines, facilities and other interests which are reserved for the use of one or more but fewer than all Unit Owners.

(u) "Limited Common Expenses" means the expenditures made by, or financial liabilities of, the Association with respect to any Limited Common Elements, together with any allocations to reserves including, but not limited to, the expense of owning and/or maintaining the Limited Common Elements and any applicable taxes attributable thereto.

(v) "Lot" shall mean a portion of the Plan, whether developed or undeveloped, intended as the site for a detached residence for a Single Family Home Lot, a Patio Home Lot or a Manor Home Lot, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Plan.

(w) "Member" means all those Unit Owners who are members of the Association as provided in Section 14.1.

(x) "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Plan, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee

owner) will be considered the Owner. The term Owner shall be included in the definition of Unit Owner.

(y) "Patio Home Lots" means Lots numbered 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, and 132 in the Plan.

(z) "Patio Homes" means single family Dwellings that are located on any of the Patio Home Lots.

(aa) "Period of Declarant Control" means the period commencing on the date of the first conveyance of a Unit to a Person other than the Declarant and ending no later than the date on which the events set forth in Section 18.1 occur.

(bb) "Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(cc) "Planned Community Documents" include the Declaration, Plats and Plans, Bylaws, and Rules and Regulations, if any.

(dd) "Plan(s)" means the Piatt Estates Plan(s) approved by Chartiers Township, Washington County on _____ as shown at **Exhibit "B"**, as the same may be amended from time to time.

(ee) "Preliminary Plan" means a preliminary architectural drawing of the exterior design of a Dwelling showing front, sides and rear elevations and overall exterior dimensions, including roof pitch.

(ff) "Real Estate" means the real estate described in **Exhibit "A"** attached hereto.

(gg) "Single Family Home Lots" means Lots numbered 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, and 156 in the Plan.

(hh) "Single Family Homes" means single family Dwellings that are located on any of the Single Family Home Lots.

(ii) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects Additional Property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(jj) "Township" means Chartiers Township, Washington County, Pennsylvania.

(kk) "Unit" means each Dwelling unit constructed or planned to be constructed on a Lot. Until a Dwelling unit is constructed on a Lot, the unimproved Lot shall be included in the definition of Unit.

(ll) "Unit Owner" means the Person or Persons or other legal entity or entities, including the Declarant and any Unit Owner, holding fee simple title to a Unit. The term Unit Owner shall be included in the definition of Unit Owner.

ARTICLE III

ARCHITECTURAL CONTROL CONTRACTORS

No Building shall be erected, located or altered upon any Lot within the Plan unless and until the architectural features of the building as revealed by the Architectural Prints have been approved by Declarant.

3.1 Preliminary Plans. A Preliminary Plan shall be submitted to Declarant within eighteen (18) months after a Lot is acquired by the original Owner. Declarant shall have thirty (30) days following submission to either approve or reject it. If Declarant does not approve or reject the Preliminary Plan within the thirty (30) days period, it shall be deemed approved. If Declarant rejects all or any portion of the Preliminary Plan, the Owner shall resubmit it or portions of it, and Declarant shall have thirty (30) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

3.2 Architectural Prints. The Architectural Prints shall be submitted to Declarant within twenty-four (24) months after the Lot is acquired by the original Owner. Declarant shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of the Architectural Prints, the Owner shall resubmit all or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

3.3 Construction. Construction of a Dwelling unit must commence within thirty (30) months after a Lot is acquired by the original Owner. Any unrelated Owner other than the original Owner shall complete the design and commence construction of the Dwelling within nine (9) months after acquisition of such Lot or the end of the original thirty (30) month period. If later, Construction must be completed within nine (9) months after a building permit is issued. If construction is not commenced within such thirty (30) or nine (9) month period, as applicable, Declarant may, at its sole option, repurchase such Lot from the Owner for the original purchase price paid by such Owner. Once a building permit has been issued, construction shall be commenced within thirty (30) days of the issuance, and completed thereafter within nine (9) months, weather permitting.

3.4 Discretion. The extent of discretion reserved to Declarant in approving and rejecting Architectural Prints is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by Declarant to be appropriate from time to time, including consideration that are aesthetic and subjective, to assure a proper mix, coordination and blending of house design, exterior material an color treatments, and placements of houses on

Lots within the Plan, and to maintain height and view control. Design approval shall take into account not only front elevations, but rear and side elevations as well, with particular attention to aesthetic and subjective considerations relative to Dwellings with walk-out lower levels.

3.5 Contractors. Only construction contractors who have been approved by Declarant may construct Dwelling units in the Plan. If an Owner wishes to use a construction contractor not previously approved by Declarant, such Owner shall submit a portfolio of such contractor's prior projects, or such other evidence of such contractor's capability as Declarant may reasonably request to enable Declarant to determine such contractor's qualifications. Prior to commencing construction, contractor and Owner shall sign an acknowledgment that they have read and understand the contents of this Declaration.

3.6 Construction Debris. No debris incidental to construction work on any Lot shall be placed on any other Lot. All such debris shall be maintained in an orderly, neat, and safe condition while construction proceeds. After construction is completed, all debris shall be promptly removed from the Lot.

3.7 Equipment. Inactive construction equipment shall not be stored in the open where such equipment could be seen by any occupant of a Dwelling in any phase of the Plan once fifty percent (50%) of the Lots within any such phase have Dwellings constructed thereon. For purposes of this provision, equipment that is used on a daily basis shall not be considered to be inactive.

ARTICLE IV

VARIANCES, DETERMINATIONS AND APPROVALS

4.1 Variances. Declarant shall have the right to grant a variance from any of these restrictions to the Owner of any Lot if, in the sole discretion of Declarant, such variance would not substantially impair the intent of these restrictions or the prosperity of the Plan, or rights of other Owners.

Once transfer of administration of any restriction has been made by Declarant to the Association, all determinations and approvals required of Declarant under such restriction, and all variances therefrom obtainable from Declarant shall be obtained from the Architectural Control Committee.

4.2 Determinations. All determinations, approvals and variances, whether from Declarant or the Architectural Control Committee, shall be in writing and shall be procured prior to any act being undertaken which requires such determinations, approvals or variances, or which would violate these restrictions unless a variance was obtained.

4.3 No Precedent. The granting of any variance or approval, or the making of any determination shall not be construed as a precedent binding Declarant or the Architectural Control committee to any other similar or identical variance approval or determination, and no action or inaction of Declarant or the Architectural Control Committee shall be deemed a waiver of any of their rights hereunder.

ARTICLE V

LANDSCAPE CONTROL

5.1 **Plans.** No Landscaping shall be planted, constructed or altered or planting beds or landscape structures created or altered on any Lot within the Plan until Landscape Plans have been submitted to and approved by Declarant, with the exception of annual and perennial flowers which may be planted at the discretion of the Owner.

5.2 **Approval.** The Landscape Plans shall be submitted to Declarant, who shall have thirty (30) days following submission to either approve or reject them. If Declarant does not approve or reject within the thirty (30) day period, they shall be deemed approved. If Declarant rejects all or any portion of the Landscape Plans, the Owner shall resubmit them or portions of them, and Declarant shall have thirty (30) days after resubmission within which to accept or reject. Failure of Declarant to accept or reject shall be deemed acceptance.

5.3 **Tree Removal.** No tree with a trunk more than four (4) inches in diameter shall be removed from a Lot without the prior approval of Declarant unless such tree shall be damaged, diseased or within the building lines of a proposed Dwelling Unit.

5.4 **Discretion.** The extent of discretion reserved to Declarant in approving and rejecting Landscape Plans is broad and will cover not only matters treated elsewhere in these restrictions, but other matters deemed by Declarant to be appropriate from time to time, including considerations that are aesthetic and subjective, to assure the completeness of the Landscaping on the Lot, height and view control, uniformity of design between the building on the Lot and the Landscaping, and a proper mix, coordination and blending of Landscaping within the Plan.

5.5 **Time.** As a part of construction of a Dwelling on any Lot, the Lot shall be landscaped to standards determined by Declarant to be minimally acceptable and, if not completed by completion of the construction of the Dwelling, shall be completed within one (1) month thereafter. For purposes of the preceding sentence, the months of December, January, February and March shall be excluded from calculation of the two-month period, although a landscape plan shall be submitted and approved prior to occupancy.

5.6 **Initial Landscaping.** In order to assure a minimum standard of investment into the initial landscaping of a Lot as part of the construction of a Dwelling, an Owner must provide, in addition to the initial seeding or sodding (as described in Sections 8.16, 8.17 and 8.18 below) and the cost of appropriate street trees, Owners of the following Lot types shall apply the corresponding funds (as a minimum requirement) toward a combination of additional trees, bushes, evergreens and ground cover in the bedding areas in the front and sides of the Dwelling:

<u>Lot Type</u>	<u>Minimum Amount/Lot</u>
Patio Home Lots	\$3,000
Single Family Home Lots	\$3,000
Estate Home Lots	\$6,000

ARTICLE VI
CESSATION OF CONSTRUCTION
AND REMOVAL OF UNAPPROVED CONSTRUCTION

6.1 Preconstruction Conference. Prior to the commencement of construction of any Dwelling on any Lot, the Owner and the contractor retained by the Owner to construct the Dwelling shall meet with Declarant to review Declarant's requirements for construction based on the various provisions of the Declaration relating to construction. The purpose of this meeting is to avoid any construction which violates the provisions of this Declaration or approvals given by or required to be obtained from Declarant under these restrictions.

