



## COVENANTS

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THIS DECLARATION OF CONVENTANTS, CONDITIONS AND RESTRICTIONS is made this December 21, 1990 by NEVILLEWOOD ASSOCIATES, L.P., a Pennsylvania Limited Partnership, hereinafter referred to as "Declarant";

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Plan (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Plan. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Plan, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as in now or hereafter subjected to this Declaration.

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Plan thereof, their heirs, successors, successors-in title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. 3101 *et seq.*

## ARTICLE I DEFINITIONS

As used in these Declaration of Restrictions, the following terms shall have the meanings designated:

1.1. "Architectural Control Committee" means the committee of the Homeowners' Association established by By-laws of the Homeowners Association to implement and approve the architectural control provisions under Articles III and V of these restrictions.

1.2. "Architectural Prints" means:

(a) a detailed architectural drawing of the exterior design and details, including roof pitch, of a dwelling and the location, size, design and number of garage doors, decks, porches, patios, driveways;

(b) complete building plan;

(c) complete specifications covering the type, size and quality of interior and exterior (including foundation), structural materials and color of exterior walls, trim, porches, patios, decks and roofs; and

(d) a proposed topographical plot plan showing the location and elevation of the dwelling relative to the lot lines.

1.3. "Association" means the Pennsylvania non-profit corporation know as 'Nevillewood Homeowners' Association, which is a membership corporation established by Declarant at the time of establishment of the plan.

1.4. "Base Assessment" shall mean and refer to assessments levied against all lots in the Plan to fund Common Expenses.

1.5. "By-laws" shall mean and refer to the By-laws of Nevillewood Homeowners' Association, Inc., attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

1.6. "Carriage Home" means any dwelling unit connected by at least one wall to another dwelling unit.

1.7. "Class B Control Period" shall mean and refer to the period of time during which the Declarant is entitled to appoint a majority of the members of the Board of Directors, as provided in Article III. Section A.2., of the By-laws

1.8. "Cluster" means a group of adjacent Lots on which Manor Homes of Carriage Homes are to be constructed designated as a Cluster on a Plan of Subdivision.

1.9. "Cluster Assessment" shall mean and refer to the assessment levied against Lots in particular Clusters as hereinafter described.

1.10. "Common Area" shall be an inclusive term referring to all General Common Area and all Exclusive Common Area, as defined herein.

1.11. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Lot Owners, including the expenses associated with the General Common Area and any reasonable reserve, all as may be founded to be necessary and appropriate by the board pursuant to this Declaration, the By-laws, and the Articles of Incorporation of the Association.

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

1.13. "Country Club" shall refer to the land and facilities adjacent to or in the vicinity of the Plan which is privately owned by Declarant, its successors, successors-in title, or assigns, and which is operated as a country club known or to be known as The Club at Nevillewood with recreational facilities which may include a golf course, a club house, pool, tennis courts and all related and supporting facilities and improvements.

1.14. "Declarant" means Nevillewood Associates, L.P., a Pennsylvania Limited Partnership, its successors and assigns.

1.15. "Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Lots Exclusive Common Areas shall be designated as such on the Plan of Subdivision as recorded for each phase. All cost associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners of Lots in only those areas which are benefited thereby as a Cluster Assessment as defined herein.

1.16. "General Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

1.17. "Golf Course" means the 18 hole golf course running through the Plan known or to be known as The Club at Nevillewood.

1.18. "Landscape Plan" means:

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

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

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

1.21. "Manor Home" means a dwelling unit situated on a Lot designated as such on the Plan of Subdivision for each phase of the Plan.

1.22. "Master Plan" means a dwelling unit situated on a Lot designated as such on the Plan of Subdivision for each phase of the plan.

1.23. "Mortgage" shall mean and refer to a permanent or construction mortgage, a deed of trust, a deed to secure debt, or any other form of security deed, including any collateral security documents executed in connection therewith.

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

1.25. "Mortgagor" shall mean refer to any Person who gives a Mortgage.

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

1.27. "Plan" shall mean and refer to the real property described in Exhibit A attached hereto, together with such additional property as in hereafter subjected to this Declaration by Supplemental Declaration.

1.28. "Plan of Subdivision" means the map or maps of the streets and other improvements to be constructed by Declarant to be submitted to Collier Township for each phase of the Master Plan showing the size and location of each Lot within the Phase and any General or Exclusive Common Area which shall, upon final approval, be recorded with the Recorder of Deeds for Allegheny County, Pennsylvania.

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

1.30. "Supplemental Declaration" shall mean an amendment or

supplement to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

## **ARTICLE II ADMINISTRATION OF RESTRICTIONS**

During the development stage of the Plan, the Class B Member Control Period, Declarant intends to retain control of the administration of these restrictions. Once the class B Control Period terminates, Declarant intends to transfer administration of these restrictions to the Association. Prior to any transfer or assign its rights hereunder, in whole or in part, to any other person. Successors of Declarant shall automatically accede to all rights of Declarant under these restrictions.

Should an Owner violate any of these restrictions, Declarant shall have the right to undertake correction of the violation and the costs incurred by Declarant in doing so shall be immediately due and, if not paid, Declarant may impose a lien of the Owner's Lot until paid and which may be foreclosed in the manner of the foreclosure of a mortgage under the statutes of Pennsylvania.

## **ARTICLE III ARCHITECTURE CONTROL, CONTRACTORS**

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

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

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

**3.3. Construction.** Construction of a dwelling unit must commence within thirty (30) months after a Lot is acquired by the original Owner. Any unrelated Owner other than the original Owner shall complete the design and commence construction of the dwelling within nine (9) months after acquisition of such Lot or the end of the original thirty (30) month period, if later. Construction must be completed within twelve (12) months after a building permit is issued. If construction is not commenced within such thirty (30) or nine (9) month period, as applicable, Declarant may, at its sole option, repurchase such Lot from the Owner for the original purchase price paid by such owner.

