



Allegheny County
 Valerie McDonald Roberts
 Department of Real Estate
 Pittsburgh, PA 15219

Instrument Number: 2011-2881

BK-DE VL-14497 PG-218

Recorded On: February 04, 2011 As-Deed Agreement

Parties: EDGEWATER PROPERTIES L P

To EDGEWATER PROPERTIES L P

of Pages: 43

Comment:

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

Deed Agreement 154.50
 Pages > 4 38
 Names > 4 0
 Total: 154.50

Realty Transfer Stamp

Department of Real Estate Stamp

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

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| Certified By-> S B |
| ON 02-04-2011 AT 02:12p |
| CONDO DECLARATION |

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

Record and Return To:

Document Number: 2011-2881
 Receipt Number: 1761666
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ROTHMAN GORDON P C
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Dan Onorato, County Executive

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EDGEWATER

THIS DECLARATION OF COVENANTS, CONDITIONS AND EASEMENTS ("Declaration"), is made this 1st day of January, 2011, by **EDGEWATER PROPERTIES, L.P.**, a Pennsylvania limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situate in the Borough of Oakmont, Allegheny County, Pennsylvania, to be developed for residential use and to be known as EDGEWATER, or such other name as may be selected by Declarant or the Association from time to time, being that portion of the real property shown on the plan of property attached hereto as Exhibit "A" and more particularly described on Exhibit "A-1" attached hereto (the "Property"), but not including the adjacent real property shown on Exhibit "A" and more particularly described on Exhibit "A-2" attached hereto; and

WHEREAS, the Declarant desires to create upon the Property a general plan and uniform scheme of development, preservation, use, maintenance and expansion as a traditional neighborhood development (the "Development")(all capitalized terms, if not defined after their first use, shall be defined hereinafter), and desires to subject the Property and Development to the following covenants, reservations, restrictions, easements, assessments, charges and liens, each and all of which are for the benefit of the Property, the Association and each resident in the Development; and

WHEREAS, the Development will consist of a variety of free-standing and attached residences; and

WHEREAS, the Declarant has caused EDGEWATER OWNERS ASSOCIATION, a Pennsylvania non-profit corporation (the "Association"), to represent all Owners of Units to be created in the Development; and

WHEREAS, after the Declarant Control Period, the Association will administer and enforce this Declaration at the time and under the terms contained herein; and

WHEREAS, the Development will contain a number of bioretention systems (the "Bioretention Systems") as part of the stormwater management system; and

WHEREAS, although the stormwater management system serving the Property will be located in land intended to be dedicated to and accepted by the Municipality, the Bioretention Systems will be maintained, repaired and/or replaced by the Association; and

WHEREAS, as a result of the Association being responsible for the Bioretention Systems, the Development will be subject to Sections 5103 – 5114, 5218, Chapter 53, Sections 5407-5409

and 5411 of the Uniform Planned Community Act as adopted in Pennsylvania, 68 Pa.C.S.A. §§ 5101 *et seq.* (the "Act"), as the same may be amended from time to time, but to no other provision of the Act unless specifically referenced herein; and

WHEREAS, each Unit Owner, resident and occupant of any portion of the Development shall be obligated to abide by all of the terms and conditions set forth in this Declaration; and

WHEREAS, all Unit Owners shall in addition automatically become Members of the Association and be obligated to abide by the Association's Bylaws and Articles of Incorporation (the "Organizational Documents"), for the operation, maintenance, governance and administration of the Development, including payment of Assessments, all as provided herein.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be owned, used, held, transferred, sold, conveyed, encumbered, leased, improved and occupied subject to the following easements, restrictions and covenants, all of which shall run with the Property and be binding on all Unit Owners and all residents and occupants of any portion of the Development and all parties having any right, title or interest in the Property and the Lots comprising a part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each such party.

ARTICLE 1 DEFINITIONS

1.1 Unless otherwise defined herein or in the Act, as applicable, all capitalized words, terms and phrases in this Declaration shall have the meanings set forth below, with the singular including the plural, and the plural the singular:

1.1.1 "Act" means the Uniform Planned Community Act as adopted in Pennsylvania, of which only Sections 5103 – 5114, 5218, all of Chapter 53, Sections 5407-5409 and 5411, and any other provision specifically identified herein, shall be applicable to this Development.

1.1.2 "Articles of Incorporation" means the Articles of Incorporation filed with the Secretary of State, Corporation Bureau, of the Commonwealth of Pennsylvania to create the Association as a non-profit corporation in the Commonwealth of Pennsylvania, and all amendments and restatements thereof.

1.1.3 "Assessments" means the periodic charges, both regular and special ("Special Assessments") levied against all Units to pay the Common Expenses and other costs of the Association and collected by the Association pursuant to the authority granted herein. The obligation of Unit Owners to pay Assessments shall be deemed to be a covenant running with the land. Each such Assessment shall be payable by the Unit Owner, subject to the provisions of this Declaration and the Organizational Documents.

1.1.4 "Association" means the Edgewater Owners Association, which shall represent all Unit Owners in the Development.

1.1.5 "Bioretention Systems" means the portion of the stormwater management system serving the Property which, although located in land dedicated or to be dedicated to the Municipality, must be maintained, repaired and replaced by the Association.

1.1.6 "Board of Directors" means the Board of Directors of the Association.

1.1.7 "Building" means a structure constructed or to be constructed on a Lot or on any other portion of the Development. If permitted under the Design Code, a Building may extend over several Lots and/or may contain one or more Units, such as a Building comprised of multiple townhouses.

1.1.8 "Bylaws" means the Bylaws of the Association, as the same may be amended from time to time.

1.1.9 "Common Expenses" means both General Common Expenses and Controlled Facility Expenses, as hereinafter defined.

1.1.10 "Consent Order" means the Consent Order and Agreement dated October 8, 2009 and recorded in Deed Book Volume 14135, Page 368 in the Recorder of Deed Registry Office of the Real Estate Department of Allegheny County, Pennsylvania, between the Commonwealth of Pennsylvania, Department of Environmental Protection, the Regional Development Corporation of Southwestern Pennsylvania and the Declarant. The Consent Order sets out requirements for redeveloping the Property, including requirements designed to maintain the quality of the soil, control the grading of the Property and use of the ground water.

1.1.11 "Controlled Facilities" means those portions of a Unit for which the Association shall bear some responsibility. The Controlled Facilities are: i) the driveways and walkways serving Lots 6-33, 45 - 64, and 129-156, with the Association responsible for snow and ice removal in accordance with standards set forth in the ordinances of the Municipality; and ii) the lawns and landscaping for those same Units, with the Association responsible for cutting the lawns and maintaining and replacing, as required, the other landscaping for those Units..

1.1.12 "Controlled Facilities Expenses: means those expenses incurred by the Association to perform its obligations with respect to the Controlled Facilities. The Controlled Facilities Expenses shall only be assessed against Units containing Controlled Facilities.

1.1.13 "Declarant" is Edgewater Properties, L.P.

1.1.14 "Declarant Control Period" means the time period extending from the date of recording this Declaration until the earlier of: i) the date at which the Declarant turns over control of the Association to the Unit Owners, which shall be no later than the earlier of

sixty (60) days after all Lots have been sold to Unit Owners other than Declarant; or ii) five (5) years after the filing of this Declaration.

1.1.15 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, and all amendments hereto.

1.1.16 "Development" means the Property, which is being developed for residential use as EDGEWATER, or such other name as may be selected by Declarant or Association from time to time, together with all Buildings, and other Improvements thereon and all easements, rights and other appurtenances thereto.

1.1.17 "Design Code" means the Design Code established for the Development to regulate the land use, architecture, landscaping and environment for the Development. The Design Code was originally adopted by the Declarant, which has the right to amend it from time to time during the Declarant Control Period. After the expiration of the Declarant Control Period, the Association shall have the right to enforce and amend the Design Code. The Design Code need not be a recorded document. A copy of the Design Code will be provided to each purchaser upon request.

1.1.18 "Design Review Board" means the panel established by the Declarant to administer the Design Code. Upon expiration of the Declarant Control Period, membership on the Design Review Board shall be controlled by the Association.

1.1.19 "General Common Expenses" means all expenses incurred by the Association in conducting its affairs, administering, insuring and maintaining the Bioretention Systems, and generally discharging the duties and obligations imposed upon it by, or assumed by it under the authority of, this Declaration and/or the Organizational Documents, or assigned to it by the Declarant as provided herein.

1.1.20 "Improvements" means structures and improvements of any kind above or below the surface of the Property, including without limitation, driveways, Buildings, streets, parking areas, walkways, sidewalks, fences, retaining walls, recreational facilities, patios, decks, stairs, steps, signs, storm and sanitary sewer lines, Bioretention Systems, waterlines, trees, shrubs, awnings, poles and all other structures and landscaping.

1.1.21 "Lot" means the portion of the Development having fixed boundaries and improved or intended to be improved as a Unit or for any other purpose permitted within the Development. Each Lot intended to be improved is shown on the Plans receiving final approval from the Municipality, attached hereto as Exhibit "A".

1.1.22 "Lot Owner" means the owner of a Lot in the Development.

1.1.23 "Majority Vote" means the votes cast by Members of the Association which equal more than fifty (50%) percent of all votes cast at any annual or special meeting of the Association.

1.1.24 "Member" means a Member of the Association. Each Unit Owner shall automatically become a Member of the Association upon taking fee simple title to one or more Units.

1.1.25 "Municipality" means the Borough of Oakmont.

1.1.26 "Organizational Documents" means the Articles of Incorporation and Bylaws of the Association.

1.1.27 "Person" means a natural individual, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, business trust, trustee or other legal entity capable of holding title to real estate.

1.1.28 "Plans" means the maps or plats of the Development, including the plans granted approval by the Municipality, a copy of which are attached hereto as Exhibit "A".

1.1.29 "Property" means all the real property described on Exhibit "A-1", all presently existing Improvements built, installed or erected thereon and all Improvements to be built, installed or erected thereon hereafter.

1.1.30 "Rules and Regulations" means the rules and regulations, if any, imposed by the Declarant and/or amended or adopted by the Board of Directors of the Association relative to the Property and Development, as the same may be amended from time to time.

1.1.31 "Unit" or "Units" mean a Building(s) or portion of a Building in the Development which is intended for single family residential use.

1.1.32 "Unit Owner" or "Unit Owners" mean the Owner(s) of a Unit in the Development.

ARTICLE 2 APPLICABILITY

2.1 Property Subject to This Declaration. This Declaration shall be applicable to the Property, including all Lots which now exists or may hereafter be created within the legal boundaries of the Development. No Lot shall be severed from the rights, duties, burdens, servitudes or benefits herein contained.

2.2 Persons Subject to This Declaration. The Association and all present and future Unit Owners, residents and occupants of any portion of the Development and all other legal or equitable owners of any portion of the Development, their respective guests, licensees, invitees, servants, agents, employees and any other Person that shall reside in the Development or be present in the Development at the request of or for the benefit of one or more of the foregoing, shall be subject to this Declaration and all applicable Rules and Regulations. All Unit Owners shall be subject to the Organizational Documents as well. Ownership, residency or

occupancy of any Building in the Development shall be conclusively deemed to mean that the Unit Owner, resident or occupant thereof has accepted and ratified this Declaration and any Rules and Regulations, and will comply with them, and that the Unit Owner has accepted and ratified the Organizational Documents.