6.2 Cessation. If at any time any construction on a Lot violates any provision of this Declaration or any approval given by or required to be obtained from Declarant under these restrictions. Declarant may require that all or any part of the construction cease for as long as necessary to remove or otherwise remedy the violation and, upon failure of the Owner and/or contractor to cease construction and to begin and continuously proceed to remedy the violation, the Owner shall be responsible to Declarant in liquidated damages in an amount equal to \$250.00 for each day the violation continues, which amount, if not paid, shall be a lien on the Lot and subject to foreclosure in the manner provided for foreclosure of mortgages in Pennsylvania. The provisions of the preceding sentence shall apply to any aspect of construction activity on the Lot including, but not limited to, the Dwelling, driveways, parking areas or Landscaping.

ARTICLE VII
OCCUPANCY

Before a Dwelling constructed on any Lot in the Plan is occupied, the Owner thereof shall file with Declarant an accurate "as built" survey and shall advise Declarant that the Dwelling is ready for final inspection so that Declarant may ascertain whether the Dwelling has been built according to the Architectural Prints as approved by Declarant and to ensure that they do not violate these restrictions in any way. Should Declarant not inspect the Dwelling within fourteen (14) days after the Owner has advised it in writing that the Dwelling is ready for final inspection, the inspection shall be deemed to have been waived. No Dwelling may be occupied until any significant variation between the Architectural prints as approved and the Dwelling and appurtenances as built have been corrected or an agreement reached between Declarant and the Owner as to compliance. If the minimally acceptable Landscaping has been completed by the time the Dwelling is ready for occupancy as determined by Declarant. Declarant shall inspect the Landscaping for compliance with the Landscape Plans and these restrictions under the same procedure established for inspection of the Dwelling and other appurtenances. No Dwelling may be occupied if the Landscaping does not conform to the Landscape Plan and the provisions of these restrictions, unless corrections have been made prior to occupancy, or an agreement reached between Declarant and the Owner as to compliance. If the minimally acceptable Landscaping is completed after the time of occupancy, as provided in Article V, the Lot Owner shall complete the same as required in Article V and obtain inspection from Declarant in the manner established for inspection of the Dwelling and appurtenances. If at any time Declarant determines that plantings have been made or landscaping structures constructed which violate these restrictions or the approved Landscape Plan, Declarant shall be entitled to remove the same and the cost thereof shall be immediately due and payable by the Owner to Declarant. In

addition, a lien may be imposed on the Lot until payment is made and the lien may be foreclosed in the manner of the foreclosure of a mortgage under Pennsylvania statutes.

The approval procedures established in this Article shall apply to an addition to an existing Dwelling and Landscaping beyond the approved Landscape Plan. Regardless of whether any inspections are made, this Article shall not be construed to create any liability whatever on the part of Declarant to any Lot Owner.

ARTICLE VIII

ARCHITECTURAL PROVISIONS

8.1 **Type of Use.** Only detached single family residential buildings shall be built in the Plan and once built, shall only be used for such purpose, except that Declarant reserves the right to maintain a sales office within the Plan and a “model” home or homes within the Plan. Declarant may, in its sole discretion, permit builders of Unit(s) within the plan to maintain a sales office within the Plan and a “model” home or homes within the Plan.

8.2 **Frontage.** The minimum frontage for purposes of this Article shall be the footage of the Lot on the public street as platted in the Plan for each phase.

8.3 **Minimum Lot Area.** The minimum square footage shall be that footage on the Plan for each phase.

8.4 **Dwelling Size.** Dwelling Units constructed on Lots within the Plan shall have a minimum square footage of finished floor space above street grade, excluding breezeways, porches and garages as determined by Declarant as follows:

Type of Dwelling	Minimum Square Footage
Estate Homes	2,500 ft ² (one story); or 2,800 ft ² (one and a half or two story)
Single Family Homes	1,650 ft ² (one story); or 1,800 ft ² (one and a half or two story)
Patio Homes	1,400 ft ² (one story); or 1,600 ft ² (one and a half or two story)

It is anticipated that Declarant may grant a credit in an amount determined by Declarant toward the minimum square footage requirements for any Dwelling built with open space above first floor living areas. It is also anticipated that Declarant may grant a credit for any Dwelling of exceptional design and construction as determined by Declarant.

8.5 **Building Setback.** The minimum setbacks of Dwellings (including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys) from the front, side and rear Lot lines shall be determined by Declarant and contained on the Plan for each phase of the Plan. In the absence of such determination, the setbacks for front, side and rear Lot lines as prescribed by ordinances of Chartiers Township shall apply.

8.6 Garages. Each Dwelling constructed within the Plan shall have an attached or integral garage, containing space for a minimum of two (2) vehicles, with walls finished with material approved by Declarant. Declarant reserves the right to regulate the style, quality, width and number of garage doors for each garage built within the Plan. No detached garage, of any type, may be erected within the Plan. Without prior approval from Declarant, no garage door shall face the street, except for the corner Lots or where not practicable, Patio Homes.

8.7 Parking Areas and Driveways. Outside parking areas other than driveways shall not be permitted. The location of all driveways within the Plan shall be approved by Declarant and shall be located no closer than three (3) feet from any Lot line. All driveways shall be constructed of either concrete (minimum four (4) inches), asphalt (minimum three and one-half (3.5) inches) or other material as approved by Declarant. Vehicles shall not be regularly parked outdoors in a position visible to other Dwellings.

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

8.9 Decks, Hedges, Walls and Fences. No decks, hedges, walls or fences shall be permitted on any Lot within the Plan unless approved as to height, location, material and design by Declarant.

8.10 Swimming Pools and Tennis Courts. No swimming pool or hot tub shall be constructed on any Lot within the Plan without plans therefor having been approved by Declarant. The plans shall include size, design, location, fencing (or other enclosure) and lighting. Approval or rejection of plans shall be governed by the procedure for approval or rejection of Architectural Prints under Article III. In no event shall a swimming pool be above ground, or located within fifteen (15) feet of any adjoining Lot, nor shall any such facility be used in a manner to constitute a nuisance to Owners of Lots within the Plan. On account of view considerations, tennis courts shall be prohibited without the consent of Declarant, and any consent shall be subject to approval by Declarant of size, design, location, fencing and lighting.

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

8.12 Outdoor Lighting, Mailboxes. The placement and intensity of outdoor lighting, whether for security or ornamentation, other than decorative fixtures erected on Dwellings and having a maximum wattage of 150 watts, shall be approved by Declarant. All Dwellings shall have one post lamp at the street for the purpose of street lighting, operated by electric eye, in such style as Declarant shall designate. Each Dwelling shall have a minimum of two (2) façade lights, one of which shall be operated by electric eye or timer. The style of all post lights and mailboxes shall be determined by Declarant.

8.13 Sidewalks. Contemporaneously with the construction of a Dwelling, the Lot Owner shall construct a four (4) foot wide sidewalk parallel to the curb of the street(s) that abut the Lot in accordance with applicable Township requirements. Lot Owners shall, at their sole cost and expense, maintain sidewalks that are on or about their Lot boundaries in a first class condition such that the sidewalks are (i) level, free of dangerous or unsightly cracks and holes, (ii) free of snow and ice, and (iii) in a condition that is compliant with Township rules, regulations and ordinances.

8.14 Subdivision of Lots. No Lot shall be subdivided without the prior written approval of Declarant.

8.15 Public Sewer/Water. All Dwellings shall be served by public sewers and water system. The sewers shall be properly tapped into the Canonsburg Houston Joint Authority (the "Authority") lines. Each Dwelling shall be served by the Authority in connection with water. In the event that the authority shall cease operations, the definition of Authority shall be expanded to include the Authority's successors and assigns and, if there are none, then any public or quasi-public entity that provides sewer and/or water services.

8.16 Single Family Homes. In addition to the above conditions identified in Sections 8.1 through 8.15, Single Family Homes shall be subject to the following conditions:

(a) All exterior building materials shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block.

(b) The front of each Single Family Home shall be constructed with brick or stone (in such coverage area as approved by Declarant) or an approved "craftsman style." Other materials shall be approved by Declarant.

(c) The side of each Single Family Home shall be constructed of brick or stone extending at least three (3) feet above grade and finished with a transition to siding using a technique similar to a water table transition. The street sides of each Single Family Home on Lots 156, 133, 149 and 139 shall be constructed as if such sides were the front of each Building (as proscribed in Section 8.16(b) above) in addition to the actual front of each Single Family Home.

(d) All Single Family Homes shall have overhangs from the roof of no less than twelve (12) inches from the face of the Dwelling.

(e) Garage doors shall be upgraded from "builder grade" with windows. Declarant reserves the right to approve garage doors.

(f) All lawns must either be seeded or sodded for the entire front, side and rear areas of the Lot. Such seeding or sodding must be accomplished within thirty (30) days of the completion of construction of the Dwelling, unless such period is outside of the generally accepted growing season, in which case, seeding or sodding must be performed in no event later than thirty (30) days after the start of the immediately following growing season.

8.17 Estate Homes. In addition to the above conditions identified in Sections 8.1 through 8.15, Estate Homes shall be subject to the following conditions:

(a) All exterior building materials shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block.

(b) The each Estate Home's exterior shall be constructed with a minimum of 85% brick and stone accents on the front of the Building. Declarant may, on a case by case basis, approve "craftsman style" plans that might include stone fronts and hardy plank. No vinyl siding materials shall be used.

(c) The side of each Estate Home shall be constructed of brick or stone extending at least three (3) feet above grade and finished with a transition to siding using a technique similar to a water table transition.

(d) All Estate Homes shall have overhangs from the roof of no less than twelve (12) inches from the face of the Dwelling.

(e) Garage doors shall be upgraded from "builder grade" with windows. Declarant reserves the right to approve garage doors.

(f) All lawns must either be seeded or sodded for the entire front, side and rear areas of the Lot. Such seeding or sodding must be accomplished within thirty (30) days of the completion of construction of the Dwelling, unless such period is outside of the generally accepted growing season, in which case, seeding or sodding must be performed in no event later than thirty (30) days after the start of the immediately following growing season.