3.4. **Discretion.** The extent of discretion reserved to Declarant in approving and rejecting Architectural Prints is broad and will cover not only matters related elsewhere in these restrictions, but other matters deemed by Declarant to be appropriate from time-to-time, including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of house design, exterior material and color treatments, and placements of houses on Lots within the Plan, and to maintain height and view control. Design approval shall take into account not only front elevations, but rear and side elevations as well, with particular attention to aesthetic and subjective considerations relative to dwelling with walk-out lower levels.

3.5. **Contractors.** Only construction contractors who have been approved by Declarant may construct dwelling units in the Plan. If an Owner wishes to use a construction contractor not previously approved by Declarant, such Owner shall submit a portfolio or such contractor's prior projects, or such other evidence of such contractor's capability as Declarant may reasonably request to enable Declarant to determine such contractor's qualifications. Contractors will not be approved for construction in the Plan unless they agree to enter into the same contract and commission arrangement with Nevillewood Realty, Inc. as all other approved contractors. Prior to commencing construction, contractor and Owner shall sign an acknowledgement that they have read and understand the contents of this Declaration.

## ARTICLE IV

### VARIANCES, DETERMINATIONS AND APPROVALS

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

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

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

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

## ARTICLE V

### Landscape Control

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

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

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

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

5.5. **Time.** As a part of construction of a dwelling on any Lot, the Lot shall be landscaped to standards determined by Declarant to be minimally acceptable and, if not completed by occupancy of the dwelling, shall be completed within two (2) months thereafter. For purposes of the preceding sentence, the months of December, January, February and March shall be excluded from calculation of the two-month period, although a landscape plan shall be submitted and approved prior to occupancy.

## ARTICLE VI

### CESSATION OF CONSTRUCTION AND REMOVAL OF UNAPPROVED CONSTRUCTION

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

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

## ARTICLE VII OCCUPANCY

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

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

## ARTICLE VIII ARCHITECTURAL PROVISIONS

8.1. **Type of Use.** Only detached single family residential buildings and multifamily dwellings (Carriage Homes) containing four or fewer unites per building shall be built in the Plan and once built, shall only be used for such purpose, except that Declarant reserves the right to maintain a sale office within the Plan and a "model" home or homes within the Plan.

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

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

8.4. **Dwelling Size.** Dwelling Units constructed on Lots within the Plan shall have a minimum square footage of finished floor

space above street grade, excluding breezeways, porches and garages as determined by Declarant as follows:

<b>Lot Frontage</b>	<b>Minimum Square Footage</b>
120 feet or less	2,500 square feet
121 – 135 feet	2,850 square feet
136 – 150 feet	3,250 square feet
150 feet and above	3,900 square feet

Frontage for corner lots will be indicated on the Plan of Subdivision for each phase. Carriage Homes unites shall have a minimum of 1,800 square feet. Variances will be granted when deemed necessary in Manor Home Areas.

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

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

8.6. **Heights.** Declarant shall determine individual maximum height restrictions on dwellings built on each Lot in the Plan because of the need and desirability to limit and control the height of dwellings. In the absence of a determination to the contrary, no dwelling shall exceed two (2) stories in height, and no portion of any dwelling, other than chimney, shall exceed forty-five (45) feet in height, as measured from the lowest grade adjacent to the dwelling to the highest point of the building, other than the chimney. Dormers on rooflines may be utilized.

8.7. **Roofs.** All roofing must be constructed of material of a quality equal to or better than 280 pound asphalt textured shingles; or other rigid material. Cedar shakes used must be ¾ to 1 ½ inch thick. All roofing materials shall be approved by Declarant. All roofs shall be of at least 9/12 pitch.

8.8. **Soffit and Fascia.** All material used in and the design of soffit and fascia shall be approved by Declarant.

8.9. **Materials** As a part of architectural approval, and to maintain a high quality of construction and appearance within the Plan, Declarant may required that at least sixty-six (66) percent or more of exterior sidewalls of any dwelling, and the entire exposed foundation of any dwelling, be of brick or approved masonry construction. The minimum may be reduced or eliminated by Declarant for dwellings of exceptional design and quality. No aluminum or vinyl siding shall be used in the construction of a dwelling without the prior approval of Declarant.

8.10. **Specifications.** Construction specifications shall mean the following. Footers shall be at least twentyfour (24) inches wide and ten (10) inches high with reinforcing steel bars. An approved system of exterior waterproofing shall be applied to all walls below grade to eliminate hydrostatic pressure. Basement walls must be at least twelve (12) inches thick with reinforcement. Exterior framing walls shall be built to accommodate an insulation factor of at least R-25.

8.11. **Ceilings.** Ceiling insulation shall have an insulation factor of at least R-38. The ceiling heights in all dwellings shall be at

least nine (9) feet on the first floor and eight (8) feet on the second floor.

8.12. **Garages.** Each dwelling constructed within the Plan shall have an attached or integral garage, containing space for a minimum of two (2) vehicles with a minimum of five hundred (500) square feet of floor area, with walls finished with material approved by Declarant. Each dwelling shall also contain a minimum of 300 cubic feet of enclosed area on the ground floor or the garage or immediately adjacent thereto for storage of household tools, supplies and equipment. Automatic door openers shall be installed for all garage doors. Declarant reserves the right to limit the width and number of garage doors for each garage built within the Plan. No detached garage, of any type, may be erected within the Plan. No garage doors shall face the street except for corner Lots or Carriage Homes. Garage doors shall be closed except when in operation.