2.3 Interpretation of Declaration and Organizational Documents. In the event of a conflict of interpretation between the provisions set forth in this Declaration and the Organizational Documents, this Declaration shall govern. In the event that the Internal Revenue Code of 1986 is hereafter amended or changed, this Declaration and the Organizational Documents shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code of 1986 with respect to non-profit entities, it being the intention of the Declarant to preserve the lawful status of the Association as a bona fide non-profit entity.

ARTICLE 3 ASSOCIATION

3.1 Creation of Association. The Declarant has caused to be formed The Edgewater Owners Association as a Pennsylvania non-profit corporation, for the general purposes of: i) maintaining, repairing and replacing the Bioretention Systems; ii) maintaining, repairing and replacing the Controlled Facilities, in the manner described in Section 5.1; iii) enforcing this Declaration, the Design Code and any Rules and Regulations adopted for the Property after the end of the Declarant Control Period; and iv) representing all Unit Owners on matters affecting them.

3.2 Membership. Each Unit Owner shall, upon acquisition or ownership of fee simple title to a Unit, become a Member of the Association. Such membership shall cease when a Unit Owner ceases to own an undivided fee simple interest in a Unit and upon the sale, transfer or other disposition of each such undivided fee simple interest, the membership in the Association appurtenant to that interest shall automatically be transferred to the new Unit Owner. The Declarant, for so long as the Declarant owns at least one Lot in the Development, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Unit. No person shall acquire membership in the Association by reason of holding an interest in a Unit solely as security for the performance of an obligation.

3.3 Voting Rights. Each Unit shall be entitled to one vote in the Association, to be exercised in accordance with the Organizational Documents of the Association. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

3.4 Board of Directors. During the Declarant Control Period, the Board of Directors shall consist of five (5) members, each of whom shall be appointed by the Declarant. Within sixty (60) days of the sale of twenty-five percent (25%) of the Units, two (2) members of the Board of Directors appointed by Declarant shall resign, with their replacements to be elected by Members other than Declarant. Upon termination of the Declarant Control Period, the Board of Directors shall consist of that number of Directors as is determined by the Members at the initial membership meeting after the termination of the Declarant Control Period, with Declarant allowed to participate in such vote, with one (1) vote for each Unit it continues to own.

3.5 Authority. The Board of Directors shall have all authority to maintain, repair and replace the Bioretention Systems and Controlled Facilities as set forth in Section 5.1 above, insure against liability related to the Bioretention Systems, assess and collect funds for the payment of all costs associated with its responsibilities as to the Bioretention Systems and Controlled Facilities, and to all things, and exercise all rights provided by this Declaration and the Organizational Documents, or the portions of the Act applicable to the Development, including to adopt and modify Rules and Regulations, and exercise all such other rights as are not specifically reserved to Members.

During the Declarant Control Period, the Declarant shall have the right to unilaterally amend this Declaration and the Rules and Regulations; provided, however, that once a Lot has been transferred to a Person other than the Declarant, the Declarant shall have no ability, without that Lot Owner's prior written consent, to: i) impose use restrictions which would prohibit the use of the Lot for anything permitted at the time of transfer; ii) impose any easements on the Lot; and/or iii) take any action which would increase or impose Assessments on that Lot beyond those permitted in this Declaration.

3.6 Contracts. The Association may contract with any party, including the Declarant, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the Assessments or Special Assessments, as applicable. The Association may require that Unit Owners and other residents and occupants of any portion of the Development contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for any Unit Owner or any other resident or occupant of the Development, if so requested by such Person, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed, if provided to a Unit Owner, as a Special Assessment, and otherwise on a contract basis as a fee for services provided. The terms and conditions of all such contracts shall be at the discretion of the Board of Directors.

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

ARTICLE 4 ASSOCIATION FINANCIAL ISSUES

4.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year.

4.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities for the Development. These expenses shall include, without limitation, the cost of materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved

in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board of Directors, for working capital for the Association and for reserves. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

4.3 Reserves. The Association may but is not required to build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the Assessments. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by two-thirds of the members of the Board of Directors. If the reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board of Directors may at any time levy a Special Assessment. If there is an excess of reserves at the end of the fiscal year and the Board of Directors so determines, the excess may be returned on a pro rata basis to all Members who are current in payment of all Assessments due the Association, or may be used to reduce the following year's Assessments, at the Board of Director's sole discretion. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board of Directors with respect to Assessments and charges of all types may be commingled in a single fund.

4.4 Preparation and Approval of Annual Budget.

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

4.4.2 Subsequent Years. Beginning with the fiscal year after the first Unit is conveyed to a Unit Owner and for each fiscal year thereafter, at least ninety (90) days before the end of the fiscal year, the Board of Directors shall, by majority vote, adopt a budget for the coming year and set the annual Assessments at a level sufficient to meet the budget. At least seventy-five (75) days before the fiscal year to which the budget applies commences, the Board of Directors shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of Assessments payable by each Member.

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

4.6 Special Assessments. If the estimated cash requirement set forth in any budget adopted annually by the Board of Directors shall prove to be insufficient to cover General Common Expenses or Controlled Facilities Expenses (including adequate reserves therefor) for any reason (including, without limitation, any Unit Owner's non-payment of the Assessment for that Unit), or for other reasons permitted in this Declaration or the provisions of the Act

applicable to the Development (including performing any maintenance work required to be performed by a Member but performed by the Association or work required only as the result of the negligence or misconduct of a Member or his or her family members, guests or invitees), the Board of Directors shall have the full power as permitted by law, at any time (and from time to time), as it deems necessary and proper, to levy one or more Special Assessments against each Unit, or each affected Unit in the case of Controlled Facilities. If the expense affects all of the Units or the Bioretention Systems, then the Special Assessment shall be assessed against all Units equally, but if the expense is attributable to some, but not all of the Units, such as in the case of Controlled Facilities, or assessments for repairs caused by the negligence or misconduct of one or more but less than all Unit Owner, the Special Assessment shall be against only the specified Units, with the cost being adjusted pro rata based on the number of Units affected. Special Assessment in each instance shall be due and payable in such increments as the Board of Directors shall establish.

4.7 Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Board of Directors pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

4.8 Deficit. If the amounts so collected are, at any one time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board of Directors among the Members on the same basis as heretofore set forth; provided, however, that if the General Common Expenses or Controlled Facilities Expenses are incurred by the Association prior to the time the Association commences to levy assessments against the Members, Declarant shall pay the same (subject to its rights, if any to reimbursement from the purchaser of any Lots if contained in individual contracts for the sale of those Lots).

4.9 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of Assessments for General Common Expenses and Controlled Facilities Expenses, to secure any loan obtained by the Association for repair or replacement of the Bioretention Systems and/or Controlled Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Board of Directors.

4.10 Use of Assessments and Special Assessments. All monies collected hereunder as Assessments or Special Assessments shall be used for the purposes designated by the Board of Directors in the budget of the Association or as otherwise determined to be appropriate.

4.11 No Exemption by Waiver. No Unit Owner may exempt himself/herself/itself from liability for payment of Assessments and Special Assessments by abandonment of the Unit or otherwise.

4.12 Personal Liability of Unit Owners. All sums assessed pursuant to this Declaration shall constitute the personal liability of each Unit Owner so assessed until fully paid. In addition to the lien permitted under §5315 of the Act, the Board of Directors, on behalf of the Association, may take other actions for failure to pay any Assessment and/or Special Assessment

or other charges pursuant to §5315 of the Act and may assess a late charge for failure to pay any Assessment, Special Assessment or other charge on the date on which it is due. The delinquent Unit Owner shall be obligated to pay (a) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent Assessments and/or Special Assessments by legal proceedings or otherwise, (b) 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 before and after judgment, shall be deemed to constitute part of the delinquent Assessments and/or Special Assessments, and shall be collectible as such, and (c) interest, from the due date, on Assessments and/or Special Assessments not paid within fifteen (15) days after due, at a rate per annum equal to four percent (4%) above the prime rate announced by the Wall Street Journal for the time period in which the delinquency commenced. Notwithstanding the foregoing, in addition to all other remedies available, if a Unit Owner is in default of payment of his/her/its Assessments and/or Special Assessments for more than sixty (60) days, the Board of Directors shall have the right to accelerate all Assessments and Special Assessments to become due for that Unit Owner in the next twelve (12) months on the basis of the budget of the Association in effect when the default occurs, and to collect such accelerated amount as above stated.

4.13 Liability of Purchaser of Unit for Unpaid Assessments and Special Assessments. Subject to the provisions of §5407 of the Act, upon the sale, conveyance or any other transfer of a Unit and/or any interest therein, any unpaid Assessments, and/or Special Assessments shall continue to be a lien against the Unit which may be enforced in the manner set forth in §5315 of the Act.

4.14 Rejection of Board Expenditures. The Unit Owners, by a vote of sixty-seven percent (67%) of all Unit Owners taken at any regular meeting of the Association, or any special meeting of the Association called for that purpose, may reject any budget for the Association approved by the Board of Directors (or 67% of all Unit Owners affected as to expenses associated with Controlled Facilities may reject such expenses), in each case within thirty (30) days after approval. If a budget (or expenses for Controlled Facilities) is so rejected, the Association shall continue to operate under the terms of the last budget that was not rejected until such time as the Board of Directors adopts a budget which is not rejected as provided herein.

4.15 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Board of Directors pursuant to §5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

4.16 Charges for Resale Certificate. The Board of Directors shall establish, and may modify from time to time, a fee for the preparation and delivery of a Resale Certificate as required by law and/or requested by a Unit Owner to facilitate the sale or other transfer of a Unit in the Development.

ARTICLE 5

BIORETENTION SYSTEMS AND CONTROLLED FACILITIES

5.1 Designation of Bioretention Systems and Controlled Facilities.

5.1.1 Subject to the limitations set forth in Section 3.6 hereof, the Bioretention Systems to be maintained, repaired and replaced by the Association shall, subject only to the provisions of Section 8.3.

5.1.2 The portions of the Units intended to be Controlled Facilities and maintained, repaired and replaced by the Association, shall, after the expiration of the Declarant Control Period, remain such in perpetuity, subject only to the provisions of Section 8.3. The costs and expenses of performing snow and ice removal on the sidewalks and driveways which are Controlled Facilities, and cutting the lawns and maintaining and replacing the landscaping on the Controlled Facilities shall be assessed as Controlled Facilities Expenses.

5.2 Use of Bioretention Systems and Controlled Facilities.

5.2.1 The Bioretention Systems are intended for the benefit of the Association, Unit Owners, residents and occupants of any portion of the Development, their respective guests, licensees, invitees, servants, agents and employees, and the general public, subject at all times to the provisions of this Declaration. Subject to any limitations imposed by any other provision of this Declaration, the Board of Directors shall have the right to promulgate reasonable Rules and Regulations governing the Bioretention Systems.

5.2.2 The Controlled Facilities are the front and lead sidewalks and driveways on Lots 6-33, 45 - 64, and 129-156, and the lawns and landscaping on those same Lots. The Association shall remove ice and snow from the sidewalks and driveways as required under the ordinances of the Municipality, shall cut the lawns and maintain and replace the landscaping for the Controlled Facilities. The Board of Directors shall have the right to promulgate reasonable Rules and Regulations governing the Controlled Facilities.