8.18 Patio Homes. In addition to the above conditions identified in Sections 8.1 through 8.13, Patio Homes shall be subject to the following conditions:

(a) All exterior building materials shall extend to grade level, and no Building shall have an unfinished exposed foundation of concrete or concrete block.

(b) The front of each Patio Home shall be constructed with a minimum of brick, stone, or an approved "craftsman style." Accents on the front of each Building may utilize approved alternate materials.

(c) The side of each Patio Home shall be constructed of brick or stone extending at least three (3) feet above grade and finished with a transition to siding using a technique similar to a water table transition. The street exposed sides of each of the Estate Homes on Lots 115 and 132 shall be constructed in accordance with Section 8.18(b) above.

(d) All Patio Homes shall have overhangs from the roof of no less than eight (8) inches from the face of the Dwelling.

(e) Garage doors shall be upgraded from "contractor grade" with windows. As with all other aspects of a Building's design, garage doors shall be subject to Declarant's review and approval.

(f) All lawns must either be seeded or sodded for the entire front, side and rear areas of the Lot. Such seeding or sodding must be accomplished within thirty (30) days of the completion of construction of the Dwelling, unless such period is outside of the generally accepted growing season, in which case, seeding or sodding must be performed in no event later than thirty (30) days after the start of the immediately following growing season.

ARTICLE IX

HERBICIDE AND FERTILIZER CONTROL

The water quality of water run-off within the Plan is of prime importance to the Owners of lands within the Plan. Therefore, Declarant reserves the right to regulate the type and extent of fertilizers and herbicides used by Owners within the Plan, as well as the time for application of the same. This right is sufficiently broad to require that all or some of the Lots be fertilized by an independent contractor retained by Declarant, with the costs of the same to be charged pro rata to affected Lots on a benefit basis, or to suspend the uses of fertilizers or herbicides at certain intervals or for extended periods of time.

ARTICLE X

APPEARANCE OF LOTS AND BUILDINGS

The Owners of all occupied Lots in the Plan shall keep their premises landscaped and maintain their Dwellings in good repair, consistent with the Community Wide Standards in the Plan. Prior to and during the construction of a Dwelling on any Lot, the Owner or the Declarant as applicable shall keep and maintain the Lot in a sightly condition consistent with the Community Wide Standards of the development in the Plan, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every Owner to prevent accumulations of rubbish and debris on the Lot at all times, including periods of construction. Debris shall be placed in a container during construction and removed periodically. No construction trailers are allowed on individual Lots for construction of any Buildings without Declarant's consent.

ARTICLE XI

GRADING, EXCAVATING AND EROSION CONTROL

The rough grading of each Lot within the Plan will have been established by Declarant by the time of the initial sale of the Lot. Finished grading shall not be altered substantially therefrom without the approval of Declarant. Once the final grade has been established, no modifications therefrom shall be made without the approval of Declarant. Any earth removed in grading or excavating shall be deposited at a location designated by Declarant.

To ensure that undue erosion of soil into streams, ponds, streets or sewers does not occur, Declarant reserves the right to regulate and limit construction activity on any Lot within the Plan and to require seeding or other soil retention measures. Declarant will provide to each Owner the then current sedimentation and erosion control measures to be used during the construction of each Dwelling.

ARTICLE XII

MAINTENANCE RESPONSIBILITIES

Section 12.1 Association's Responsibility. Except as expressly set forth herein to the contrary, the Association shall have the obligation to maintain, repair or replace as and when in the sole judgment of the Executive Board is required, any and all structures, facilities, wetlands, lawns, trees, shrubs, landscaping, and land comprising the Common Elements. The costs of such maintenance, repair or replacement will be assessed as a Common Expense. Any maintenance, replacement, or repair of the Common Elements arising out of or caused by the willful or negligent act or omission of a Unit Owner, or such Unit Owner's family, guests, invitees, or tenants shall be done at such Unit Owner's expense or a Special Assessment for the same will be made against such Unit.

Section 12.2 Unit Owner's Responsibility. Each Unit Owner shall maintain his or her Unit and all structures, landscaping, parking areas, sidewalks, and other improvements within the boundaries of the Unit. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and maintenance, as necessary. If any Unit Owner fails properly to perform his or her maintenance responsibility, upon notice given, (except in the event of emergency) the Association shall have the right, but not the obligation, to enter the Unit and any building or upon any structure on the Unit and perform such maintenance at the expense of the Unit Owner(s), and any such entry shall not be deemed a trespass. Any expense incurred by the Association in connection therewith shall be enforceable by the Association as an assessment and shall be a lien on the Unit in accordance with Article XI. Notwithstanding the foregoing, the Association shall have no responsibility for the maintenance or repair of any Unit.

Section 12.3 Limitation of Liability. Notwithstanding anything to the contrary contained herein, the Association and/or a Unit Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE XIII

EASEMENTS

Section 13.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§ 5216, 5217, and 5218 of the Act, the following easements are hereby created by this Declaration:

Section 13.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain (or allow others to maintain) models, management offices, and sales offices on the Property in Units or in the Common Elements and to relocate such models, management offices, and sales offices from time to time within the Property. The models, management offices, and sales offices shall be subject to the following requirements:

(a) The number and use of any Unit owned by Declarant is subject to the Declarant's discretion. Models may also be used as sales, management, and construction offices;

(b) Declarant shall have the right to place (or allow others to place) models, management offices, sales offices, and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;

(c) Declarant may from time to time relocate (or allow others to relocate) models, management offices, sales offices, and advertising signs to different locations within Units or the Common Elements. Upon the relocation of a model, management office, or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant or others shall all be at Declarant's expense;

(d) The rights provided in this Section 13.2 shall terminate at such time as Declarant ceases to be a Unit Owner.

Section 13.3 Utility Easements. The Units and Common Elements shall be, and are hereby, 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 the Property or the Additional Real Estate. The easements created in this Section 13.3 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, stormwater and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 13.3, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 13.4 Maintenance Easements. The Planned Community shall be subject to the following easements:

(a) An easements over the Common Elements in favor of the Association, acting through its agents, employees and independent contractors for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements;

(b) An easement over the Common Elements in favor of each Unit Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, hearing, ventilating and air conditioning systems, electrical, telephone and other writing and cables and all other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit or the Common Elements;

(c) If and only to the extent required in the event of emergency, an easement over and through the Units in favor of the association acting through its agents, employees, and independent contractors, for correction of emergency conditions in one or more Units or the Common Elements. The Association and its agents, employees, and independent contractors

shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 13.4(c).

Section 13.5 Declarant's Easement for Development of Additional Real Estate.

(a) Declarant reserves an easement on, over, and under the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. 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. Such models or offices maintained by Declarant pursuant to this Section 13.5 may be located on any portion of the Common Elements and may be relocated and removed by Declarant at Declarant's sole discretion.

(b) The easement created by this Section 13.5 shall terminate upon the annexation of all of the Additional Real Estate to the Planned Community. Declarant, upon the annexation of all of the Additional Real Estate to the Planned Community, shall have the easements and rights for construction and marketing activities with respect to the Planned Community as are otherwise provided in the Act and this Declaration.

Section 13.6 Easement for Access to Real Estate. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Real Estate, including the right to modify the location of improvements to the Common Facilities 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 re-grading of landscaped areas of the Common Facilities.

Section 13.7 Easement for Use of Common Elements.

(a) Grant of Easement to Unit Owner. Each Unit Owner and each person lawfully residing on the Real Estate is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.

ARTICLE XIV **PIATT ESTATES HOMEOWNERS' ASSOCIATION**

Section 14.1 Membership. For the purpose of ownership and maintenance of Common Elements and all common community services of every kind and nature required or desired within the Property for the general use and benefit of all Unit Owners, each and every Unit

Owner, in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Association. With respect to the affairs of the Association, upon the transfer of Declarant's control of the Association in accordance with Article 9, all Unit Owners and the Declarant shall have one vote for each Unit owned by such Unit Owners or the Declarant.

Section 14.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Article 9, the Association shall succeed to the rights and position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

Section 14.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend bylaws and rule and regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Unit Owners and for Limited Common Expenses from Unit Owners to whom Limited Common Elements are allocated.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Association or the Real Estate.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of § 5318 of the Act; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the affected Unit Owner.

(j) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the Bylaws and Rules and Regulations of the Association.

(k) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.

(l) To provide for the indemnification of its officers and Board of Directors and to maintain directors' and officers' liability insurance.

(m) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.

(n) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.

(o) To exercise any other powers necessary and proper for the governance and operation of the Association.

Section 14.4 Board of Directors. Not later than the termination of any period of Declarant control in accordance with Article 9, the Unit Owners shall elect a Board of Directors of at least five (5) members, at least one of whom shall be Unit Owners from each of the Estate, Single Family and Patio Homes Units. The Board of Directors shall elect the officers of the Association. The members of the Board of Directors and the officers shall take office upon election. The Board of Directors shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Board of Directors, but it may fill vacancies in its membership for the unexpired portion of any term. The Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 14.5 Bylaws. The Bylaws of the Association shall provide for all of the following:

(a) The number of members of the Board of Directors and the titles of the officers of the Association;

(b) Election by the Board of Directors of a president, treasurer, secretary and any other officers of the Association the Bylaws specify;

(c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Board of Directors and officers and filling vacancies;

(d) Which, if any, of its powers the Board of Directors or officers may delegate to other persons or to a managing agent;

(e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association; and

(f) The method of amending the Bylaws.

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

Section 14.6 Powers of the Board of Directors to Enforce. The Board of Directors shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in this Declaration.