8.13. **Parking Areas and Driveways.** Outside parking areas other than driveways shall not be permitted. The location of all driveways within the Plan shall be approved by Declarant and shall be located no closer than three (3) feet from any Lot line. All driveways shall be constructed of either concrete (minimum four (4) inches), asphalt (minimum eight (8) inches) or other materials as approved by Declarant. Vehicles shall not be regularly parked outdoors in a position visible to other dwellings.

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

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

8.16. **Swimming Pools and Tennis Courts.** No swimming pool or hot tub shall be constructed on any Lot within the Plan within one hundred (100) feet of the Golf Course and without plans therefore having been approved by Declarant. The plans shall include size, design, location, fencing (or other enclosure) and lighting. Approval or rejection of plans shall be governed by the procedure for approval or rejection of Architectural Prints under Article III. In no event shall a swimming pool be located within fifteen (15) feet of any adjoining Lot, nor shall any such facility be used in a manner to constitute a nuisance to Owners of Lots within the Plan. On account of view considerations, tennis courts shall be prohibited without the consent of Declarant, and any consent shall be subject to approval by Declarant of size, design, location, fencing and lighting.

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

8.18. **Outdoor Lighting, Mailboxes.** The placement and intensity of outdoor lighting, whether for security or ornamentation, other than decorative fixtures erected on dwellings and having a maximum wattage of 150 watts, shall be approved by Declarant. All dwellings shall have one post lamp at the street for the purpose of street lighting, operated by electric eye, in such style as Declarant shall designate. Each dwelling

shall have a minimum of two (2) façade lights operated by electric eye or timer. The style of all post lights and mailboxes shall be determined by Declarant.

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

## **ARTICLE IX HERBICIDE AND FERTILIZER CONTROL**

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

## **ARTICLE X DAMAGED OR DESTROYED BUILDINGS**

Any dwelling or other structure on any Lot in the Plan which may be damaged or destroyed by fire, windstorm or from any other cause, shall be repaired, rebuilt, or torn down and all debris removed and the Lot restored to a slightly condition with reasonable promptness. Declarant may enter on any premises where an excavation, foundation, uncompleted dwelling or other structure has been left without substantial and continuing building progress for more than three (3) months and cause such excavation or foundation to be filled or removed, or such uncompleted dwelling or other structure to be demolished, the expense thereof shall be immediately due and payable to Declarant by the Owner and shall become a lien on a property, and may be foreclosed by Declarant as in the case of the foreclosure of a mortgage under Pennsylvania statutes. Any Lot which becomes vacant as a result of such casualty shall become subject to the purchase option of Declarant described in Article III.

## **ARTICLE XI APPEARANCE OF LOTS AND BUILDINGS**

The Owners of all occupied Lots in the Plan shall keep their premises landscaped and maintain their dwellings in good repair, consistent with the Community Wide Standards in the Plan. Prior to and during the construction of a dwelling on any Lot, the Owner or the Declarant as applicable shall keep and maintain the Lot in a slightly condition consistent with the Community Wide Standards of the development in the Plan, causing weeds and other growth to be cut. Notwithstanding the foregoing, it shall be the obligation of every Owner to prevent accumulations of rubbish and debris on the Lot at all times, including periods of construction. Debris shall be placed in a container during construction, and removed periodically. No construction trailers are allowed on individual Lot for construction of single family homes.

## **ARTICLE XII GRADING, EXCAVATING AND EROSION CONTROL**

The rough grading of each Lot within the Plan will have been established by Declarant by the time of the initial sale of the Lot.

Finished grading shall not be altered substantially therefrom without the approval of Declarant. Once the final grade has been established, no modifications therefrom shall be made without the approval of the Declarant. Any earth removed in grading or excavating shall be deposited at a location designated by Declarant.

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

### **ARTICLE XIII SUMPS FOR STORM WATER**

To preserve the existing water table in the Plan, all detached single family dwellings will be constructed using a single stage rock sump of sufficient size to detain all storm water generated from all roof areas and applicable driveway areas. The proposed size, location and content of each sump shall be submitted to Declarant with supporting data and calculations with the Architectural Prints. Declaration shall make all necessary design and engineering data available to Owner.

### **ARTICLE XIV NUISANCES**

The following shall be considered nuisances and shall not be permitted within the Plan, it being desirable and essential to maintain a high-quality aesthetic living community within the Plan.

- 14.1. The keeping of wildlife, livestock or poultry;
- 14.2. The keeping of any domestic animals by the Owner of any Lot in the Plan other than: (i) animals which are kept exclusively indoors; (ii) no more than two dogs; and (iii) no more than two cats. In no case shall outdoor kennels, pens or runs be maintained for any animal.
- 14.3. Billboards or signs of any type, except signs advertising the sale of Lots, although Declarant reserves the right to install and maintain promotional signs and displays with the Plan during development.
- 14.4. Outdoor tanks for storage of fuel;
- 14.5. Outdoor receptacles for ashes, garbage or refuse;
- 14.6. Burning of garbage, refuse, brush or leaves;
- 14.7. The parking or storage of commercial vehicles, campers, trailers, motor homes, boats, snowmobiles, or other recreational devices unless placed wholly within an enclosed garage.
- 14.8. Exterior television antennae, satellite dish receiver antennae, tower receiver antennae, or communications transmitting or receiving devices of any type.
- 14.9. Pumps or other apparatus to pump water from the lakes adjacent to Lots within the Plan or from underground wells;
- 14.10. On-site exploration or drilling of oil or gas;
- 14.11. On-site exploration or removal of sand, gravel, coal, or other subsurface minerals;