5.2.3 Any Rules and Regulations adopted by the Association relative to the Bioretention Systems and Controlled Facilities shall be binding upon and inure to the benefit of all Unit Owners and other residents and occupants of the Development, their respective tenants, agents, employees, licensees, invitees, guests and family members, and any other person who uses or has the right to benefit from any part of the Bioretention Systems and/or Controlled Facilities.

5.2.4 None of any Rules and Regulations adopted by the Association shall discriminate against any individual user of the Development or class of users, provided that it is permissible to impose limitations on Persons who are not Unit Owners, based on concerns of safety and health, overcrowding, excessive use or related problems.

5.2.5 The Board of Directors may also adopt penalties or sanctions for violation of the Rules and Regulations; provided, however, that in adopting such penalties or sanctions, the Board of Directors shall also adopt procedures whereby the imposition of such fines and/or sanctions shall be subject to appeal by the Unit Owner; and provided, further, that

the Association may enforce any of the Rules and Regulations through an action for injunctive relief brought in any court of competent jurisdiction.

5.2.6 No portion of the Bioretention Systems may be used for any purpose other than the health, safety, welfare, or benefit of qualified users thereof, and no user may hinder or encroach upon the lawful rights of any other user.

ARTICLE 6

USE RESTRICTIONS

6.1 **Permitted Uses.** The Property and the use thereof shall be subject to the following, terms, conditions, covenants, restrictions, reservations, agreements, obligations and charges, and any use in violation thereof shall be subject to enforcement as hereinafter provided. Permitted uses shall be determined based on the Design Code, this Declaration and the zoning requirements of the Municipality. During the Declarant Control Period, the Declarant shall have the right to waive any provision of the Design Code as to a use permitted in the Development, subject to the zoning requirements of the Municipality.

6.1.1 **Home-based Businesses.** Unless prohibited by law, a home-based business that does not generate significant noise, odor or traffic shall be permitted in any Unit; provided, that no signage for a home-based business is permitted anywhere in the Development.

6.1.2 **Accessory Buildings and Improvements.** Unless approved in advance in writing by Declarant or the Association after the expiration of the Declarant Control Period, no accessory structures or other improvements may be erected or installed on any Unit. Accessory structures and improvements includes, without limitation, sheds, cabanas, above- and in-ground swimming pools, hot tubs, children's play sets, skate board ramps, and children's houses, trampolines and basketball hoops.

6.1.3 **Nuisances.** No nuisance or other use that creates an unreasonable disturbance shall be permitted anywhere in the Development. The Association may from time to time define and determine uses which are or could become nuisances.

6.1.4 **Insurance.** Nothing shall be done or kept in any portion of the Development that will increase the rate of, or result in cancellation of, any insurance for the Bioretention Systems, Controlled Facilities and/or any Unit or other portion(s) of the Development, or their contents, without the prior written consent of the Association.

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

6.1.6 **Earth Moving Activities.** No grading, excavating, earth moving activities or other disturbance of the Property shall be conducted by anyone, anywhere in the Development without first submitting the plans therefor to the Design Review Board.

6.1.7 Ground Water. Use of the ground water anywhere in the Development is prohibited.

6.1.8 Attractiveness of Units and Other Buildings and Land in the Development. Each Unit Owner, tenant or occupant of any portion of the Development shall keep all parts of the portion of the Development they own or control in good order and repair and free from debris. Through the Design Code and/or any Rules and Regulations, the placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of the Development may be regulated.

6.1.9 Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed anywhere in the Development unless specifically permitted by the Design Code and/or any Rules and Regulations.

6.1.10 Vehicles. The Design Code and/or any Rules and Regulations and/or any regulations affecting the Development may regulate or prohibit the parking of trailers, recreational vehicles, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible to anyone in the Development and may require that garage doors be kept closed except when automobiles are entering or leaving any garage located in the Development. To allow proper access in alleyways, no parking will be permitted in any alleyways except within driveways provided, however that such parking does not encroach on any alleys in the Development. No parking pads may be constructed on any Units.

6.1.11 Sports Equipment. Play structures, such as basketball hoops, skate board ramps and swing sets, if their installation is approved in advance by the Declarant or Association after the expiration of the Declarant Control Period, must be kept in good repair and may be limited, in accordance with the Design Code, to back yards or alleys and otherwise pursuant to any Rules and Regulations.

6.1.12 Leasing. Units, subject only to applicable law and the Rules and Regulations, may be leased for a minimum lease term of one (1) year; provided, however, a copy of the proposed lease, including the identity of the lessee, must be approved in advance by the Association. The Association may prohibit the leasing of any Unit if the Unit Owner is in default in the payment of Assessments. If any Unit is leased in violation of this Declaration, the Association shall have the rights available to it at law or in equity to enforce this Declaration, including, without limitation, seeking to void any lease for the Unit and/or imposing fines against the Unit Owner for each day that the violation exists. No less than an entire Unit may be leased.

6.1.13 Pets. Only household domestic pets such as cats, dogs, song birds and fish in aquariums not bred or maintained for commercial purposes will be permitted in the Development and then only in the Unit owned by the pet owner; provided that no more than two (2) such non-aquatic pets are permitted per Unit. Newborn offspring of pets otherwise permitted hereunder may remain within a Building erected on a Unit for no more than six (6) weeks after birth; provided that such right shall not be deemed to authorize or permit the use of a Unit for

commercial purposes for the breeding of any animal. In no event shall any pet be permitted in any outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Development. No lines, chains, doghouses or other pet shelters shall be permitted on any portion of a Unit. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his animal to disturb any other Unit Owner. If any pet becomes a nuisance to any of the Unit Owners, then upon written application to the Association by any Member, a hearing shall be held by the Board of Directors and, if a majority of the Board of Directors shall so vote, the Unit Owner owning such pet(s) shall be required to remove the pet permanently from the Development within fifteen (15) days after written notice of the decision of the Board of Directors. No chickens, ducks, geese, turkeys, pigs and other farm animals, snakes or other reptiles and/or insects such as bees may be kept in the Development. Each Unit Owner pet owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his or her pets. The Association is hereby authorized to designate specific areas where pets may be walked and to prohibit pets on other areas and to restrict the rights of anyone in the Development to keep pets. All Unit Owners keeping pets must comply at all times with any ordinances adopted by the Municipality with respect to the keeping of pets.

6.1.14 Temporary Structures; Camping. The Association, or Declarant during the Declarant Control Period, may permit the use of tents, trailers and other temporary buildings anywhere in the Development subject to regulation by the Design Code. Reasonable, occasional use of tents for festive occasions and children's backyard camping are a part of life and should be enjoyed. No other use of tents or camping is permitted within the Development. The Design Code may prohibit or regulate all other construction trailers, tents, sheds or other structures of a temporary character that are visible from outside a Building.

6.1.15 Fences. No fence shall be erected on any Unit without the prior written consent of the Design Review Committee, and no fence shall be built to a height greater than six feet (6') unless required by the ordinances of the Municipality, Allegheny County, and approved as to aesthetics by the Design Review Committee.

6.1.16 Antenna; Satellite Dish. No radio or television aerial, antenna, wiring and/or satellite dish nor more than one such accessory, shall be installed on any Unit without the written consent of the Declarant or the Association upon the expiration of the Declarant Control Period, and only satellite dishes less than 18" in diameter are eligible for consideration. The Association may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the improper installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

6.1.17 Rules and Regulations. The Association may from time to time adopt, or amend previously adopted, Rules and Regulations governing the details of the operation, use, maintenance and control of the Units and any facilities or services made available to the Unit Owners. This right shall include without limitation the right to approve rental agents, contractors and sub-contractors who do business within the Development.

(i) Rules and Regulations adopted by the Board of Directors shall take effect immediately upon approval, or at a later date selected by the Board or Directors. Any Rule and Regulation not contained in this Declaration may be repealed at any regular or special meeting of the Association pursuant to its Bylaws.

(ii) A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Development and furnished to each Unit Owner.

(iii) Enforcement.

(A). Each Unit Owner, resident and occupant of the Development, and their respective family members, guests, invitees and tenants shall conform and abide by this Declaration and any rules and regulations which may be in effect from time to time, and the Association through its Board of Directors, the Design Review Board, or Covenants Committee, if one is appointed, is hereby authorized to enforce all rights and obligations contained in this Declaration. All Unit Owners and others owning or controlling a portion of the Development shall be responsible for assuring such compliance, and any violation by a family member, guest and/or tenant shall be considered to be a violation by the Unit Owner or other Person owning or controlling a portion of the Development.

(B) Any Unit Owner, resident, occupant or Person that owns or controls any portion of the Development alleged to be in violation of this Declaration or the Rules and Regulations then in effect shall be given notice and an opportunity to be heard by the Board of Directors, Design Review Board, or the Covenants Committee, if one is appointed as hereinafter provided. If such Person is found to be in violation at such hearing or fails to appear, the Association shall have the right to assess fines, up to the maximum allowed by law for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Board of Directors, Design Review Board or Covenants Committee, as applicable, may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Unit as a Special Assessment, and shall be billed to other Persons as a contract cost hereunder. Any fines collected shall be contributed to the general fund of the Association.

(C) After notice and hearing, if the Association finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance, it may require the pet owner to take steps to cure or limit the offensive condition. If such steps are ineffective, and/or if the pet owner fails to cooperate and/or if the pet is considered to create an unsafe condition, the Association may require that the pet owner permanently remove the pet from the Development.

(E) The Association may appoint a Covenants' Committee, composed of such persons within the Development as the Board of Directors believes appropriate to hear violations of the Declaration or Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Article 6.

(F) All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Declaration and rules and regulations, as described in Section 13.2 ("Enforcement of the Declaration").

ARTICLE 7

DEVELOPMENT PLANNING AND ADMINISTRATION OF DESIGN CODE

7.1 Applicability. Any modification of the design of the original Building or landscaping on any Lot within the Development shall be subject to the prior review and approval of the Design Review Committee.

7.2 Town Architect. The Declarant shall have the right to appoint, or to serve as, a Town Architect. If other than the Declarant, the Town Architect shall have a professional degree in architecture or urban design from an accredited university, or shall have comparable qualifications. The Town Architect does not, however, need to be licensed to practice in Pennsylvania.

7.3 Design Review Board. The Design Review Board shall have a minimum of three members as follows:

7.3.1 Town Architect. The Town Architect, if appointed, shall serve on the Design Review Board or, in the alternative, the Declarant shall select an architect, landscape architect or urban designer, qualified in the same manner as the Town Architect.

7.3.2 Additional Members. At least two (2) individuals, selected by the Declarant, shall serve at the Declarant's pleasure, during the Declarant Control Period.

7.3.3 Association Role. After the expiration of the Declarant Control Period, the number and membership of the Design Review Board shall be determined by the Association.

7.4 Design Code. The Declarant has established the Design Code, which comprises the following, all as may be amended from time to time:

7.4.1 The Plans are to be used as a guide for the general location of public and private improvements;

7.4.2 The Municipality Zoning Ordinance, which establish setbacks, lot coverage and other similar matters;

7.4.3 The architectural regulations, which guide the design of Buildings and describe the materials of which Buildings may be constructed; and

7.4.4 Grading and landscape regulations, which regulate all earth-moving of any type, all erosion control and stormwater detention, irrigation, and the planting of new trees and plants.