ARTICLE XV

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 15.1 Budgets; Capital Expenditures. The Board of Directors shall adopt a budget for revenues, expenditures and reserves at least annually. It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of each fiscal year to prepare and deliver to all Unit Owners copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after such approval. The Unit Owners, by affirmative vote of Two-Thirds (2/3) of all Unit Owners (including Units owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Board of Directors within thirty (30) days after approval. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board of Directors fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 15.2 Quarterly Assessments. All Common Expense assessments (including Limited Common Expense assessments) made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of each calendar quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien on each Unit for any Common Expense assessments levied against that Unit or fines imposed against that Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Section 14.3(j) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Unit Owner are enforceable as assessments under this Section 15.2. Notwithstanding the foregoing, assessments shall be paid in advance for a one year period, due and payable in advance at the settlement of any conveyance of any Unit by the Declarant to any ultimate user (i.e., not a Builder); provided, however, that no assessments shall be chargeable to

any Builder during the initial two (2) year period following the date on which the Builder takes title to the Unit.

Section 15.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) without the prior approval of Two-Thirds (2/3) of the Unit Owners entitled to cast votes.

Section 15.4 Reserve. Each annual budget for 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. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

Section 15.5 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with § 5407 of the Act (relating to resales of Units). All financial and other records shall be made reasonably available for examination by any Unit Owner and authorized agents. Within 180 days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

Section 15.6 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's quarterly assessments, or any nonrecurring 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 quarterly assessments according to each Unit Owner's membership in the Association. Such further quarterly 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 Unit Homeowners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 15.7 Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future

Common Expenses shall be credited to each Unit Owner in proportion to the share of Common Expenses payable by each such Unit Owner. These credits shall be applied to the next quarterly assessments of Common Expenses due from each Unit Owner under the current fiscal year's budget, and thereafter, until exhausted.

Section 15.8 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies set forth in this Declaration, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

Section 15.9 Allocation. All common Expense assessments, special assessments and further assessments shall be prorated among the Unit Owners by dividing the amount of such assessments by the number of Units in the Plan, without regard to the size of any individual Unit.

Section 15.10 Interest and Charges. All sums assessed by the Association against any Unit Owner that remain unpaid shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Any delinquent Unit Owner shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 15.2 above.

Section 15.11 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

Section 15.12 Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article XV, and to otherwise provide for the efficient fiscal operation and management of the Association and Common Elements.

Section 15.13 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon the Property or any part thereof. The sale or transfer of the Property or any part thereof pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Property from the obligation or liability for any assessments thereafter becoming due or from the lien on any such subsequent assessments.

Section 15.14 Additional Assessments.

(a) Capital Improvement Fees.

i. Authority. The Board shall have the authority, on behalf of the Association, to establish and collect a capital improvement fee not to exceed the amount of One Thousand and 00/100 Dollars (\$1,000.00) from a Purchaser upon each transfer of title to a Unit in Piatt Estates, which fee shall be payable at the closing of the transfer and shall be secured by the Association's lien for assessments under Section 15.2.

ii. Fee Limit. The Board shall have the sole discretion to determine the amount and method of determining any such capital improvement fee, provided that the fee shall not exceed one-half (1/2) of the annual Base Assessment for such Unit.

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

(b) Capital Improvement Fee Upon Resale. In the event the Association has established a "capital improvement" fund, then in accordance with and subject to § 5302(12) of the Act, upon the resale and transfer of a Unit by any owner other than Declarant, a contribution shall be made by the purchaser to the capital improvement fund of the Association in an amount equal to one-fourth (1/4th) of the annual Assessments for that Unit for that year as determined by the Board of Directors. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. Funds so collected and deposited in the Association's capital improvement fund, and shall be maintained by the Association in a separate capital account and may be expended only for new Common Elements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. The contribution to the capital improvement fund shall be collected at the closing on any resale of a Unit and shall constitute a lien against the Unit until collected and paid over to the Association.

Section 15.15 Exempt Property. The following property shall be exempt from payment of assessments:

(a) Any Property dedicated to and accepted by any governmental authority or public utility; and

(b) Any Property, including Additional Property, title to which has not been conveyed by Declarant to a non-Declarant purchaser of such Unit.

(c) Any Property, including Additional Property, title to which has been conveyed by Declarant to a Builder for purposes of constructing a Unit for resale to a non-Declarant purchaser, provided, however, that such exemption shall be limited to the earlier of (1) a period of nine (9) months following conveyance of title from Declarant to such Builder; or (2) sixty (60) days following the issuance of a certificate of occupancy for the Unit.

Notwithstanding any language herein to the contrary, such Builder exemption shall not apply to assessments charged pursuant to Section 15.15(a), (c) or (d).

Section 15.16 Declarant Subsidy. During the period of Declarant's control of the Association, the Declarant may annually elect to pay the Association the difference between the amount of assessments collected on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least sixty (60) days prior to the start of such fiscal year and the Declarant shall pay on such basis during the year. A final election for each fiscal year shall be made within thirty (30) days after the close of such fiscal year and, in the event such election is changed, any excess payments made by the Declarant during the year may, at the discretion of the Declarant be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing within the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials or a combination of these.

ARTICLE XVI

INSURANCE

Section 16.1 Insurance to be Carried by the Association. The Association shall obtain no later than at the time of conveyance of the first Unit to a Unit Owner, and shall thereafter maintain, to the extent reasonably available, all of the following:

(a) Property insurance on the Common Elements, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the common elements. Certificates of insurance evidencing such coverage and the additional insured status mentioned above shall be provided to the additional insured upon request.

If such insurance is not maintained by the Association, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners.

Section 16.2 Other Insurance Carried by the Association. The Association may carry any other insurance the Board of Directors may deem appropriate to protect the Association.

Section 16.3 Policy Terms. Insurance policies carried under Section 16.1 shall provide all of the following:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household.

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(d) If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance.

(e) The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust, to whom a certificate or memorandum of insurance has been issued.

Section 16.4 Proceeds From Property Insurance. Any loss covered by the property policy under Section 16.1(a) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Section 16.5, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements.

Section 16.5 Disposition of Insurance Proceeds. Any portion of the Common Elements which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance or eighty percent (80%) of the Unit Owners vote not to rebuild. The cost of repair or replacement of those portions of the Common Elements in excess of insurance proceeds and reserves shall be a Common Expense.

Section 16.6 Unit Owner's Insurance. Each Unit Owner shall insure the Unit Owner's Unit and all permitted Buildings erected thereon. The Unit Owner shall cause the insurer to issue certificates or memoranda of insurance to the Association. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association. The Unit Owner shall promptly repair or replace any Buildings erected on the Unit Owner's Unit that is damaged or destroyed unless repair or replacement would be illegal under any state or local health or safety statute.

Section 16.7 Waiver of Subrogation. Each Unit Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Board of Directors and members thereof, the Declarant, and their respective

employees and agents, for damage to the Common Elements, or to any personal property located in the Common Elements, caused by fire or other casualty or any act or omission of any such party, to the extent that such damages is covered by fire or other form of hazard insurance. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors, to the extent such payment is not waived or released under the preceding sentence. 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 Unit Owners and the Association, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

Section 16.8 Costs of Insurance. Premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal that the Board of Directors deems advisable to obtain in connection with any insurance shall be Common Expenses.

ARTICLE XVII

LIMITED LIABILITY AND INDEMNIFICATION

Section 17.1 Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees, provided that they act in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence as a person of ordinary prudence would use under similar circumstances:

(a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Unit Owner or person on the Real Estate;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Board of Directors' duties for any mistake of judgment, negligence or otherwise;

(c) Shall have no personal liability in contract to a Unit 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 Association in the performance of the duties of the Board of Directors;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building or the Common Elements, or which might in any other way be assessed against or imputed to the members of the Board of Directors as a result of or by virtue of their performance of their duties.

In performing any duties, the Board of Directors, and its members in their capacity as members, officers and employees, shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more other officers or employees of the Association whom the officer or member of the Board of Directors reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants or other persons as to matters which the officer or member of the Board of Directors reasonably believes to be within the professional or expert competence of that person, or (3) a committee of the Board of directors upon which the officer or member of the Board of Directors does not serve, designated in accordance with law, as to matters within its designated authority, which committee the officer or member of the Board of Directors reasonably believes to merit confidence.

Section 17.2 Indemnification Against Third Party Actions. The 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 the Association) by reason of the fact that he is or was the Declarant (except to the extent otherwise provided by § 5311 of the Act) or a member of the Board of Directors, or an officer, employee or agent of the Association, or is or was serving at the request of the 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 not to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person acted in bad faith or a reckless or grossly negligent manner or that the person did not act in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 17.3 Indemnification Against Association Action. The Association shall indemnify the Declarant (except to the extent otherwise provided by §5311 of the Act) 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 Association, by reason of the fact that he is or was a member of the Board of Directors, an officer, employee or agent of the Association, or is or was serving at the request of the 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 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 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.

Section 17.4 Determination. To the extent that the Declarant, a member of the Board of Directors, or an officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 17.2 or 17.3 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 17.2 or 17.3 hereof shall be made by the Association only upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 17.2 or 17.3 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 Association's legal counsel) in a written opinion, or (iii) by the Unit Owners at any meeting duly called for such purpose.

Section 17.5 Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the 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 indemnified person to repay such amount or amounts unless it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article.

Section 17.6 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 Association's Articles of Incorporation, bylaws, agreements, vote of disinterested Unit 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 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 to which such persons may be entitled as a matter of law.

Section 17.7 Insurance. The Association shall purchase and maintain insurance on behalf of the Declarant and any person who was or is a member of the Board of Directors, an officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or

incurred by him in any such capacity or arising out of his status as such, whether or not the 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.

Section 17.8 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

ARTICLE XVIII

DECLARANT'S RIGHTS

Section 18.1 Control.