- 14.12. Outdoor clotheslines;
- 14.13. Uncovered metal chimneys;
- 14.14. Vegetable gardens in the front or side yards, or any vegetable garden exceeding 300 square feet;
- 14.15. Operation of snowmobiles, dirt, bike-type motorcycles, or other motorized or alternately powered recreational vehicles, except such other motorized or alternately powered vehicles that may be lawfully operated on public streets;
- 14.16. Windmills;
- 14.17. Airborne vehicles or any type;
- 14.18. Camping;
- 14.19. A home business which causes excessive vehicular traffic in the Plan or which is conducted at a time of day or night in a manner which causes a disturbance or annoyance to residents in the Plan;
- 14.20. The use of privately owned golf carts, other than golf carts owned by The Club at Nevillewood.
- 14.21. The discharge of firearms (the term "firearms" includes, "B-B" guns, pellet guns, and other firearms of all types regardless of size);
- 14.22. The installation of window air conditioning units.
- 14.23. Security Alarms that are not silent when activated

### **ARTICLE XV HOMEOWNER'S ASSOCIATION**

Declarant has established the Association. Copies of the Articles of Incorporation and By-laws of the corporation, which specify the powers and obligations of the corporation, voting rights or its members and administrative structure of the corporation, shall be given to each Owner by Declarant prior to or at closing of the sale of each Lot by Declarant. Declarant reserves the right to amend the Articles of Incorporation and By-laws at any time prior to any Owner other than Declarant becoming a member of the corporation. Upon becoming a member of the corporation, each Owner shall be entitled to vote and be required to pay dues in accordance with the terms of the Articles of Incorporation and By-laws.

### **ARTICLE XVI PROPERTY RIGHTS**

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Access to the County Club is strictly subject to the rules and procedures established by the Members of the Country Club. Except as hereinafter set forth, no Owner or occupant gains any right to enter or to use of the Country Club by virtue of ownership or occupancy of a Lot.

## **ARTICLE XVII MEMBERSHIP AND VOTING RIGHTS**

17.1. **Membership.** Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner whether one (1) or more Persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a member of the Member's spouse, subject to the provisions of this Declaration and the By-laws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-laws.

17.2. **Voting.** The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) **Class "A".** Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under paragraph A hereof; there shall be only one (1) vote per Lot.

In any situation where a Member is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determined among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) **Class "B".** The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-laws, are specified elsewhere in the Declaration and the By-laws. The Class "B" Member shall be entitled to four (4) votes for each Lot Owned by the Declarant.

## **ARTICLE XVIII MAINTENANCE**

18.1. **Association's Responsibility.** The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Areas, including, but not limited to, drainage systems, recreation and open space, estuarine systems, utilities and traffic control devices.

All costs associated with maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated amount all lots as part of the Base Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Areas, if any, shall be a Cluster Expense assessed as a Cluster Assessment solely against the Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

18.2. **Owner's Responsibility.** Each Owner shall maintain his

or her Lot and all structures, driveways and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association as hereinafter set forth. If any Owner thereof as a Maintenance Assessment in accordance with Article XXII of this Declaration; provide, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

## **ARTICLE XIX INSURANCE**

19.1. **Coverage.** The Association's board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the cost of any repair or reconstruction in the event of damage or destruction from an insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and the Owners for all damage or injury caused by negligence of the Association or any of the Owners or their Agents. The public liability policy shall have at least \$100,000 minimum property damage limit.

19.2. **Premiums.** Premiums for all insurance on the General Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment. Premiums for insurance on an Exclusive Common Areas shall be included in the Cluster Assessment of the Cluster benefited thereby. Such policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

19.3. **Contracts.** All insurance coverage obtained by the Declarant or the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Pennsylvania which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association, its Members, and mortgages providing construction financing on the Common Area; all policies secured at the request of a Cluster shall be for the benefit of the Owners of lots within the Cluster and their Mortgages, as their interests may appear.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Plan shall be vested in the Associations Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees.

19.4. **Workers Compensation.** In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board's best business judgment.

## **ARTICLE XX**

### **ANNEXATION OF ADDITIONAL PROPERTY**

20.1. **Annexation Without Approval of Class "A" Membership.** As the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B" has been subjected to this Declaration of December 31, 19955, whichever is earlier, to subject the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "b", attached hereto and by reference made a part thereof. Such annexation shall be accomplished by filing in the public records of Allegheny County, Pennsylvania, an amendment to this Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Class A Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibits "A" or "b" and that such transfer is memorialized in a written, recorded instrument executed by the Declaration.

20.2. **Annexation With Approval of Class "A" Membership.** Subject to the consent of the owner thereof, the Association may annex real property other than that described on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the Class "A" votes of the Association present at a meeting duly called for such purpose.

20.3. **Acquisition of Additional Common Area.** Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" or "B" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association and its expenses for the benefit of its Members.

## **ARTICLE XXI**

### **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

21.1. **Common Area.** The Association, subject to the rights of the Owners set forth in the Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean attractive, and sanitary conditions, order, and repair pursuant to the terms and

conditions hereof and consistent with the Community-Wide Standard.

21.2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

21.3. **Lawn and Landscaping Care; Snow Removal.** The Association shall arrange for the care of all lawns and landscaping and the removal of all snow and ice from walkways and driveways on Lots which Carriage Homes and Manor Homes are situated. The Owners of such Lots shall be assessed for such services in the manner set forth in Article XXII hereof.

21.4. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots within the Plan, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce country ordinances or permit Collier Township and/or Allegheny County to enforce ordinances in the Plan for the benefit of the Association and its Members.

21.5. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

21.6. **Governmental Interests.** The Association shall permit the Declarant reasonable authority to designate sites within the Plan for fire, police, water, and sewer facilities.