7.4.5 Architectural review procedure with forms, which describes the review process for compliance with all of the above.

The Declarant, during the Declarant Control Period, and the Board of Directors thereafter, may revise any part of the Design Code from time to time to recognize the development of new and improved materials and techniques, to comply with governmental regulations, and to recognize changing land use conditions over time, both from within and outside the Development.

7.5 Environmental Controls. Under the Consent Order, the Declarant during the Declarant Control Period and the Association thereafter must administer and enforce the following restrictions:

7.5.1 The conduct of all activities upon, and the use, improvement and maintenance of all land within the Development, must strictly conform to and follow the Final Cover Plan established by the Consent Order.

7.5.2 No one shall use ground water for any purpose.

7.5.3 No one shall remove the Final Cover as that term is defined in the Consent Order except in accordance with the Final Cover Plan. The Association shall maintain the Final Cover in accordance with the Final Cover Plan.

7.6 Review Procedure.

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

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

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

7.6.4 Variances. The Design Review Board may grant variances from the Design Code based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

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

7.6.6 Governmental Compliance. Unit Owners of any portion of the Development are responsible for making sure that construction on their respective properties conforms to governmental regulations and all local building codes. If the Design Review Board notes noncompliance, the Unit Owner shall be required to make the necessary changes. However, except for the Environmental Controls set forth above, the Design Review Board is not responsible for compliance with governmental requirements.

7.7 Enforcement.

7.7.1 Fines. The Design Review Board may require the builder, Unit Owner to post a deposit from which the Design Review Board may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

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

7.7.3 Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines by the Association, review by the Municipality, and the review may include a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Board or Municipality, a combination of trees totaling the caliper of the removed tree. Fines by the Association shall be set by the Design Review Board, and all municipal fines and remedies shall comply with the ordinances and regulations of the Municipality.

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

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

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

ARTICLE 8 **EASEMENTS**

8.1 Easements in Favor of the Association. The Declarant hereby reserves for itself during the Declarant Control Period and the Association thereafter and its assigns the following easements, which shall benefit the Development:

8.1.1. Utility Easements. A blanket easement upon, across, over, through, and under all and any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb the right of quiet enjoyment to be provided to each Unit Owner and other Person owning a portion of the Development.

8.1.2 Drainage, Erosion Controls. A blanket easement and right on, over, under and through the Property to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Declarant or Association, as appropriate, shall notify affected Unit Owners or other Persons (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

8.2 Relationship between Lots.

8.2.1 Intent. The design for the Development is intended to maximize land usage and sense of community by providing gracious squares and parks while offering small but private yards for individual use. As provided by the Design Code, certain Buildings within the Development may be attached, such as townhouses, paired homes or manor flats, or may be detached but placed on or near the property line of that Lot. The easements in this Section 8.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may designate portions of some Units as Controlled Facilities, and may adopt rules and regulations for maintenance, repair, replacement and use of Controlled Facilities, easement areas and shared improvements that shall be applied uniformly to all Units similarly configured.

8.2.2 Lot Lines. Except for actions by the Declarant or its assigns, Lots may not be subdivided or separated into smaller Lots, and no portion of a Lot may be separately conveyed. However, this shall not prohibit corrective deeds or similar corrective instruments. Declarant or its assigns may also redefine boundaries of Lots pursuant to §5214 of the Act.

8.2.3 Structural Party Walls for Units. Each Unit Owner grants to adjacent Unit Owner(s) of each adjacent Unit the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Unit Owner whose Building contains such surface, unless designated as Controlled Facilities. If not designated as Controlled Facilities, each Unit Owner shall be liable and responsible if, in connection with that Unit Owner's use and maintenance of the party wall, the Unit Owner damages the adjacent Unit Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Unit Owners if not Controlled Facilities.

8.2.4 Exterior Walls along a Lot Line. An exterior wall that supports the Building on only one Lot, or that encloses a courtyard on one Lot, shall not be considered a party wall. The Association may adopt Rules and Regulations concerning use and maintenance of such walls or they may be designated as Controlled Facilities. If not designated as Controlled Facilities, the Rules and Regulations may assign responsibility between the adjoining owners for painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Design Code.

8.2.5 Yard Easements. To make the most efficient use of narrow lots, some residential Buildings may be constructed with one wall of the Building forming a privacy wall. As further regulated by the Design Code, privacy walls may be solid or may have obscuring glass, such as glass block, or a portion may be clear glass windows that are placed no closer than seven feet (7') from the floor levels of each floor in the Building. Any modification to the privacy wall must comply with the Design Code. Where residential Buildings are constructed in such a manner, it is intended that the yard adjacent to the privacy wall be available to the adjoining Unit Owner as an extension of that yard. Subject to regulation under the Design Code, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place decks or patios and other fixtures (but not a primary structure) upon the easement area. The owner of the privacy wall may enter during reasonable times to maintain the privacy wall but shall not otherwise use the portion of the yard that is subject to the easement. The Design Review Board shall determine the boundaries of the privacy yard easement.

8.2.6 Roof Overhang; Footings. For certain Building types that are to be built along a Lot line, the Design Code may permit roofs, gutters, soffits and downspouts of a Building to overhang the Lot line on which the Building is located, and may allow footings and rain leaders to intrude below the surface of the same Lot line. To the extent allowed by the Design Code and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

8.2.7 Townhouse or Row House Roof. If a townhouse, or row house wall or parapet is constructed on a Lot along or very near the Lot line, the Unit Owner of the Building to be constructed on the adjacent property shall have the right to flash into the existing Building, in accordance with industry standards and in order to make the new Building watertight. This right shall include the right to make minor cuts on the existing Building and to secure flashing or other materials to the existing Building, so long as the structural integrity and water tightness of the existing Building is not impaired. The cost for flashing shall be incurred by the Unit Owner of the new Building, but the maintenance of this connection shall be a shared expense between adjacent Unit Owners.

8.3 Easements in Favor of Declarant. The easements provided by this section are intended to permit the Declarant to continue and complete construction of the Development. Furthermore, the Development is intended to follow design principles that allow interconnectivity of streets with neighboring communities. Accordingly, the Declarant hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Development (including property separated from the Development by a public road), whether or not such properties are developed as part of the Development:

8.3.1 Utility Easements. A blanket easement upon, across, over, through, and under all and any of the Property for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or

communication lines and other equipment. By virtue of this easement the Declarant, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb the right of quiet enjoyment to be provided to each Unit Owner, resident or occupant of the Development.

8.3.2 Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Development to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity that exercises this easement shall be responsible for notifying the affected Unit Owners, resident or occupant of the Development (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Declarant and shall not be construed to obligate Declarant to take any affirmative action to correct conditions.

8.3.3 Party Wall Encroachments. Party walls in attached Units are intended to be constructed so that the Lot line forms the center line of the wall. To take into account deviations which may occur in the course of construction, the Declarant reserves for itself, its successors and assigns as well as the Unit Owners on either side of the wall a perpetual easement for any encroachment by a party wall upon an adjacent Lot due to errors of survey or construction.

8.3.4 Maintenance of Bioretention Systems and Controlled Facilities. An easement for maintenance, repair and replacement of the Bioretention Systems and Controlled Facilities, at the Declarant's discretion and to the extent reasonably necessary, over any Lot and Unit for maintenance of the Bioretention Systems and Controlled Facilities.

8.3.5 Continued Construction. To the extent reasonably necessary, an easement over, under and through all roadways in the Development until dedicated to and accepted by the Municipality, for construction equipment and any other purpose related to continued construction of any Property within the Development.

8.4 Reservation of Exclusive Easements. Declarant hereby reserves for itself and its successors and assigns exclusive easements within all of the Development:

8.4.1 For installation, replacement, repair and maintenance of cable and fiber optic systems. By virtue of this easement Declarant, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb any Unit Owner's, occupant's or tenant's right of quiet enjoyment of his or her Unit or living space.

8.4.2 For the construction and maintenance of a sales office, a management office and an unlimited number of models within the Development. These facilities

may be located on any Lot or in any Unit in the Development and may be relocated from time to time at the Declarant's discretion. The sales office, management office and models may be owned by different entities, including builders and other entities that are unrelated to the Declarant. Subject to state law and local ordinances, the Declarant or its assigns may maintain signs on any Lot serving as the sales office, management office and models advertising the Development.

8.5 Commercial Use of Images. The Declarant, during the Declarant Control Period, and thereafter the Association, reserves the following rights:

8.5.1 Property. The exclusive right to grant permission for any exterior portion of the Property that can be viewed from a public right of way to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods), without the consent of or payment to any Unit Owner, occupant or tenant of any portion of the Development; and

8.5.2 Unit Owners. The above right is not intended to prevent any Unit Owner from granting independent permission for any part of the Development owned exclusively by that Unit Owner, in which case the consent of the Declarant and/or the Association shall not be required.

ARTICLE 9 SELLING AND LEASING UNITS AND OTHER PORTIONS OF THE DEVELOPMENT

9.1 Transfer of Units. If a Unit Owner transfers all of his or her ownership in a Unit, the transfer automatically includes the membership in the Association appurtenant to that Unit.

9.2 Leasing of Units. The leasing of a Unit does not affect the liability of the Unit Owner with respect to obligations under this Declaration, the By-laws and any Rules and Regulations promulgated, from time to time, by the Board of Directors.

9.3 Resale of Units and Other Portions of the Development: Mandatory Disclosure to Purchaser(s).

9.3.1 Mandatory Disclosures. Any Unit Owner of a portion of the Development selling his or her Unit or portion of the Development shall furnish to the purchaser, before execution of any contract for sale, as to a Unit, a Resale Certificate prepared executed by the Association, containing the requirements of § 5407 of the Act, and a copy of the Consent Order.

9.3.2 Association's Obligation To Cooperate. The Association must fully cooperate in the preparation and delivery of the Resale Certificate and/or Consent Order and shall furnish the Unit Owner with a Resale Certificate and/or Consent Order, as applicable, within ten (10) days after receipt of a written request. The Association may assess the

reasonable cost of the preparation of the Resale Certificate and/or Consent Order, and require the payment established for preparation and delivery of the Resale Certificate and/or Consent Order prior to delivery.

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

9.3.4 Purchaser's Liability. A purchaser is not liable for any unpaid assessment or fee larger than the amount set forth in the Resale Certificate prepared by the Association.

ARTICLE 10 **INSURANCE**

10.1 Directors Liability Insurance. The Association shall obtain, upon formation, Directors and Officers Liability Insurance insuring the directors and officers of the Association from liability for their acts and omissions related to their service as officers and/or directors of the Association unless such action or inaction is determined to have constituted willful misconduct, self-dealing or recklessness. The coverage amount will be \$100,000 per director and/or officer unless the Board of Directors, after consultation with an insurance agent, determines another coverage amount should be obtained. The cost of such insurance shall be a Common Expense.

10.2 Other Coverage. The Board of Directors shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority vote of the Members.

10.3 Unit Damage. Unit Owners shall maintain insurance on any Building erected on their Lot for the full replacement value of such Building(s). If such Building is damaged or destroyed, in the discretion of the Unit Owner, such Building shall (i) be repaired or replaced promptly unless repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) be removed from the Lot and the Lot restored to its pre-construction condition, with the exception that all landscaping required under the Plans and/or this Declaration shall be replaced and thereafter maintained.