(a) Subject to Section 18.1(b), for a period of seven (7) years from the date of the first conveyance by the Declarant of any Unit to a Unit Owner, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Board of Directors of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Board of Directors.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Unit Owners. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by the Unit Owners.

Section 18.2 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 18.1(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed for a consideration of One Dollar (\$1.00), free and clear of all liens and taxes. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by the Plans or Chartiers Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder. Prior to transfer of Declarant's control of the Association, Declarant shall cause the Association to maintain the Common Elements in good condition and repair and to obtain and maintain insurance for the Common Elements in accordance with this Declaration.

Section 18.3 Approval of Improvements by Declarant. All improvements constructed on Units within Piatt Estates after the date such Property is made subject to this Declaration shall be designed and built in accordance with the plans and specifications as approved by Declarant or its designee in its sole discretion. All such improvements shall also meet all applicable Township or other governing ordinances, laws, regulations or rules of any governmental or any similar body.

ARTICLE XIX
OPTION TO EXPAND THE PLANNED COMMUNITY

Section 19.1 Reservation. Declarant hereby explicitly reserves an option to create Units, Common Elements or both and to add, convert or withdraw the Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any other Unit Owner. This option to expand, convert or withdraw may be terminated only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add, convert or withdraw any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on **Exhibit "A-1"** hereto. There are no other limitations on this option to add Additional Real Estate to the Planned Community. Notwithstanding the foregoing, however, Declarant has no obligation to add the Additional Real Estate as described on **Exhibit "A-1"**.

Section 19.2 Assurances. Declarant makes no assurances as to location of Units or other improvements on the Additional Real Estate. Declarant makes no assurances that any Units to be constructed on the Additional Real Estate shall be compatible in quality, size, materials, and architectural style with the other Units on the Property. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate. Declarant makes no assurances as to type, size, or maximum number of such Common Elements or proportion of Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as provided in Section 20.3 herein by allocating factors. All restrictions in this Declaration affecting use, occupancy, and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Unit and operate the same without restriction, except as set forth above.

ARTICLE XX
ALLOCATION OF PERCENTAGE INTERESTS;
COMMON EXPENSES AND VOTING RIGHTS

Section 20.1 Percentage Interests. Each Unit will have the respective Percentage Interest set forth on **Exhibit "C"**. The computation of Percentage Interests is based upon the number of Units in the entire Planned Community. Each Unit will bear a share of the Common Expenses equal to its Percentage Interest.

Section 20.2 Allocation of Unit Owner's Voting Rights. Each Unit Owner will have a vote in the Association equal to the Unit Owner's Percentage Interest. There will be no cumulative voting.

Section 20.3 Adjustment of Percentage Interests. As Units in the Planned Community are developed, and if the addition of any Additional Real Estate increases the number of Units, the Units' Percentage Interests will be adjusted based on the total number of Units.

ARTICLE XXI
RESTRICTIONS ON USE; LEASES OF UNITS

Section 21.1 Uses. The Units in the Planned Community (except any Unit owned by the Declarant or the Association and used by either of them as a manager's office, sales office, model or storage facility) are restricted to residential use and may not be used for any other purposes. However, residential use shall include uses that are customarily accessory to the residential use, provided that any such use conforms to the applicable zoning regulations of Chartiers Township, as they may be amended from time to time, including, without limitation, the use of the Unit as a home office.

Section 21.2 Restrictions. The following restrictions apply to the use of the Planned Community.

(a) No Unit Owner may obstruct the Common Facilities in any way. No Unit Owner may store or leave anything in or on the Common Facilities without the prior written consent of the Executive Board. The Common Facilities may be used only for the benefit or enjoyment of all Unit Owners and all occupants, agents, licensees and invitees of the Units.

(b) Without limiting the previous provisions of this Section 21.2, no Unit Owner may carry on any practice or permit any practice to be carried on that unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. Each Unit shall be maintained in a clean and sanitary condition. No Unit Owner may place any garbage, trash, or rubbish anywhere on the Property other than in the Unit Owner's Unit.

Section 21.3 Specific Restrictions. The specific restrictions which may apply to the use of the Planned Community are more fully set forth in the Rules and Regulations of the Association which are incorporated herein.

Section 21.4 Lease of Units.

(a) The Declarant may lease or sublease a Unit or Units owned by the Declarant at any time and from time to time without restriction. A Unit Owner, other than the Declarant, may lease or sublease the Unit Owner's Unit or Units at any time and from time to time provided that:

i. No Unit owned by a Unit Owner, other than Declarant, may be leased or subleased for an initial term of less than one year or without a written lease or sublease, or both;

ii. A copy of such lease or sublease (other than leases or subleases entered into by the Declarant) must be furnished to the Association within ten (10) days after execution thereof, together with a reasonable fee as may be established from time to time by the Executive Board or property manager for the registration of the lease or sublease; and

iii. The rights of any lessee or sublessee of any Unit (under a lease or sublease whose current term or current renewal or extension commences on or after the date of

recordation of this Declaration) will be subject to, and each such lessee or sublessee will be bound by, the covenants, conditions, and restrictions contained in this Declaration; provided however, such lessee or sublessee shall not, by reason of this provision have direct liability to pay any Monthly Assessments or Special Assessments on behalf of the Unit Owner of the Unit.

(b) The Association, for the benefit of the Association and every Unit Owner, has the rights of enforcement of any lease directly against the lessee(s) including, without limitation, the right to terminate any lease by reason of violation of the provisions of the lease, this Declaration, the Bylaws, or the Rules and Regulations and to then, at the option of the Association, evict the lessee from the Unit without liability to the Unit Owner/Lessor. All Unit Owners agree to be bound by the foregoing provision for the common good of all Unit Owners, although some financial loss may be suffered by the Unit Owner of the affected Unit by reason of these conditions.

ARTICLE XXII MISCELLANEOUS

Section 22.1 Amendments. Prior to the transfer of Declarant control pursuant to Section 18.1, Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Real Estate and is undertaken with all required approvals of Chartiers Township. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Unit Owners. To be effective, any amendment must be recorded in the public records of Washington County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Section 22.2 Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each Unit Owner, by accepting a deed to any Unit, 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.

Section 22.3 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions, the Declarant or any person claiming by, through, or under the Declarant, and the Unit 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 Unit any structure which is in violation of these restrictions, to enter upon the Unit where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Unit Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Unit Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Unit Owner, and the Declarant or Unit Owner enforcing same shall have a lien upon such Unit or Units to secure payment of all such accounts.

(b) Should the Unit Owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Unit 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 (10%) percent per annum or the maximum allowed by law, whichever is less, 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 Unit or Units or portions of Units, 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 deed in lieu of foreclosure.

(d) No delay or omission on the part of the Declarant or the Unit Owners in exercising any rights, 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 by the Declarant.

Section 22.4 Severability. Each and every one of the covenants, conditions, reservations, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such 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.

Section 22.5 Rule 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.

Section 22.6 Intentionally Omitted.

Section 22.7 Intentionally Omitted.

Section 22.8 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

Section 22.9 Duration.

(a) The easements, covenants, rights conditions, affirmative obligations and restrictions of this Declaration (including the rights to amend and terminate herein provided) shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Unit Owners, their respective legal representatives, heirs, successors and assigns, and any of them until January 1, 2027 and thereafter until twenty-one (21) years following the last to occur of (i) the death of the survivor of the incorporators of the Association and (ii) the death of each person who shall be an initial purchaser from Declarant of a Unit located within the Real Estate and is alive on the date of initial recording of this Declaration and (iii) the death of all persons who were on the date of recording this Declaration shareholders, officers or directors of the Declarant and (iv) the death of all the presently living descendants of any of the persons described in the foregoing clauses (i), (ii) or (iii).

(b) In addition to the above, unless within one (1) year prior to the expiration of said twenty-one (21) year period or prior to December 31, 2050, whichever occurs first, there shall be recorded an instrument directing the termination of this Declaration signed by not less than two-thirds (2/3) of all active members of the Association, this Declaration as amended and in effect immediately prior to such expiration date shall, subject to the provisions herein contained, be continued automatically, without any further notice, for an additional period of ten (10) years, and thereafter for successive periods of ten (10) years, unless within one (1) year prior to the expiration of any such period, this Declaration is terminated by a recorded instrument of such persons.

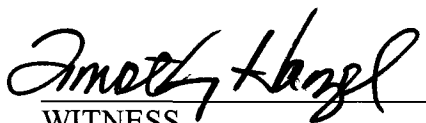
***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]***

***[SIGNATURE PAGE TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS]***

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed to these presents on the day and year first above written.