## **ARTICLE XXII**

### **ASSESSMENTS**

22.1. **Creation of Assessments.** There are hereby created assessments for the Association expenses as well as for the costs for maintenance of the Carriage Homes and Manor homes as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be four (4) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Cluster Assessments for Cluster Expenses benefiting only Lots within a particular Cluster; as well as costs for maintenance of the Carriage Homes and Manor Homes; (c) Maintenance Assessments to provide for maintenance to the exterior or any Dwelling Unit if not maintained by the Owner thereof to remain in compliance with the provisions hereof; and (d) Special Assessments as described in Section 5 below. Each Owner, by acceptance of a deed or recorded contract of sale to any portion of the Plan, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Pennsylvania law as computed for the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer or management agent of the Association setting forth whether such assessment has been paid as to any particular Lot. Such Certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of such certificate.

Assessment shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual Base Assessment and any Cluster Assessment of delinquents. Unless the Board otherwise provides, the Base Assessment, and the Cluster Assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. The obligation to pay assessments is separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board under this Declaration or the By-laws, or for inconvenience or discomfort arising from the making or repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, in lieu of paying Base Assessments on its unsold Lots the Declarant shall be obligated for the difference between the amount of assessments and the assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or material of a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

**22.2. Computation of Base Assessment.** It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment to be levied for the coming year against each Lot subjected to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Lots shown on the Master Plan for the property

described on Exhibit "A" and property as, from time to time, may be subjected to this Declaration. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the Members by the vote of the Members representing at least a majority of the total votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Class A Members as provided for special meetings in Article II, Section 4, of the By-laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved of the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

**22.3. Computation of Cluster Assessments.** It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Cluster Expense to be incurred by the Association for each Cluster. The budget shall include the costs for the complete care of all lawns and landscaping – including cutting, trimming, and fertilizing – and for removal of snow and ice on all Lots located in Clusters on which Manor homes or Carriage homes are constructed. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of any capital items within the Cluster, as appropriate. The Association or its management agent shall use their best efforts to obtain these services from quality providers consistent with Community Wide Standards at reasonable expense.

The Cluster Assessment for each Lot within a Cluster shall be computed on an equal basis for each Lot based on the total number of lots in the Cluster subject to such equitable adjustments as the Board may impose.

The Board shall cause a copy of such budget and notice of the amount of the Cluster Assessment to be levied on each Unit in the Cluster for the coming year to be delivered to each Owner of a Lot in the Cluster at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Lots in the Cluster which the Cluster Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in such Cluster. Meetings of Cluster Committees, if called, shall be conducted in accordance with Article II of the By-laws.

If the cost of providing lawn and landscaping maintenance and snow and ice removal for a fiscal year exceeds the budgeted amounts for such expenses, the portion of such deficiency allocable to each Lot shall be computed within thirty (30) days after the end of such fiscal year. Such amount shall be assessed against each Owner within the Cluster. Such deficiency shall be paid within fifteen (15) days thereof.

In the event the proposed budget for any Cluster is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

22.4. **Maintenance Assessment.** In addition to the other Assessments herein provided, the Association may also levy a Maintenance Assessment against any Owner to reimburse the Association for costs incurred in bringing an Owner and his Lot and the dwelling constructed thereof into compliance with the provisions of the Declaration, any amendments thereto, The Articles, the By-laws, and the Association rules. Maintenance Assessments may be levied upon any Lot if the Owner fails to keep the exterior of the Dwelling Unit in proper repair, including painting, roofing and pavement. Maintenance Assessments may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. All maintenance services arranged by the Board shall be obtained in the same manner as the other services provided by the Association.

22.5. **Special Assessments.** In addition to the assessments authorized in Section 1 of the Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessments shall have the affirmative vote or written consent of Voting Members of their Alternates representing at least fifty-one percent (51%) of the Class "A" vote in the Association and the affirmative vote or written consent of the Class "B" Member, if such exists. The obligation to pay Special Assessments shall be computed on the same basis as for Base Assessments. Special Assessments shall be payable in such manner and at such times and determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

22.6. **Lien for Assessment.** Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

22.7. **Capital Budget and Contribution.** The Board shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital contribution required, if any, shall be fixed by the Board, and include within a distributed with the budget and assessment, as provided in Section 2 of this article.

22.7. **Date of Commencement of Assessment.** The assessment provided for herein shall commence as to each Lot on the first day of the first month following (i) the date of conveyance of the Lot by Declarant, or (ii) the effective date of

the first budget, whatever is later. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

22.8. **Subordination of the Lien to Institutional First Mortgages.** The lien of assessments, including interest, late charges (subjected to the limitations of Pennsylvania Law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any institutional first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien.

## ARTICLE XXIII GENERAL PROVISIONS

23.1. **Term.** The covenants and restrictions of this Declaration shall run with and bind the Plan, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot shall be enforceable by the Association of the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within proceeding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

23.2. **Amendment.** Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant shall amend this Declaration so long as it still owns property described in Exhibits "A" and "B" for development as part of the Plan. And so long as the amendment has no material adverse effect upon any right of any Owner. No amendment required by any state agency will be deemed material. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total votes of the Association. Any amendment to be effective must be recorded in the public records of Allegheny County, Pennsylvania.

If an Owner consents to any amendment to this Declaration or the By-laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant of the assignee or such right or privilege. No amendment may impair the validity or priority of the line of any Mortgage held by a Mortgagee or impair the rights granted to mortgagees herein without prior written consent of such Mortgagees.

23.3. **Indemnification.** The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit or other proceeding, (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall

not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract of other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors are also Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**23.4. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between Lots or the Country Club, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point, provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

**23.5. Easements for Utilities, Etc.** There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B", the Association, and the designees of each (which may include without limitation, Collier Township, Allegheny County, Pennsylvania, and any utility), blanket easements upon, across, over and under all of the Common Area, and, to the extent shown on any plat, over the Lots for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to water, sewers, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Lots for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxed. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant.

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

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Collier Township, Pennsylvania, or to any other local, state, or federal governmental entity.