10.4 Costs Exceeding Insurance Proceeds. The cost of repair or replacement of the Improvements on any Unit in excess of insurance proceeds is an expense of the Unit Owner. The Unit Owner's insurance policies shall list the Association as an additional insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been sent to the Association. If the Unit Owner does not promptly repair or

replace the Improvements on his/her/its Unit required to be repaired or replaced, or remove all damage from the Unit and restore the balance of the Unit to its pre-construction condition, and replace all damaged landscaping and thereafter maintain the same, the Association shall have the right to enter the Unit and remove all damage and restore the balance of the Unit to its pre-construction condition, replacing all landscaping and thereafter maintaining the same, with the costs of all such work and maintenance by the Association being charged as a Special Assessment against the Unit Owner.

ARTICLE 11 **LIMITATION OF LIABILITY**

11.1 Standard of Conduct.

11.1.1 In the performance of their duties, the officers and members of the Board of Directors shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

11.1.2 In discharging the duties of their respective positions, the Board of Directors and officers of the Association may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Development is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

11.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a member of the Board of Directors or officer of the Association or any failure to take any action shall be presumed to be in the best interest of the Association.

11.2 Good Faith Reliance. In performing his or her duties, an officer or member of the Board of Directors 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 any of the following:

11.2.1 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.

11.2.2 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 such person.

11.2.3 A committee of the Board of Directors upon which he or she does not serve, duly 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.

An officer or member of the Board of Directors shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

11.3 Limited Liability. No member of the Board of Directors or officer of the Association, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action except in cases of willful misconduct, recklessness or self-dealing; provided, however, that the provisions of this Section 11.3 shall not apply to the responsibility or liability of a Board of Directors member or officer pursuant to any criminal statute, or to the liability of a Board of Directors member or officer for the payment of taxes pursuant to local, state, or federal law.

11.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Board of Directors, in his or her capacity as a member of the Board of Directors, officer and/or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he may become involved by reason of his or her being or having been a member of the Board of Directors and/or officer of the Association, or any settlement of any such proceeding, whether or not he or she is a member of the Board of Directors, officer or both at the time such expenses are incurred, except in such cases wherein such member of the Board of Directors and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he or she is then a member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such member of the Board of Directors and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a General Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such member of the Board of Directors and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by a member of the Board of Directors or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the member of the Board of Directors or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

ARTICLE 12
MORTGAGEE RIGHTS

12.1 Rights of Mortgagee. The holder of a first mortgage upon any portion of the Property properly recorded in the Department of Real Estate Records of Allegheny County, Pennsylvania, upon written request to the Association (stating the name and address of such holder, a description of the portion of the Property on which the mortgage exists, the duration of the mortgage and the recording information) shall be entitled to timely written notice of:

12.1.1 Any proposed amendment of this Declaration;

12.1.2 Any proposed termination of the Association; and

12.1.3 Any default under this Declaration which gives rise to a cause of action by the Association against a Unit Owner subject to the mortgage of such holder, which default is not cured within sixty (60) days.

12.2 Such mortgagee shall also be entitled, upon reasonable notice to the Association, of a statement evidencing the status of all Assessments, and Special Assessments due the Association on the portion of the Property governed by the mortgage.

ARTICLE 13 **GENERAL PROVISIONS**

13.1 Interpretation and Enforcement. In case of uncertainty as to the meaning of any article, section, paragraph, sentence, clause, phrase or word in this Declaration, the good faith interpretation of the Board of Directors shall be final and conclusive on all interested parties.

13.2 Enforcement of Declaration.

13.2.1 Enforcement. Suit may be brought against any Person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Declarant or any Unit Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board of Directors shall be empowered to bring suits on behalf of the Association.

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

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

13.3 Beneficiary Status. Declarant shall be a beneficiary of this Declaration irrespective of whether Declarant is a Unit Owner within the Development. The Declarant and each Unit Owner shall have the right to enforce, according to the procedures described in herein, all covenants, conditions, restrictions, easements, charges and liens now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant and/or by any of the above-named Persons to enforce any covenant or restriction contained herein and/or in the Declaration shall in no event be deemed a waiver of such right or rights.

13.4 Arbitration. Any controversy which may arise between the Declarant and/or Unit Owners, occupants or tenant of the Development and/or between any of them and the Association relating to the Declaration or the subject matter hereof shall be resolved by arbitration; except if, in the sole discretion of the Association, injunctive relief is required. Accordingly, all such controversies which cannot be resolved amicably by the Declarant and one or more Unit Owners, occupants or tenants of any portion of the Development or between one or more of those Persons and any other of those Persons and not involving the Declarant and/or Association which is not the subject of a request for injunctive relief by the Association, shall be resolved by submitting such controversies to the American Arbitration Association for arbitration by a single arbitrator as provided herein under the terms of the Uniform Arbitration Act as adopted in Pennsylvania. If any such controversy shall hereafter arise, any party may give written notice of its desire for arbitration to the other party/parties. The arbitration shall be conducted in Pittsburgh, Pennsylvania in accordance with the provisions of the commercial arbitration rules of such American Arbitration Association. Any decision of such arbitrator(s) shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

13.5 Strict Compliance. Each Unit Owner, resident or occupant of any portion of the Development shall comply strictly with this Declaration as the same may be lawfully amended from time to time, and with the covenants, conditions, restrictions, easements, charges and liens as recorded and/or in the deed to its Lot. Failure to comply with any of the same shall be grounds for enforcement of the same by Declarant and/or any other Unit Owner and/or the Association as provided herein on behalf of all such Persons and/or the Association.

13.6 Severability. Invalidation of anyone of the covenants or restrictions herein by decision of the arbitrators, or in the case injunctive relief is sought as provided in this Declaration, a court of competent jurisdiction, shall not affect any other provisions, which shall remain in full force and effect.

13.7 Duration. Unless otherwise provided herein, each of the easements set forth herein shall be perpetual. The covenants, conditions and restrictions contained herein shall be binding on the undersigned and all persons claiming under them until termination of this Declaration except that Declarant shall have no further rights, duties or obligations hereunder upon the conveyance by the Declarant, in the ordinary course of business, of all of its ownership interest in the Property to Persons other than the Declarant. These Covenants shall have an initial term of twenty (20) years and shall be automatically extended for successive periods of ten (10) years unless all Members agree in writing that upon the expiration of the original term or any extension thereof, this Declaration shall terminate.

13.8 Amendment or Termination. Until the expiration of the Declarant Control Period specified above, Declarant reserves to itself the sole and exclusive right to amend or modify the terms of this Declaration, subject to the restrictions contained herein. After the expiration of said Declarant Control Period, the Declaration may only be amended or modified by writing executed by Persons representing no less than sixty-seven percent (67%) of the votes of the Members of the Association, PROVIDED, HOWEVER, that no such amendment shall disturb any easement. Each Amendment shall be effective upon its recording.

13.8.1 Unanimous Consent. Unless expressly permitted or required by other provisions of the Act or this Declaration, no amendment may increase the number of Lots or change the boundaries of any Lot or voting rights of a Unit in the Association, or the uses to which any Lot is restricted, except with the unanimous consent of all Members affected.

13.8.2 Technical Corrections. The Board of Directors may amend this Declaration without the approval of any other owner of a portion of the Property, or the holders of liens, if, in the judgment of the Board of Directors and the opinion of independent legal counsel, the amendment is necessary to do any of the following:

- i) cure an ambiguity;
- ii) correct or supplement any provision of the Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration or with the applicable provisions of the Act; or
- iii) conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in planned community or so-called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

13.8.3 Declarant Rights. Declaration provisions pursuant to which any special declarant rights have been reserved to a Declarant shall not be amended without the express written joinder of the Declarant in such amendment.

13.8.4 Termination. This Declaration may be terminated at any time by the consent in writing of all Members of the Association.

13.8.5 Recording. Any amendment or termination of this Declaration shall take effect upon recording in the public records of Allegheny County.

13.9 Notice. Any notice required hereunder shall be given in writing delivered to: (i) the Declarant c/o Kacin Companies, Inc., 3875 Old William Penn Highway, Murrysville, PA 15668-1842; (ii) any Unit Owner, resident or occupant of any portion of the Development, at his or her address within the Development or at such address obtained at the closing or otherwise provided for the purpose of receiving notices; and (iii) to the Association at its registered office identified in the Organizational Documents. Any such notice shall be either hand delivered or delivered by certified mail, return receipt requested, or overnight delivery service with confirmation of delivery required. Such notice shall be deemed to be effective on the day of receipt.

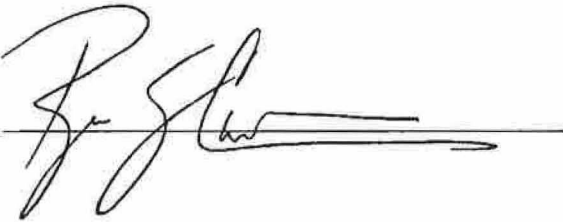
13.10 Governing Law. This Declaration shall be governed by the laws of the Commonwealth of Pennsylvania.

13.11 Usage. When used herein, the singular shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

13.12 Headings. The headings contained herein are for convenience only, and shall not affect the meaning or interpretation of this Declaration.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Covenants, Conditions and Restrictions for Edgewater and has caused this Declaration to be executed as of the day and year first above written:

WITNESS:



EDGEWATER PROPERTIES, L.P.
a Pennsylvania limited partnership

By: Kacin Companies, Inc., General Partner



A. Richard Kacin, President

Commonwealth of Pennsylvania)
)
County of Allegheny:) SS:
Westmoreland

On this *1st* day of *Feb.*, 2011, before me, a Notary Public the undersigned officer, personally appeared A. Richard Kacin, who acknowledged himself to be the President of Kacin Companies, Inc., General Partner of Edgewater Properties, L.P., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My Commission Expires:

Audrey M Ferris

Notary Public

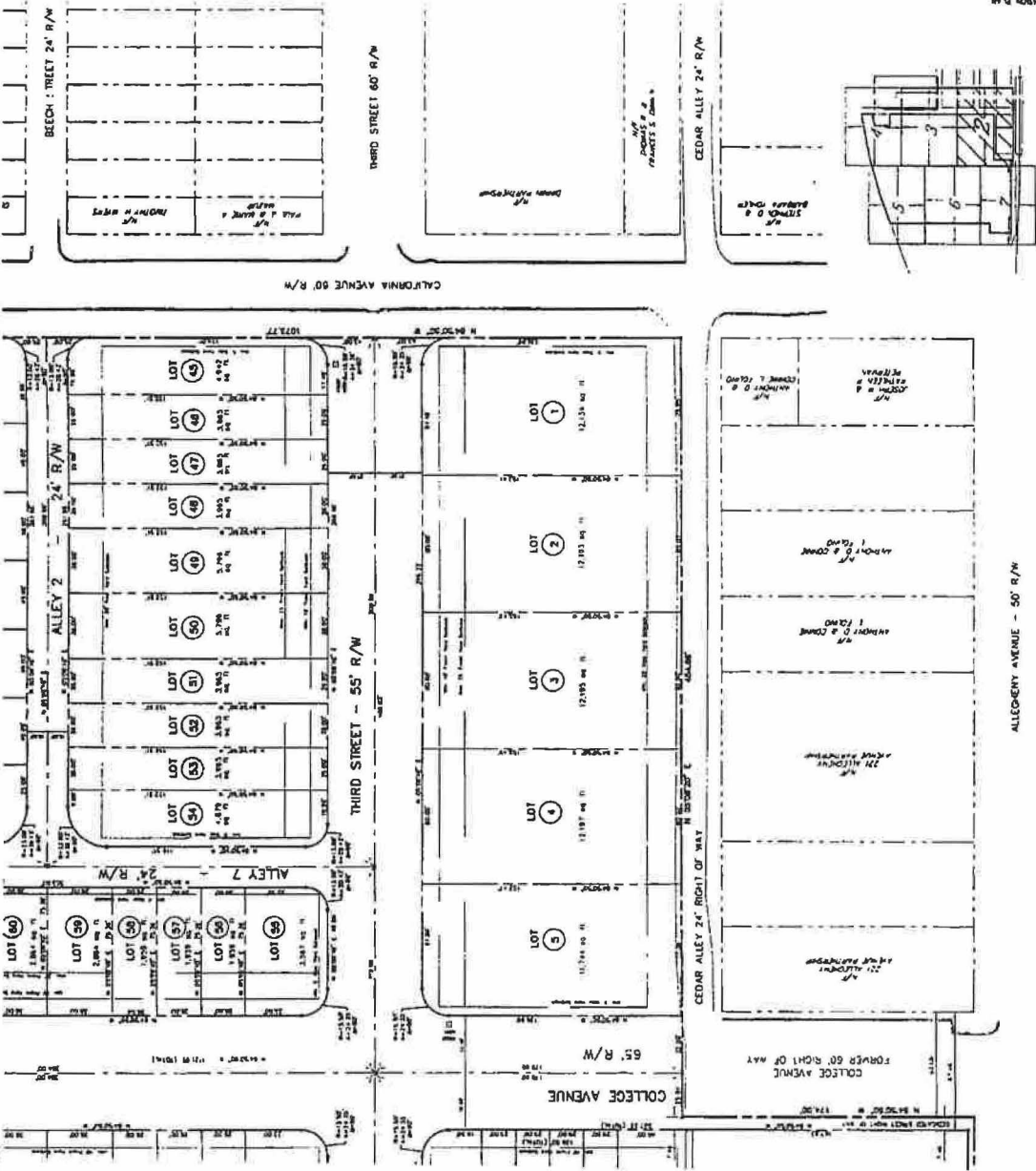
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Audrey M. Ferris, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires April 24, 2013
Member, Pennsylvania Association of Notaries



EXHIBIT "A"

Subdivision

SEE SHEET NUMBER J OF 7



09/09
9724

SEE SHEET NUMBER 6 OF 7

- PROPERTY BOUNDARY LINE
PROPOSED STREET/ALLEY CENTERLINE
PROPOSED LOT LINE
PROPOSED LOT NUMBER
PROPOSED UTILITY EASEMENT
PROPOSED COMPLETELY UNSATURATED TO BE SET AS FUTURE THE RIGHT OF WAY
EXISTING PROPERTY CORNER FOUND
METRIC UNIT

GENERAL NOTES

1. PARCEL "A" (SEVEN MOST PARTS) IS PROPOSED TO BE DEDICATED TO THE BOROUGH OF OAKMONT FOR RECREATION PURPOSES.
2. PARCELS "B" (SEVEN PARCELS) IS PROPOSED TO BE DEDICATED TO THE BOROUGH OF OAKMONT FOR RECREATION PURPOSES.
3. PARCELS "C" (SEVEN PARCELS) IS PROPOSED TO BE DEDICATED TO THE BOROUGH OF OAKMONT FOR RECREATION PURPOSES.
4. PARCELS "D" IS PROPOSED TO REMAIN UNDER PRIVATE OWNERSHIP AND MAY BE REDEVELOPED IN THE FUTURE.
5. PARCELS "E" IS PROPOSED TO REMAIN UNDER PRIVATE OWNERSHIP AND MAY BE REDEVELOPED IN THE FUTURE.
6. THE SEWERAGE SYSTEM AND WATER MAINS ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.
7. THE UTILITIES SHOWN ON THIS PLAN ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.
8. THE UTILITIES SHOWN ON THIS PLAN ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.
9. THE UTILITIES SHOWN ON THIS PLAN ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.
10. THE UTILITIES SHOWN ON THIS PLAN ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.
11. THE UTILITIES SHOWN ON THIS PLAN ARE PROPOSED TO BE RETAINED TO THE BOROUGH OF OAKMONT AND TO BE REDEVELOPED TO ACCOMMODATE PUBLIC UTILITIES.

IN ADDITION, THIS PLAN IS SUBJECT TO THE BOROUGH OF OAKMONT'S ZONING ORDINANCE AND TO THE BOROUGH OF OAKMONT'S SUBDIVISION ORDINANCE. THE BOROUGH OF OAKMONT IS A PLANNED COMMUNITY AS SET FORTH IN THE SUBDIVISION ORDINANCE OF THE BOROUGH OF OAKMONT, PENNSYLVANIA, DATED OCTOBER 12, 2001 AND AS AMENDED THEREAFTER. THE BOROUGH OF OAKMONT IS A PLANNED COMMUNITY AS SET FORTH IN THE SUBDIVISION ORDINANCE OF THE BOROUGH OF OAKMONT, PENNSYLVANIA, DATED OCTOBER 12, 2001 AND AS AMENDED THEREAFTER.

THIS PLAN IS PROPOSED TO BE SET AS FUTURE THE RIGHT OF WAY. THE BOROUGH OF OAKMONT IS A PLANNED COMMUNITY AS SET FORTH IN THE SUBDIVISION ORDINANCE OF THE BOROUGH OF OAKMONT, PENNSYLVANIA, DATED OCTOBER 12, 2001 AND AS AMENDED THEREAFTER.

TABLE OF AREAS

| | |
|---|----------------------|
| LOT AREAS | = 14,747 SQUARE FEET |
| PARCEL A | = 3,781 SQUARE FEET |
| PARCEL B | = 8,817 SQUARE FEET |
| PARCEL C | = 1,963 SQUARE FEET |
| PARCEL D | = 2,080 SQUARE FEET |
| PARCEL E | = 1,937 SQUARE FEET |
| DEDICATED STREET AND ALLEY RIGHT OF WAY | = 10,174 SQUARE FEET |
| TOTAL AREA IN THIS PLAN FOR RECORDING | = 31,113 SQUARE FEET |



TOTAL AREA IN THIS PLAN FOR RECORDING = 31,113 SQUARE FEET.
EDGEWATER PROPERTIES, L.P.
3875 OLD WILLIAM PENN HIGHWAY MURRYSVILLE, PA. 15068-1842

EDGEWATER
B.C. & S. RECORDED MAY 24, 2018
% OF 65 RECORDED MAY 24, 2018

BOROUGH OF OAKMONT
ALLEGHENY COUNTY, PA.

FARMER'S SECURITY, CO., INC.
SCALE 1" = 20'
DATE OF PLAN
MURRYSVILLE, PA. 15068-1842
PROJECT L. RECREATION-PROFESSIONAL LAND SUBDIVISION
DRAWN BY: [Name]
CHECKED BY: [Name]

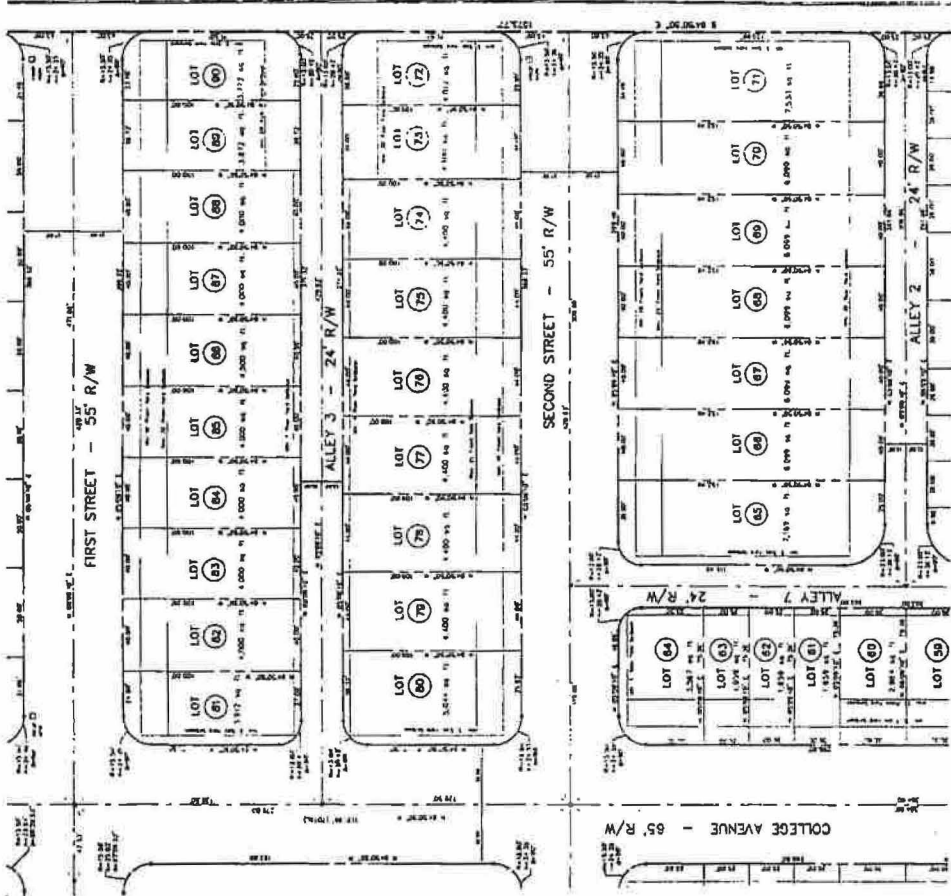
NOTE: SEE SHEET J FOR THE OVERALL LAYOUT OF THE SUBDIVISION.

SEE SHEET NUMBER 6 OF 7

SEE SHEET NUMBER J OF 7

SEE SHEET NUMBER K OF 7

SEE SHEET NUMBER 4 OF 7



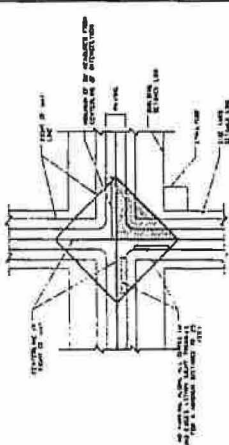
SEE SHEET NUMBER 5 OF 7

SEE SHEET NUMBER 6 OF 7

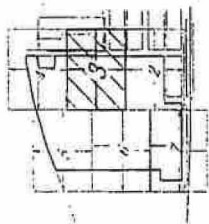
SEE SHEET NUMBER 7 OF 7

07-109
977.4

- PROPERTY BOUNDARY LINE
- PROPOSED STREET/ALLEY CENTERLINE
- PROPOSED LOT LINE
- PROPOSED LOT NUMBER
- PROPOSED UTILITY LOCATION
- PROPOSED PROPERTY EASEMENT TO BE SET BY OTHER PLANS
- EXISTING PROPERTY CORNER FOUND



SITE TRIANGLE DETAIL



KEY MAP
GUIDE TO SHEETS

NOTE: SEE SHEET 2 FOR THE OVERALL BOUNDARY OF THE DEVELOPMENT.