PIATT ESTATES CHARTIERS, L.P.,
a Pennsylvania limited partnership

By: Piatt Estates, Inc.
a Pennsylvania corporation,
its General Partner


WITNESS

By: 
Marcus Piatt, Vice-President

)

On this, the 16th day of AUGUST, 2013, before me, the undersigned Notary Public, personally appeared Marcus Piatt who acknowledged himself to be the Vice-President of Piatt Estates, Inc. a Pennsylvania corporation, General Partner of Piatt Estates Chartiers, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

My Commission Expires:

Mary J. Campbell
Notary Public

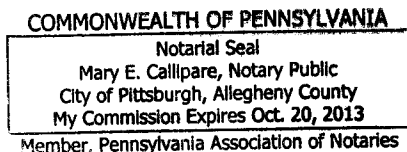


EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE

8-2-2013

Metes and Bounds Description

Lot A-2, B-9, C-1 – C-5 – Lot Consolidation Plan Sheet 1 of 5

All that certain land, situate in the Chartiers Township of Washington County and State of Pennsylvania, and known as being part of the Lot Consolidation Plan Sheet 1 of 5 of the Piatt Estates as shown by the recorded plat under the name of Jack B. Piatt, Et Ux instrument number 200634374, Lucas Piatt instrument number 200414266, and Piatt Estates Chartiers L.P. instrument numbers 201216210, 201210723, and 201216212. Records and bounded and described as follows:

Beginning at a point on the center line of Arthur Road and the southern corner of Piatt Estates Chartiers, L.P. labeled "Reference Point" with an Instrument number 201216212; thence N 33° 37'45" E 800.13' to an iron pin; thence S 72° 33'41" E 5.60'; thence N 31° 29'28" E 299.53'; thence N 30° 35'28" E 228.17'; thence N 30° 58'28" E 22.44' to an iron pin; thence N 30° 58'20" E 30.67'; thence by a curve to the right with a length of 100.13' and a radius of 475.00' and a chord bearing of S 43° 51'39" E 99.94'; thence S 38° 03'57" E 101.82'; thence S 38° 03'48" E 81.92'; thence by a curve to the left with a length of 453.09' and a radius of 225.00' and a chord bearing of N 84° 14'49" E 380.32'; thence N 26° 33'26" E 12.67'; thence S 63° 25'30" E 182.88'; thence N 72° 01'28" E 1071.73'; thence N 47° 19'00" W 41.69'; thence N 57° 22'00" W 122.90'; thence N 79° 11'39" W 409.87'; thence N 79° 26'10" W 36.58'; thence N 58° 27'00" W 63.85'; thence N 45° 40'00" W 173.75'; thence S 37° 49'15" W 165.21'; thence S 35° 16'24" W 35.96'; thence by a curve to the right with a radius of 85.00' and a length of 135.470' and a chord bearing of S 80° 55'52" W 121.58'; thence N 53° 36'01" W 146.24' to an iron pin; thence N 37° 50'00" E 40.16' to an iron pin; thence N 54° 58'49" W 37.02' to an iron pin; thence S 81° 22'14" W 60.02' to an iron pin; thence N 61° 00'32" W 208.41'; thence by a curve to the left with a radius of 125.620' and a length of 151.847' and a chord bearing of N 68° 32'52" E 142.77'; thence S 33° 55'09" W 163.90'; thence S 30° 52'27" W 21.40'; thence S 30° 46'31" W 193.18'; thence by a curve to the right with a radius of 100.00' and a length of 8.40' and a chord bearing of S 37° 58'19" W 8.39'; thence S 40° 22'38" W 51.01'; thence by a curve to the left with a radius of 525.00' and a length of 161.88' and a chord bearing of N 60°

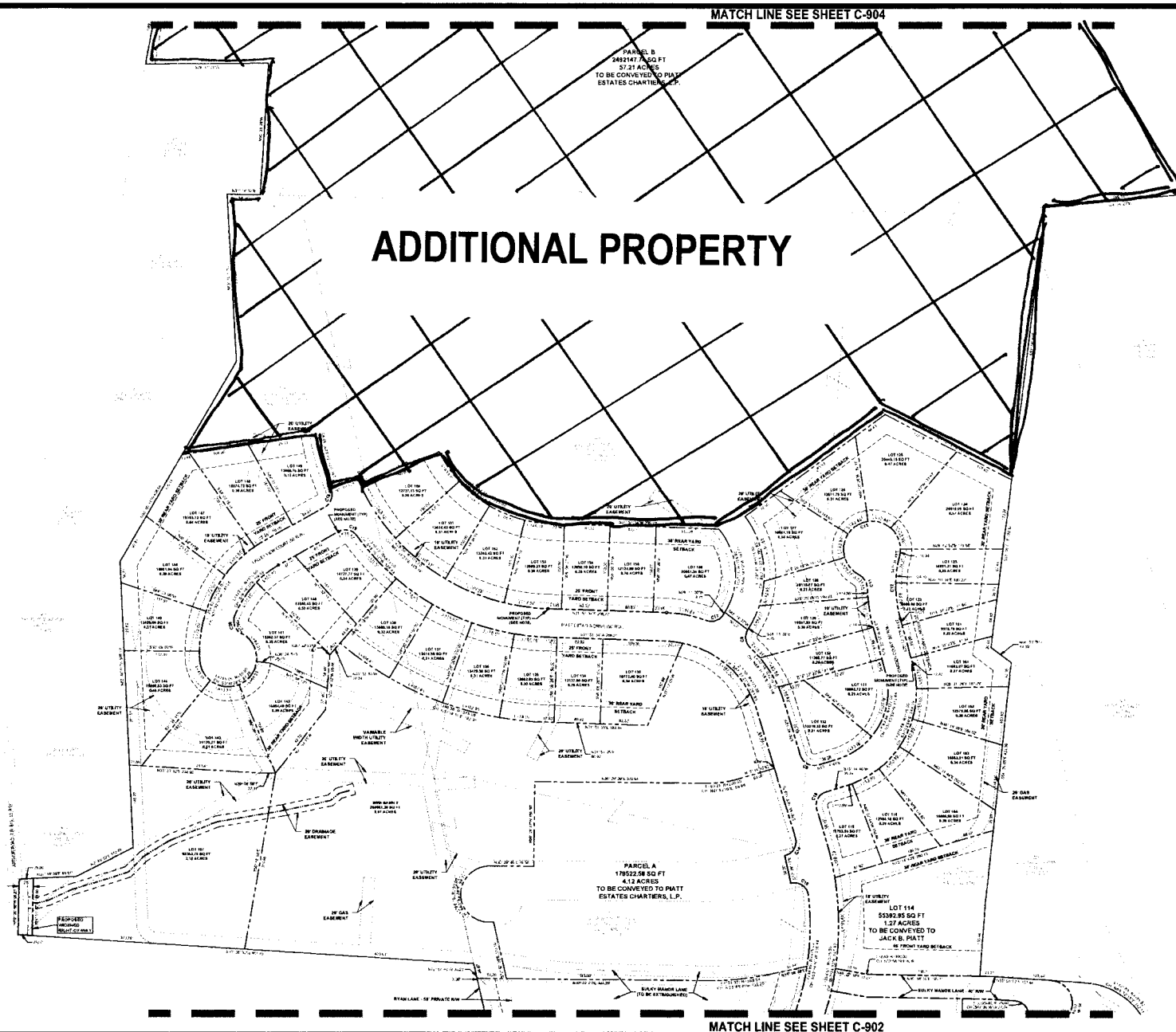
38'23" W 161.24'; thence N 13° 14'40" E 288.17'; thence N 54° 04'20" W 299.56' to an iron pin to be set; thence S 67° 31'08" W 42.55'; thence N 53° 05'12" W 782.31' to an iron pin to be set; thence N 24° 34'19" E 245.91' to an iron pin; thence S 89° 37'50" W 2032.89' to an iron pipe; thence S 88° 46'54" W 364.65' to an iron pipe; thence S 5° 33'30" E 151.86'; thence S 64° 07'41" E 358.84'; thence S 37° 45'42" E 52.33'; thence N 60° 28'03" E 243.48' to an iron pipe; thence S 73° 54'07" E 280.19' to an iron pipe; thence S 29° 29'38" E 200.18' to an iron pipe; thence S 60° 13'53" W 101.12' to an iron pin; thence S 20° 39'20" E 205.04' to an iron pin; thence S 65° 54'51" W 285.24'; thence S 34° 03'42" E 314.30'; thence by a curve to the left with a radius of 355.00' and a length of 158.341' and a chord bearing of S 46° 51'06" W 109.40'; thence S 59° 37'47" E 90.83'; thence by a curve to the right with a radius of 855.00' and a length of 147.732' and a chord bearing of S 54° 40'47" E 147.55'; thence S 49° 43'47" E 161.93'; thence N 29° 41'31" E 215.58' to an iron pin; thence S 56° 49'01" E 230.01'; thence S 27° 40'25" W 58.84' to a fence post; thence S 63° 06'24" E 295.45' to an iron pin; thence S 30° 06'50" E 408.60' to an iron pin; thence S 62° 54'24" E 504.97'; thence S 2° 54'00" W 113.49' to an iron pin; thence S 27° 13'45" W 98.87'; thence S 59° 05'47" E 98.83' to the place of beginning containing 102.99 acres.

EXHIBIT "A-1"

DESCRIPTION OF ADDITIONAL PROPERTY

1 of 2

EXHIBIT A-1



Carnegie			
Library	Length	Median	Unit
C0	24.24	23.238	C: 588; A: 502; B: 31
C1	39.70	29.26	C: 536; A: 492; B: 31
C10	34.73	29.58	C: 531; A: 478; B: 31
C11	34.54	30.59	C: 560; A: 478; B: 31
C12	36.45	33.60	C: 547; A: 505; B: 47
C13	27.31	30.59	C: 549; A: 478; B: 30
C14	41.83	35.00	C: 566; A: 505; B: 31
C15	47.88	35.33	C: 588; A: 506; B: 32
C17	34.46	31.00	C: 541; A: 502; B: 31
C18	36.96	31.30	C: 542; A: 478; B: 32
C19	39.86	35.33	C: 549; A: 478; B: 31
C20	35.58	35.26	C: 543; A: 492; B: 31

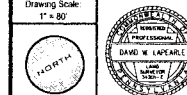
General Notes

THE EASEMENTS FOR ALL THE PROPOSED SEWERS ARE SHOWN IN THE INTERIOR LOCATION TO ACCOMMODATE FACILITIES. THE FINAL LOCATION OF EASEMENTS SHOULD BE LOCATED BASED ON THE AS-BUILT CONSTRUCTION OF THE EXISTING UP-TO-SHOWN DRAINAGE SYSTEM. THE PROPOSED LOCATION OF EASEMENTS SHOULD BE BASED ON THE AS-BUILT CONSTRUCTION OF THE EXISTING UP-TO-SHOWN DRAINAGE SYSTEM.