**23.6. Easement for Golf Balls.** Every Lot on the Common Area

and the Exclusive Common Area of any Cluster are burdened with an easement permitting golf balls unintentionally to come upon the Common Area or Lots immediately adjacent to the Golf Course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, or the exterior portions of a Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer will seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

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

**23.8. Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agent, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event of an Owner fails or refuses to cure the condition upon request by the Board.

**23.9. Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of their Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Richard G. Stambrosky, C. Ronald Dietrich and Michael J. Dempster.

**23.10. Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of two-thirds (2/3) of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article XXII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**23.11. Use of the Words "Nevillewood" or "Nevillewood Homeowners Association".** No Person shall use the words "Nevillewood" or "Nevillewood Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms "Nevillewood" or "Homeowners Association" in printed or promotional matter where such term is used solely to specify that particular property is located within Nevillewood.

## ARTICLE XXIV DECLARANT'S RIGHTS

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

Pennsylvania. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities and activities shall include specifically the right to use Lots owned by the Declarant as models and sales offices.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declarant is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

**ARTICLE XXV  
COUNTRY CLUB**

The Owner of each Lot shall be entitled to become a social member at the County Club without payment of the initial membership fee that would be charged to a non-resident of the Plan. As set forth in the By-laws of the Country Club, Owners and those subsequently acquiring Lots shall have preferential rights to other classes of Memberships in the Country Club. The Founding Members, their spouses and lineal descendants shall have the same rights as Golfing Members which shall not be subsequently modified. An owner's right to continue as any class of Members in the Country Club shall be contingent upon such Owner's payment of the dues and other fees payable with respect thereto and such Owner's observing all of the Country Club's rules and regulations regarding membership in the Country Club and use of its facilities. Owners of Lots may, despite their status as such, be expelled from the Country Club as set forth in the Country Club's By-laws and rules and regulations. Such By-laws and rules and regulations may be amended as set forth therein. If a Lot is owned by more than one individual, the Owners shall designate the individual entitled to hold the membership in the Country Club. Such designation may not be changed by such multiple Owners without payment of whatever fees may then apply to transfers of such Membership.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 21 day of December, 1990.

NEVILLEWOOD ASSOCIATES, L.P.,  
A Pennsylvania Limited Partnership

By: /S/ Richard G. Stambrosky

Richard G. Stambrosky  
General Partner

COUNTY OF ALLGHENY  
COMMONWEALTH OF PENNSYLVANIA

TO WIT:

I, Dorothy S. Barton, a notary public, in and for the State and County aforesaid, do certify that Richard G. Stambrosky, whose name as General Partner of Nevillewood Associates, L.P., a Pennsylvania Limited Partnership, is signed to the writing above, bearing a date on the 21 day of December 1990, has acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 21<sup>st</sup> day of December, 1990.

My term of office expires on Sept. 12, 1991.

/S/ Dorothy S. Barton  
NOTARY PUBLIC

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on January 12, 1993, by NEVILLEWOOD ASSOCIATES, L.P., a Pennsylvania Limited Partnership hereinafter referred to as "Declarant".

Declarant is the owner of real property in Collier Township, Allegheny County, Pennsylvania commonly known as Nevillewood. On December 21, 1990, such property was made subject to a Declaration of Covenants, Conditions and Restrictions which are recorded in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 8423, Pages 534 to 540 (The "Original Declaration").

Declarant hereby declares that, as set forth in Section 20.1 of the Original Declaration, all of the property described on Exhibit "A" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Original Declaration which is incorporated by reference herein to the same extent as if the Original Declaration were reprinted in its entirety.

IN WITNESS WHEREOF, the undersigned Declarant executed this Supplemental Declaration on the date first above written.

NEVILLEWOOD ASSOCIATES, L.P.  
A Pennsylvania Limited Partnership

By \_\_\_\_\_  
Richard G. Stambrosky  
General Partner

COUNTY OF ALLEGHENY  
COMMONWEALTH OF PENNSYLVANIA

TO WIT

I, Anthony J. Mete, A Notary Public, in an for the State and County aforesaid, do certify that Richard G. Stambrosky, whose name as General Partner of Nevillewood Associates, L.P., a Pennsylvania Limited Partnership, is signed to the writing above bearing date on the 13<sup>th</sup> day of January, 1993.

Given under my hand and official seal this 13<sup>th</sup> day of January, 1993.

My term of office expires on \_\_\_\_\_

\_\_\_\_\_  
Notary Public

We General Electric Capital Corporation, Greyhound Real Estate Finance Company and Clinical Pathology Facility, Inc., consent to the recording of this Supplemental Declaration of Covenants, Conditions and Restrictions in the Recorder of Deeds Office of Allegheny County, Pennsylvania and to the covenants, conditions and restrictions set forth therein.

ATTEST:

GENERAL ELECTRIC CAPTIAL CORPORTION

\_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

GREYHOUND REAL ESTATE FINANCE COMPANY

\_\_\_\_\_

BY \_\_\_\_\_

Vice President Credit

ATTEST:

CLINICAL PATHOLOGY FACILITY, INC.