TOTAL AREA BY THIS PLAN FOR RECORDING = 33.6688 ACRES.

EDGEWATER PROPERTIES, L.P.
3875 OLD WILLIAM PENN HIGHWAY MURRYSVILLE, PA. 15688-1842

EDGEWATER

BEING A RESUBDIVISION OF PARCEL B IN THE EDGEWATER STEEL PLAT AS RECORDED PER 747 PA. 19

BOROUGH OF OAKMONT ALLEGHENY COUNTY, PA.

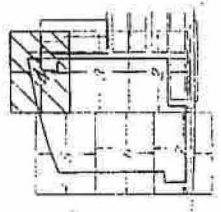
PREPARED BY: **FRANKLIN, MCGRAW-HILL, INC.**
 1100 JEFFERSON AVENUE
 PITTSBURGH, PA. 15226
 DATE OF PLAN: **MAY 13, 2009**
 DRAWN BY: **W. J. HARRIS**
 CHECKED BY: **W. J. HARRIS**
 SCALE: 1" = 20'

GRAPHIC SCALE

GRAPHIC SCALE

1" = 20'

- LEGEND**
- EXISTING BOUNDARY LINE
 - - - - - PROPOSED STREET/ALLEY CENTERLINE
 - - - - - PROPOSED LOT LINE
 - PROPOSED LOT NUMBER
 - PROPOSED UTILITY EXHIBENT
 - PROPOSED PROPERTY CORNER TO BE SET BY SURVEY
 - EXISTING PROPERTY CORNER FOUND



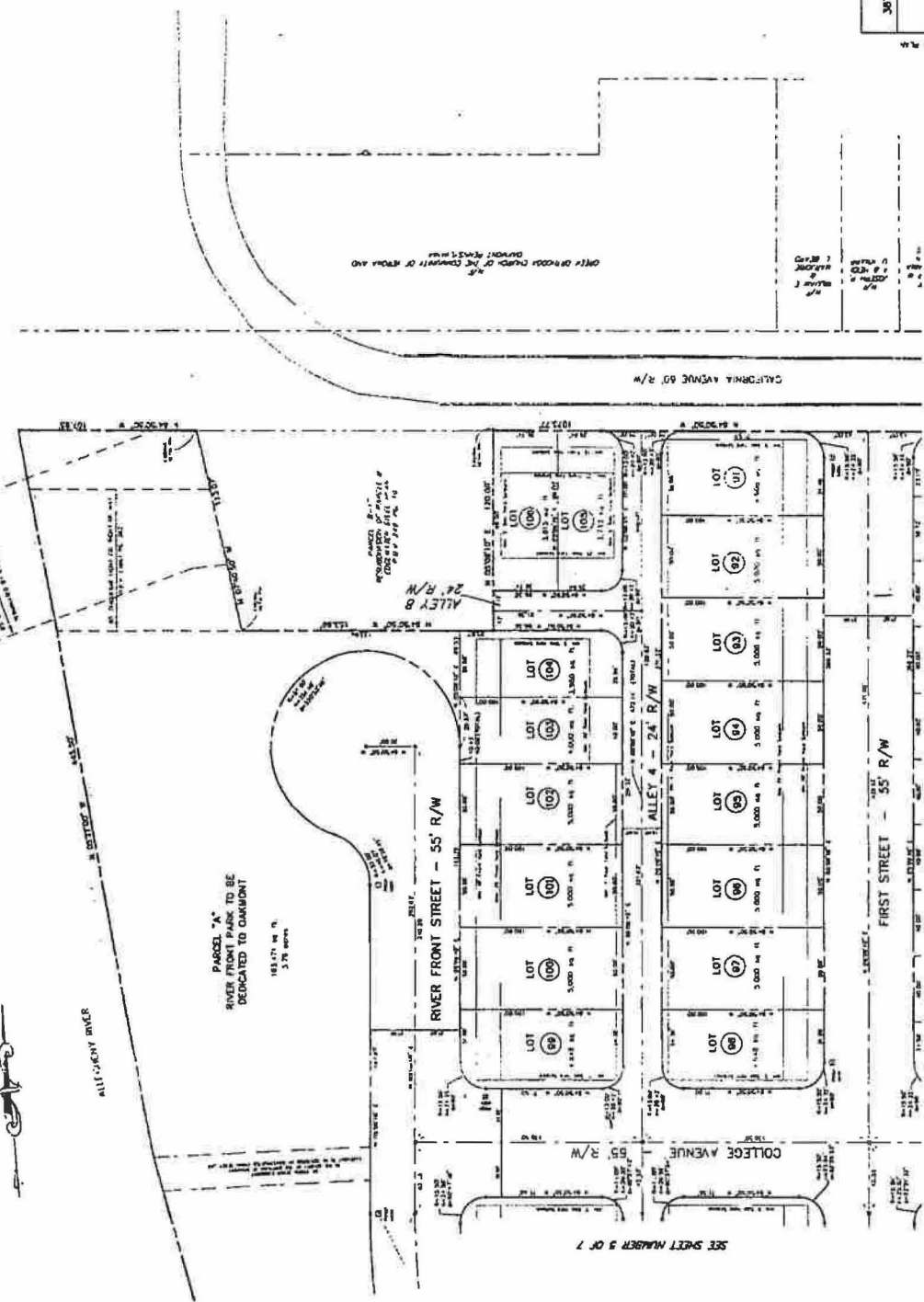
NOTE: SEE S. 2 FOR THE ORIGINAL BOUNDARY OF THE SUBDIVISION



TOTAL AREA IN THIS PLAN FOR RECORDING - 33,8688 ACRES
 EDGEWATER PROPERTIES, L.P.
 3975 OLD WILLIAM PENN HIGHWAY MURRYSVILLE, PA. 15668-1842

EDGEWATER
 BOUNDARY MAP
 ALLEGHENY COUNTY, PA.

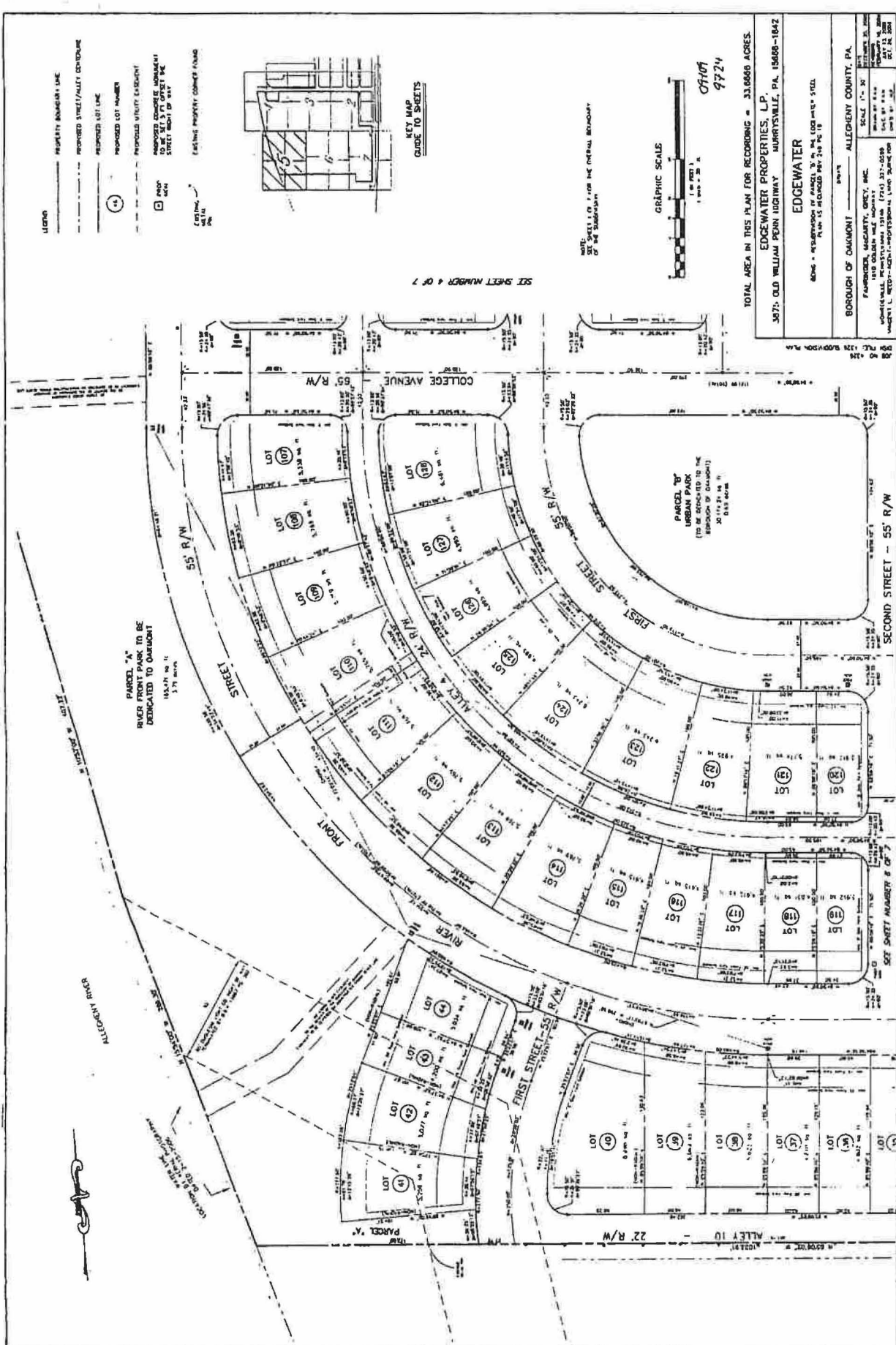
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 SCALE: 1" = 30'



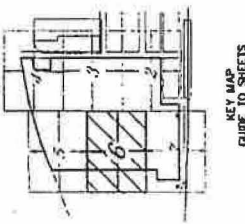
SEE SHEET NUMBER 5 OF 7

SEE SHEET NUMBER 3 OF 7

09-107
9724



- PROPERTY BOUNDARY LINE
- PROPOSED STREET/ALLEY CENTERLINE
- PROPOSED LOT LINE
- PROPOSED LOT NUMBER
- PROPOSED UTILITY ELEMENT
- PROPOSED CONCRETE MONUMENT 10' OR 25' x 12' OFFSET THE STREET FRONT OF LOT
- EXISTING PROPERTY CORNER FOUND



SEE SHEET NUMBER 2 OF 7

SEE SHEET NUMBER 3 OF 7

09-101
9714



TOTAL AREA IN THIS PLAN FOR RECORDING - 33.6668 ACRES

EDGEWATER PROPERTIES, L.P.
3875 OLD WILLIAM PENN HIGHWAY
MURKINVILLE, PA. 15668-1842

EDGEWATER

REC'D & RECORDED OF PARCEL 33 IN THE EDGEWATER ETEL
PLAT IS RECORDED MAY 21ST 1998

BOROUGH OF OAKMONT
ALLEGHENY COUNTY, PA.