2. ALL ANCHORAGES SHALL BE PERMANENT IN NATURE AND SHALL BE SINKING IN SQUARE, 1" X 1" OR ROUNDER IN SIZE. IT SHALL ALSO BE 10 INCHES LONG. ANCHORS IN SLAB SHALL BE 18 INCHES LONG. STEEL BARS SHALL BE 1/2" DIA. OR LARGER.
3. ALL ANCHORS SHALL BE SET ALONG TANGENTS.
4. ALL ANCHORS SHALL BE IN A MINIMUM OF TWO ROWS.
5. NO HOMEOWNER IS ALLOWED TO PLACE A STRUCTURE RESTRICTING ACCESS TO BASIN.
6. THE CRACKING IS A RISK OF ALLEGED "GALVANIC CORROSION" AND AN INITIAL NICKEL (10% TO 15%) COATING IS REQUIRED TO PREVENT CORROSION.



Drawing Scale
1" = 80'



Prepared By



Prepared For:

Platt Estates Charters LP
95 West Beau Street, Suite 600
Washington, PA 15301



811 Know what's below.
Call before you dig.
POCS SER. # 20122641296

THE LOCATIONS OF EXISTING INTERMEDIATE STATIONS ARE SHOWN APPROXIMATELY ON THIS MAP AND MUST BE OBTAINED INDEPENDENTLY BY THE USER ON THE INFORMATION. THE COMPARISON SHOULD BE DRAWING THE LOCATION OF ALL EXISTING STATIONS AND THE COMPARISON SHOULD BE FULLY RESPONSIBLE FOR ANY AND ALL CHANGES WHICH MUST BE OBTAINED THE COMPARISON SHOULD BE FULLY RESPONSIBLE FOR ANY AND ALL CHANGES WHICH MUST BE OBTAINED

DATE ISSUED:	MARCH 8, 201
--------------	--------------

PLAN REVISIONS	
DATE	DESCRIPTION
04-12-13	PER ENCLINE LETTER DATED 3-20-13
04-12-13	REVISED LAYOUT & PLAN SET THIS DATE
04-12-13	PER WCC COMMENTS DATED 4-17-13
05-23-13	PER CLIENT GRADING PLAN COMMENTS
05-24-13	PER ENCLINE LETTER DATED 5-23-13
06-26-13	PER WCC COMMENTS
06-26-13	PER CLIENT GRADING PLAN COMMENTS
06-26-13	PER WCC COMMENTS
06-27-13	REVISED PLAN OF RECORDING
06-25-13	ADDED LEGEND

Situate In:
Charles Township, Washington County, PA

Project Name:

BLATT ESTATES

PLATT ESTATES

PHASE I RESIDENTIAL LAND DEVELOPMENT

Drawing Name: **PLAN OF RECORDING**

PLAN OF RECORDING
SHEET 4 OF 5

Project No:	Drawing No:
-------------	-------------

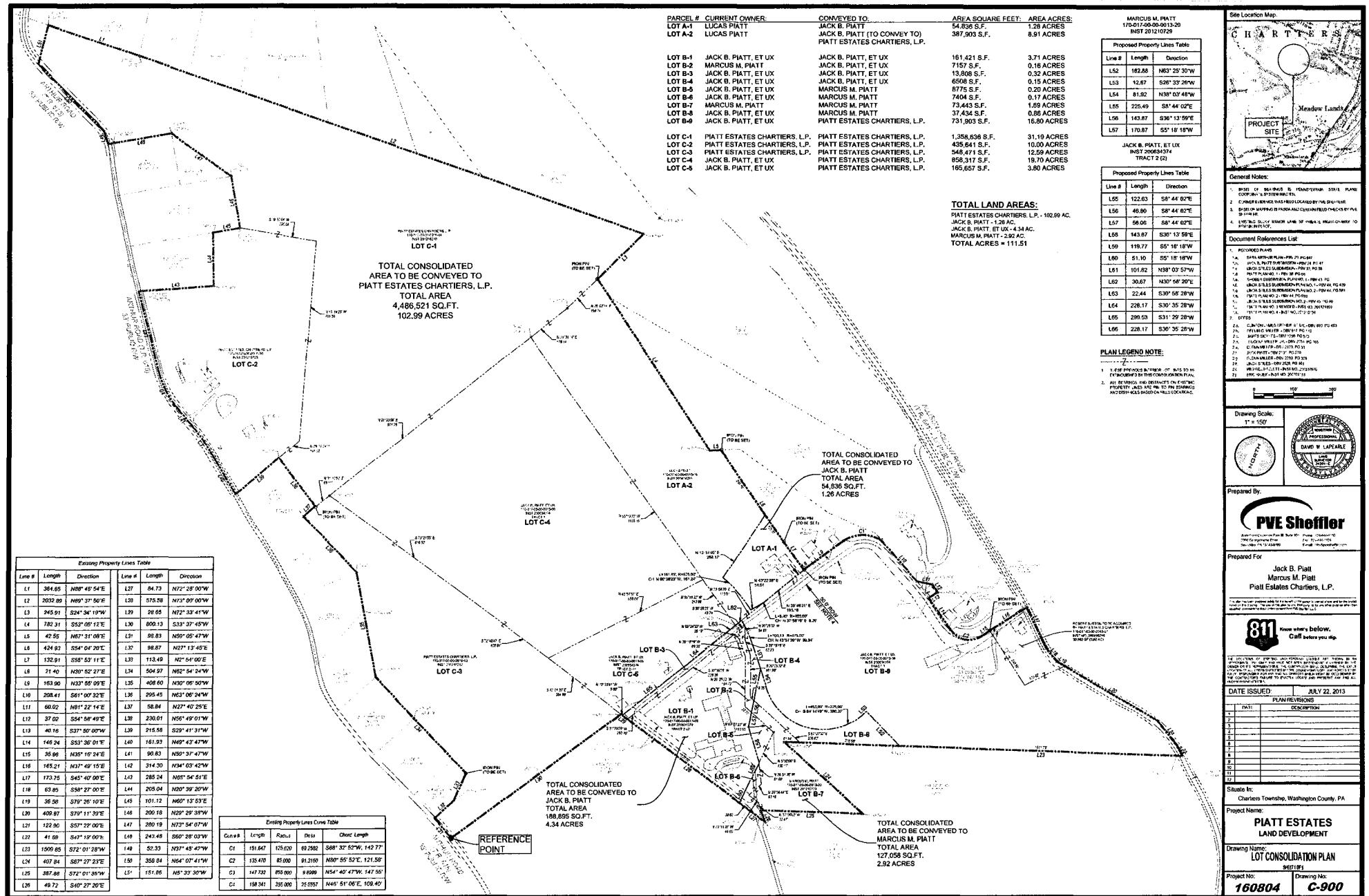
160804	C-903
--------	-------

1000000	1000000
---------	---------

[illegible]

2 of 2

EXHIBIT “B”
PLAN OF REAL ESTATE



**NOT TO SCALE
FOR REFERENCE ONLY**

Site Location Map
Ready Maps
Not to Scale
For Reference Only

I, DAVID LAFAYETTE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO certify that, to the best of my knowledge, the survey and plan shown herein are correct and accurate to the standards required.

DAVID LOPEARLE P.L.S.
REG. No. 34201-E

[illegible]

WITNESS _____
DELANO JARDON

WITNESS _____
LINDA P. JARDON

Site Location Map
Ready Maps
Not to Scale
For Reference Only

I, DAVID LAFAYETTE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO certify that, to the best of my knowledge, the survey and plan shown herein are correct and accurate to the standards required.

DAVID LOPEARLE P.L.S.
REG. No. 34201-E

SECRETARY _____

**NOT TO SCALE
FOR REFERENCE ONLY**



Curves Table			
Curve ID	Length (m)	Radius (m)	Length (m)
C0	34.248	25.500	C: 557.244 54.059 216.2
C1	36.210	25.500	C: 568.544 54.059 20.36
C2	34.248	25.500	C: 531.444 54.059 21.62
C11	34.248	34.500	C: 544.244 54.059 20.36
C12	36.210	34.500	C: 555.544 54.059 20.36
C13	27.717	50.500	C: 462.244 54.059 20.36
C14	43.953	25.500	C: 463.244 54.059 20.36
C15	42.749	25.500	C: 466.244 54.059 21.62
C16	34.248	25.500	C: 461.244 54.059 21.62
C18	34.248	25.500	C: 467.244 54.059 21.62
C19	36.210	25.500	C: 542.444 54.059 21.62
C20	34.248	25.500	C: 545.444 54.059 21.62

General Notes:

- [illegible]



Drawing Scale

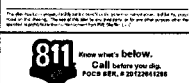
 $1^\circ = 60'$ 

Prepared By:



Prepared For:

Platt Estates Chartiers LP
95 West Beau Street, Suite 600
Washington, PA 15301



THE LOCATION OF THESE UNDERGROUND SITES MAY BECOME KNOWN TO THE OPPONENTS TO OIL AND HAVE NOT BEEN PREVIOUSLY OFFERED TO THE COURT ON ITS JURISDICTION. THE CONTRACT OF SALE, OBTAINING THE FINAL LOCATION OF AN UNDERGROUND SITE, IS A CONTRACT OF SALE, AND NOT A CONTRACT OF SALE OF REAL PROPERTY. THE CONTRACT OF SALE, OBTAINING THE FINAL LOCATION OF AN UNDERGROUND SITE, IS A CONTRACT OF SALE, AND NOT A CONTRACT OF SALE OF REAL PROPERTY. THE CONTRACT OF SALE, OBTAINING THE FINAL LOCATION OF AN UNDERGROUND SITE, IS A CONTRACT OF SALE, AND NOT A CONTRACT OF SALE OF REAL PROPERTY.