\_\_\_\_\_

BY \_\_\_\_\_

President

PARCEL ONE

All that certain real property situated in Collier Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows:

Beginning at a point in Hill Top Road 33 in width and property now or formerly the Commonwealth of Pennsylvania; thence along said Road N 65° 57' 10" E a distance of 332.00' to a point; thence through land now or formerly the Commonwealth of Pennsylvania the following three (3) courses and distances: S 01° 19' 00" W a distance of 1104.09' to a point; thence N 88° 41' 00" W a distance of 1194.73' to a point; thence S 17° 55' 17" W a distance of 1061.96' to a point on the dividing line of property herein described and land now or formerly Nevillewood Associates; thence along same the following two (2) courses and distances: N 77° 09' 57" W a distance of 547.80' to a point; thence N 17° 48' 27" W a distance of 678.18' to a point; thence through property now or formerly the Commonwealth of Pennsylvania N 36° 00' 00" W a distance of 1125.00' to a point; thence N 19° 47' 00" E a distance of 829.53' to a point in Hill Top Road thence in said Road S 70° 13' 00" E a distance of 1609.31' to a point; thence thru property now or formerly the Commonwealth of Pennsylvania S 01° 19' 00" W a distance of 754.24' to a point; thence N 01° 19' 00" a distance of 812.69' to a point in Hill Top Road the place of beginning.

Containing 3,154,373.40 S.F. or 72.414 Acres.

PARCEL TWO

All that certain real property situated in Collier Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows:

Excepting and reserving of Parcel of land now or formerly the Pennsylvania Department of Public Welfare, beginning at a point on the centerline of Hill Top Road, L.R. 02022, a 33' right of way, and Walkers Mill Road, L.R. 02041 a 33' right of way, said point being a common corner to lands now or formerly of Equitable Gas Company, and the Township of Collier, thence continuing with the centerline of Hill Top Road in an easterly direction for the following three (3) courses and distances: N 81° 34' 00" E a distance of 241.66' to a point of curve; thence by the arc of a circle curving to the left, having a radius of 1,3330.00' with a central angle ( $\sphericalangle$ ) of 12° 52' 00" (and a chord bearing of N 75° 08' 00" E a chord distance of 298.05') for an arc distance of 298.67' to a point of tangency; thence N 68° 42' 00" E for a distance of 189.65' to a point, said point being the true place of beginning; thence continuing with the centerline of Hill Top Road, N 68° 42' 00" E for a distance of 50.29' to a point; thence by a line through lands of which this was formerly a part for the following fifteen (15) courses and distances: S 15° 09' 20" E for a distance of 135.73' to a point; thence S 06° 35' 20" W for a distance of 139.50' to a point; thence S 03° 25' 25" W for a distance of 340.83' to a point of curve; thence by the arc of a circle curving to the left, having a radius of 25' with a central angle ( $\sphericalangle$ ) of 134° 59' 35" (and a chord bearing of S 64° 04' 23" E a chord distance of 46.19') for an arc distance of 58.90' to a point of tangency; thence N 48° 25' 50" E for a distance of 534.28' to a point; thence N 41° 34' 10" W for a distance of 60.00' to a point; thence N 48° 25' 50" for a distance of 250.00' to a point; thence S 41° 34' 10" E for a distance of 250.00' to a point; thence S 48° 25' 50" W for a distance of 250.00' to a point; thence N 41° 34' 10" for a distance of 140.00' to a point; thence S 48° 25' 50" W for a distance of 534.28' to a point of curve; thence by the arc of a circle curving to the right, having a radius of

75' with a central angle ( $\triangle$ ) of  $134^{\circ} 59' 35''$  (and a chord bearing of N  $64^{\circ} 04' 24''$  W a chord distance of 138.58') for an arc distance of 176.71' to a point of tangency; thence N  $03^{\circ} 25' 25''$  E for a distance of 342.22' to a point; thence N  $06^{\circ} 35' 20''$  E for a distance of 141.26' to a point; thence N  $15^{\circ} 09' 20''$  W for a distance of 120.72' to a point; said point being the true place of beginning. Parcel as herein described containing an area of 125,360,097 S.F. or 2.878 acres.

**ASSIGNMENT OF DECLARANT'S RIGHTS AND AMENDMENT OF  
DECLARATION**

THIS ASSIGNMENT is made as of this 22<sup>nd</sup> day of May, 1996, by **NEVILLEWOOD ASSOCIATES, L.P.**, a Pennsylvania limited partnership ("Assignor") to **CMS - NEVILLEWOOD LIMITED PARTNERSHIP**, A Delaware limited Partnership ("Assignee").

WITNESSETH

WHEREAS, Assignor is owner of all that certain property located in Collier Township, Allegheny County, Pennsylvania, commonly known as the "Nevillewood" development, which property is more fully described as Exhibit "A" attached hereto and made a part hereof (the "Property") ; and

WHEREAS, Assignor, as Declarant, is imposed upon the Property certain covenants and restrictions in the Declaration of Covenants, Conditions, and Restrictions (the "Original Declaration") dated December 21, 1990, which Original Declaration is recorded in the Records Office of Allegheny County, Pennsylvania (The "Recorder's Office") in Deed Book Volume 8423, Page 524, and which Original Declaration was amended and supplemented in a certain supplemental Declaration of Covenants, Conditions, and Restrictions dated January 13, 1993, and recorded in said Recorder's Office in Deed Book Volume 8957, Page 47 (the Original Declaration as amended and supplemented in the Supplemental Declaration hereinafter called the "Declaration") and;

WHEREAS, in the Declaration, Assignor reserved to itself as Declarant certain rights which include, without limitation, the right to appoint a majority of the members of the board of directors of the Property's Homeowners' Association, the benefits of certain easement rights, and the right to make certain unilateral amendments to the Declaration; and

WHEREAS, Assignee, on or about every the date herewith, has purchased or shall purchase a certain loan (the "Loan") in the original principal amount of Nineteen Million and 00/100 Dollars (\$19,000,000.00) which loan is secured by a certain mortgage upon the property (the "Mortgage") dated October 14, 1994 and recorded in the Recorders Office in Mortgage Book Volume 11117, Page 537; and

WHEREAS, Assignor has defaulted under such Loan and Mortgage and the parties have agreed that Assignor shall convey the Property to Assignee in lieu of a foreclosure of the Mortgage, and in <sup>DB 0970286089</sup> therewith, Assignor has agreed to assign all of its rights in the Declaration to Assignee effective as of the date hereof.