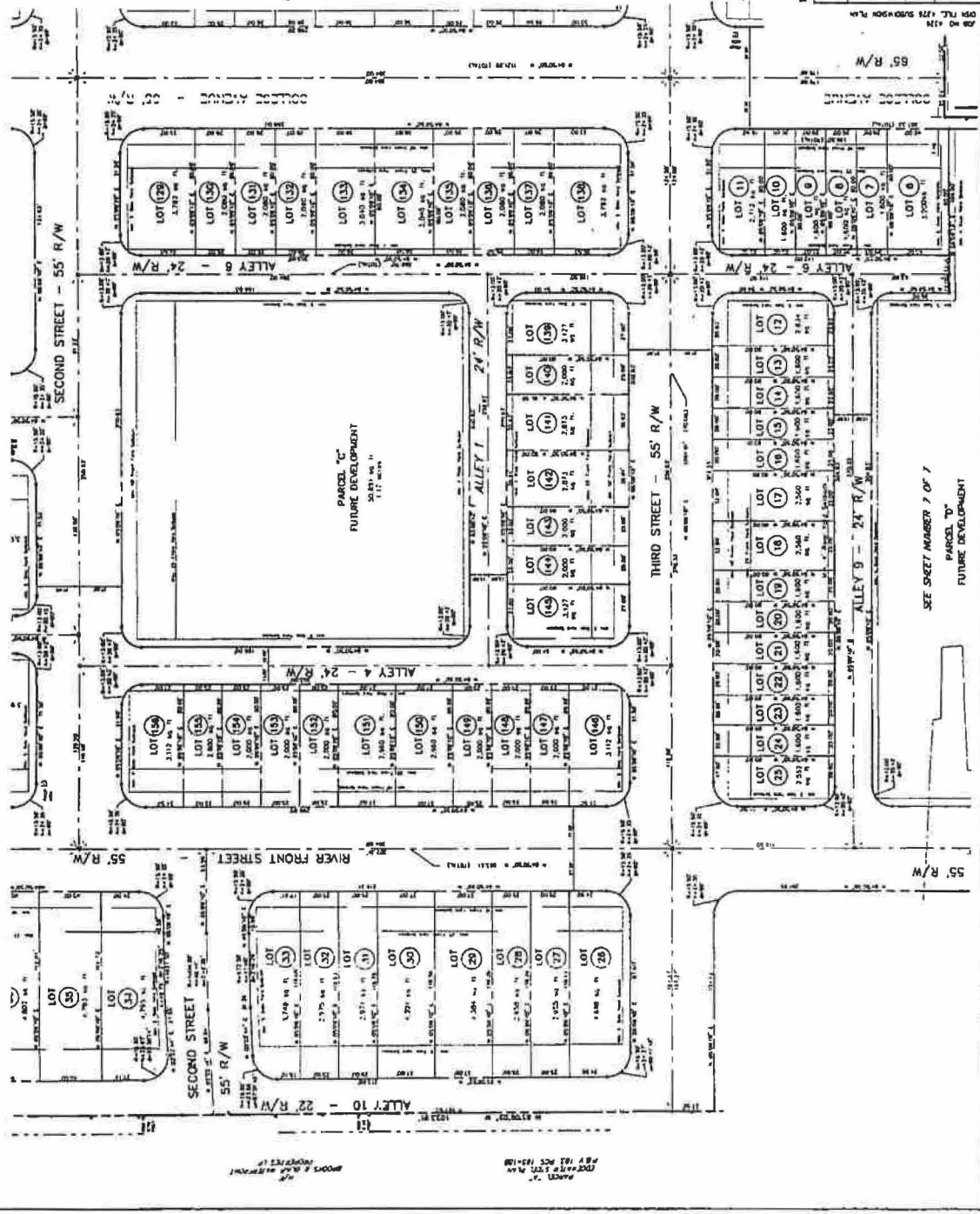
PREPARED BY: P. J. GIBSON, INC.
1510 COLLEGE AVE., WASHINGTON, PA. 15360
PHONE: 724-838-1111
FAX: 724-838-1112

SCALE: 1" = 20'
DATE: 05/11/98
BY: P. J. GIBSON

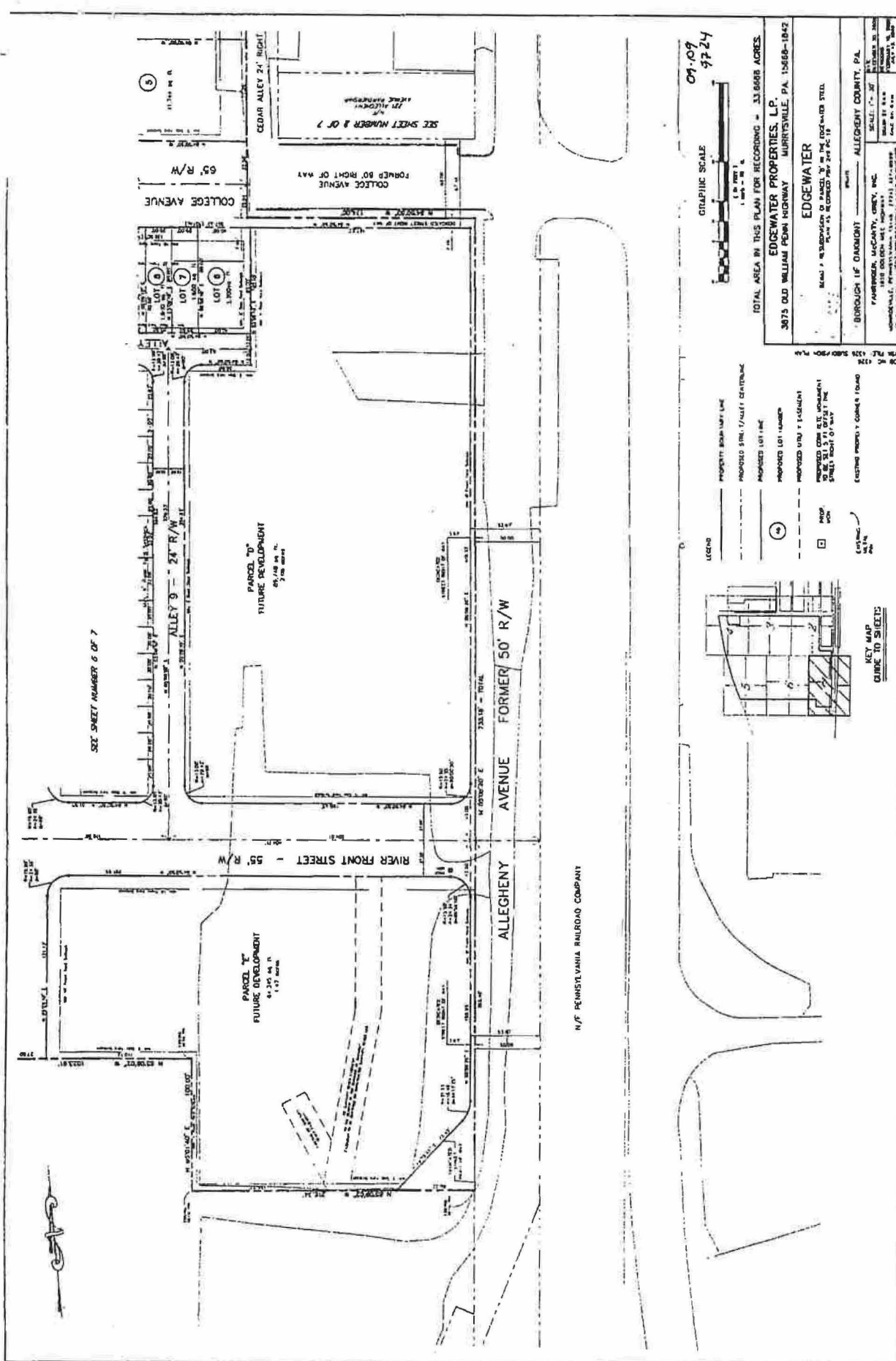
SHEET NO. 6 OF 7

SEE SHEET NUMBER 5 OF 7

SEE SHEET NUMBER 7 OF 7
PARCEL 'D'
FUTURE DEVELOPMENT



DATE: 05/11/98
BY: P. J. GIBSON, INC.
1510 COLLEGE AVE., WASHINGTON, PA. 15360
PHONE: 724-838-1111
FAX: 724-838-1112



SEE SHEET NUMBER 6 OF 7

PARCEL Y
FUTURE DEVELOPMENT
0.74 AC. ±
3.17 ACRES

PARCEL X
FUTURE DEVELOPMENT
1.17 AC. ±
5.17 ACRES

FORMER 80' RIGHT OF WAY

FORMER 110' RIGHT OF WAY

ALLEGHENY AVENUE
FORMERLY 50' R/W

COLLEGE AVENUE
FORMERLY 65' R/W

CEAR ALLEY 24' RIGHT

SEE SHEET NUMBER 2 OF 7

NYP PENNSYLVANIA RAILROAD COMPANY

07-09
9224



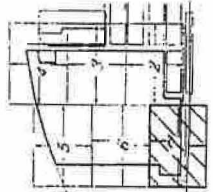
TOTAL AREA IN THIS PLAN FOR RECORDING = 33.8668 ACRES.
EDGEWATER PROPERTIES, L.P.
3875 OLD WILLIAM PERRY HIGHWAY
MURKINVILLE, PA. 15668-1842

EDGEWATER
PLANNED DEVELOPMENT

BOROUGH OF DRACHTMID
ALLEGHENY COUNTY, PA.
PAMPHOLEN, McCARTY, OWEN, INC.
1810 BIRCHMOUNT HIGHWAY
MURKINVILLE, PA. 15668-1842
REGISTERED PROFESSIONAL ENGINEER
NO. 10000
EXPIRES 12/31/2024

SHIRT NO. 7 OF 7
8-3817

- LEGEND
- PROPERTY BOUNDARY LINE
 - PROPOSED STREET/ALLEY CENTERLINE
 - MARKED LOT LINE
 - PROPOSED LOT NUMBER
 - PROPOSED UTILITY EASEMENT
 - PROPOSED CURVE CENTERLINE
 - PROPOSED CURVE RADIUS
 - EXISTING PROPERTY CORNER FOUND



KEY MAP
CURVE TO SHEETS

EXHIBIT A-1

The following Lots in the Edgewater Plan of Lots recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 267, page 83:

Lot Numbers: 6,7, 8, 9, 10, 11, 12, 13, 14,15,16,17,18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156

EXHIBIT A-2

The following Parcels and Lots in the Edgewater Plan of Lots recorded in the Department of Real Estate of Allegheny County, Pennsylvania in Plan Book Volume 267, page 83:

Parcel "C"

Parcel "D"

Parcel "E"

Lot 1; Lot 2, Lot 3, Lot 4 and Lot 5

ND: 4816-4684-1352, v. 1 | 44683-088

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EDGEWATER**

EDGEWATER PROPERTIES, L.P.

EDGEWATER OWNERS ASSOCIATION

Will Call:

**Rothman Gordon, P.C.
310 Grant Street
Third Floor Grant Building
Pittsburgh, PA 15219**

ND: 4829-2784-5122, v. 1 | 49036-024