DATE ISSUED:		MARCH 6, 2013	
PLAN REVISIONS			
DATE	DESCRIPTION		
04-02-13	PLAN COMMENTS SET FOR DATED 3-20-13		
07-09-13	REV. PUMP LAYOUT & MANHOLE LIFT DIA. (4'-6")		
09-01-13	PER W-200 COMMENTS DATED 4-17-13 & 4-20-13		
09-27-13	PER CLIENT GRADING PLAN COMMENTS		
09-28-13	PER MANHOLE LIFT DIA. 3-12-13		
09-28-13	PER W-200 COMMENTS		
09-05-13	PER CLIENT GRADING PLAN COMMENTS		
09-06-13	PER W-200 COMMENTS		
08-21-13	REVISED PLAN OF RECORD		
08-27-13	ADDED HYDRANTS		

Situate in:
Charlertown Township, Washington County, PA

Project Name:

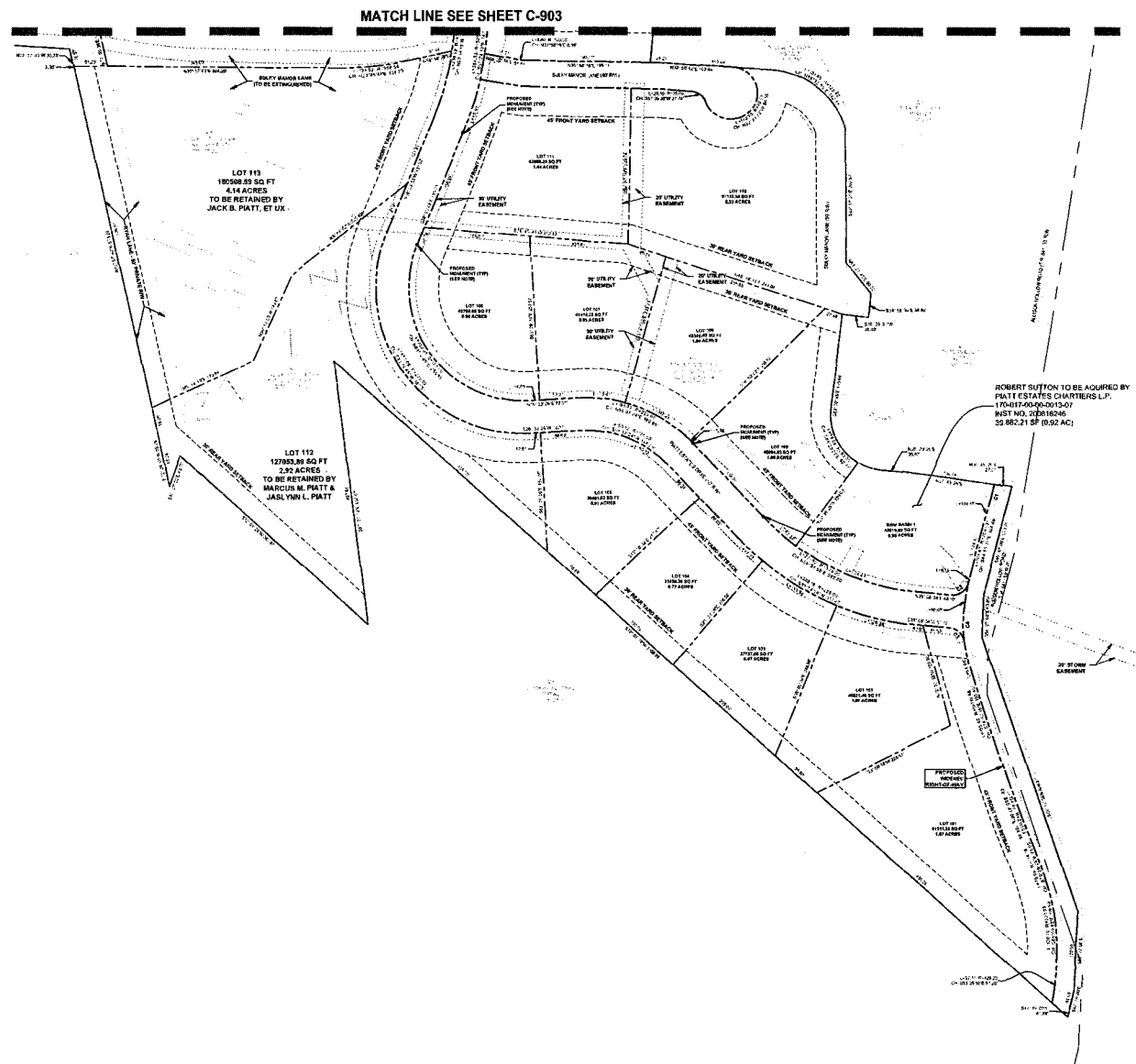
PIATT ESTATES

PHASE 1 RESIDENTIAL LAND DEVELOPMENT

Drawing Name: **PLAN OF RECORDING**

SHEET 4 OF 5

160804	C-903
---------------	--------------



**NOT TO SCALE
FOR REFERENCE ONLY**



**NOT TO SCALE
FOR REFERENCE ONLY**

[illegible]

EXHIBIT “C”

PERCENTAGE INTERESTS

(to be adjusted from time to time based upon number of Lots in Plan)

Percentage interest of each Lot shall be *pro rata* based upon the number of Lots that are identified in the Plan from time to time. For purposes of Phase One of the Plan, the *pro rata* share for each Lot in Phase One shall be $1/57 \times 100 = 2\%$. As Lots/Phases are added via revisions/amendments to the Plan, no amendment to this Declaration shall be required in order to adjust “Percentage Interests” to reflect the addition of Lots.

Parcel 1 Yellow	LOT	
170-017-00-00-0013-00	C-4	LOTS TO BE CONSOLIDATED HERE
170-017-00-00-0013-07		
170-017-00-00-0013-08	B-9	
170-017-00-00-0013-16	A-2	
170-017-00-00-0013-29	C-5	
170-017-00-00-0016-00	C-2	
170-017-00-00-0016-13	C-3	
170-017-00-00-0016-14	C-1	
170-017-00-00-0013-05	B-1	LOTS TO BE CONSOLIDATED HERE
170-017-00-00-0013-22	B-2	
170-017-00-00-0013-23	B-3	
170-017-00-00-0013-24	B-4	
170-017-00-00-0013-20	B-7	LOTS TO BE CONSOLIDATED HERE
170-017-00-00-0013-25	B-5	
170-017-00-00-0013-26	B-6	
170-017-00-00-0013-27	B-8	
170-017-00-00-0013-28	A-1	

170-017-00-00-0013-00	Original
170-017-07-00-0001-00	Lot 101
170-017-07-00-0002-00	Lot 102
170-017-07-00-0003-00	Lot 103
170-017-07-00-0004-00	Lot 104
170-017-07-00-0005-00	Lot 105
170-017-07-00-0006-00	Lot 106
170-017-07-00-0007-00	Lot 107
170-017-07-00-0008-00	Lot 108
170-017-07-00-0009-00	Lot 109
170-017-07-00-0010-00	Lot 110
170-017-07-00-0011-00	Lot 111
170-017-07-00-0012-00	Lot 112
170-017-07-00-0013-00	Lot 113
170-017-07-00-0014-00	Lot 114
170-017-07-00-0015-00	Lot 115
170-017-07-00-0016-00	Lot 116
170-017-07-00-0017-00	Lot 117
170-017-07-00-0018-00	Lot 118
170-017-07-00-0019-00	Lot 119
170-017-07-00-0020-00	Lot 120
170-017-07-00-0021-00	Lot 121
170-017-07-00-0022-00	Lot 122
170-017-07-00-0023-00	Lot 123
170-017-07-00-0024-00	Lot 124
170-017-07-00-0025-00	Lot 125
170-017-07-00-0026-00	Lot 126
170-017-07-00-0027-00	Lot 127
170-017-07-00-0028-00	Lot 128
170-017-07-00-0029-00	Lot 129
170-017-07-00-0030-00	Lot 130
170-017-07-00-0031-00	Lot 131
170-017-07-00-0032-00	Lot 132
170-017-07-00-0033-00	Lot 133
170-017-07-00-0034-00	Lot 134
170-017-07-00-0035-00	Lot 135
170-017-07-00-0036-00	Lot 136
170-017-07-00-0037-00	Lot 137
170-017-07-00-0038-00	Lot 138
170-017-07-00-0039-00	Lot 139
170-017-07-00-0040-00	Lot 140
170-017-07-00-0041-00	Lot 141
170-017-07-00-0042-00	Lot 142
170-017-07-00-0043-00	Lot 143
170-017-07-00-0044-00	Lot 144
170-017-07-00-0045-00	Lot 145
170-017-07-00-0046-00	Lot 146
170-017-07-00-0047-00	Lot 147
170-017-07-00-0048-00	Lot 148
170-017-07-00-0049-00	Lot 149
170-017-07-00-0050-00	Lot 150
170-017-07-00-0051-00	Lot 151
170-017-07-00-0052-00	Lot 152
170-017-07-00-0053-00	Lot 153
170-017-07-00-0054-00	Lot 154
170-017-07-00-0055-00	Lot 155
170-017-07-00-0056-00	Lot 156
170-017-07-00-0057-00	Lot 157
170-017-07-00-0058-00	Parcel A
170-017-07-00-0059-00	Parcel B
170-017-07-00-0060-00	SWM Basin 1
170-017-07-00-0061-00	SWM Basin 2
170-017-07-00-0062-00	Road R.O.W.

DEBORAH BARDELLA
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania

INSTRUMENT NUMBER
201325035
RECORDED ON
Aug 16, 2013
3:54:28 PM
Total Pages: 49

RECORDING FEES \$879.00
TOTAL PAID \$879.00

INW: 559539 USER: NH