NOW, THEREFOER, in consideration of the mutual covenants contained herein, intending to be legally bound hereby, Assignor does hereby assign, set over, and deliver unto Assignee all of Assignor's right, title, and interest in and to the Declaration, and Assignor agrees That from and after the date hereof, Assignee shall be deemed to be the "Declarant" under the Declaration.

Assignor and Assignee further agree and declare that Nevillewood Realty, Inc. is no longer the real estate marketing fi <sup>DB 0970286390</sup> Plan, so all references to "Nevillewood Realty, Inn." In the Declaration are hereby deleted. Section 3.5 of the Declaration is therefore amended such that that third sentence of such Section is deleted in its entirety and the following provision is inserted in lieu thereof:

Contractors will not be approved for construction in the Plan unless they agree to enter into the same contract and commission arrangement with such exclusive marketing agent as may be appointed by Declarant for the Plan from time to time, as other approved contractors.

This Assignment is intended to inure to the benefit of, and be binding upon, the parties hereto, and their respective successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date hereof first above written.

**NEVILLEWOOD ASSOCIATES, L.P.** a  
Pennsylvania Limited Partnership

ATTEST:

By: RICON DEVELOPMENT, LTD, a Pennsylvania Corporation, General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Name:  
Title: President

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
Richard G. Stambrosky, General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Charles R. Dietrich, Jr., General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Michael, J. Dempster, General Partner

ATTEST:

**CMS-NEVILLEWOOD LIMITED PARTNERSHIP**, a  
Delaware general partnership

By: CMS MONTROSE ASSOCIATES  
a Delaware general partnership

By: MSPS Entrepreneurial, Inc.,  
a Delaware corporation, a general partner

\_\_\_\_\_

BY: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date hereof first above written.

**NEVILLEWOOD ASSOCIATES, L.P.** a  
Pennsylvania Limited Partnership

ATTEST:

By: RICON DEVELOPMENT, LTD, a Pennsylvania Corporation, General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Name:  
Title: President

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
Richard G. Stambrosky, General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Charles R. Dietrich, Jr., General Partner

\_\_\_\_\_

BY: \_\_\_\_\_  
Michael, J. Dempster, General Partner

ATTEST:

**CMS-NEVILLEWOOD LIMITED PARTNERSHIP**, a  
Delaware general partnership

By: CMS MONTROSE ASSOCIATES  
a Delaware general partnership

By: MSPS Entrepreneurial, Inc.,  
a Delaware corporation, a general partner

\_\_\_\_\_

BY: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF Philadelphia

BE IR REMEMBERED, that on this 24 day of May, 1996, before me, the subscriber, personally, appeared Richard Mitchell who acknowledged himself/herself to be the vice-president of MSPS Entrepreneurial, Inc., a Delaware corporation, a general partner of CMS Montrose Associates, a Delaware general partnership, the General Partner of CMS-NEVILLEWOOD LIMITED PARTNERSHIP, a Delaware limited partnership, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

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

\_\_\_\_\_  
Notary Public

My Commission Expires

NOTARIAL SEAL DEBBIE K. LUBONSKI PA COMMISSIONER OF DEEDS MY COMMISSION EXPIRES JAN 25, 1999
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PARTNERSHIP ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA    )  
                                                  ) SS:  
COUNTY OF ALLEGHENY                )

On this, the 22<sup>nd</sup> day of May 1996, before me, a Notary Public in and for the State and Country aforesaid, the undersigned officer, personally appeared Richard G. Stambrosky, President of RICON DEVELOPMENT. LTD., a Pennsylvania Corporation, Richard G. Stambrosky, Charles R. Dietrich, Jr., and Michael J. Dempster, who acknowledged themselves to be the General Partners of **NEVILLEWOOD ASSOCAITES, L.P.**, a Pennsylvania Limited Partnership, and that as such General Partners executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_ Kimberly D. Schutz \_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES:

NOTARIAL SEAL Kimberly D. Schutz, Notary Public Pittsburgh, Allegheny County My Commission Expires Sept., 27 1999
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Member, Pennsylvania Association of Notaries

**EXHIBIT “A”**

**Legal Description**

May 16, 1996

AA-95-4338

LEGAL DESCRIPTION  
PARCEL ONE

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All that certain real property situated in Collier Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows:

Beginning at a point in the intersection of Walkers Mill Road, Boyd's Run Road (SR 3028) 33' wide and Hill Top Road (SR 3052) 33' wide; thence continuing in Hill Top Road the following three (3) courses and distances: N 81° 34' 00" E a distance of 241.66' to a point; thence by the arc of a circle curving to the left having a radius of 1,330.00' with a central angle ( $\triangle$ ) of 128° 52' 00" (and a chord bearing of N 75° 08' 00" E a chord distance of 298.05') for an arc distance of 298.67' to a point; thence N 68° 43' 00" E a distance of 271.80' to a point at the corner of property now or formerly Collier Township and property herein described; thence N 21° 18' 00" W a distance of 473.39' to a point on the dividing line of property now or formerly Collier Sportsmen's Association and property herein described; thence along said dividing line the following nine (9) courses and distances: N 64° 20' 00" E a distance of 1,134.31' to a point; thence S 81° 40' 21" E a distance of 675.29' to a point; thence S 725452 E a distance of 409.30' to a point; thence S 551932 E a distance of 130.00' to a point; thence S 08° 09' 35" E a distance of 214.44' to a point in Hill Top Road (SR 3052) 33' wide; thence N 82° 34' 49" E a distance of 20.00' to a point; thence N 08° 09' 35" W a

LEGAL DESCRIPTION  
PARCEL ONE

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distance of 223.42' to a point; thence n 55° 19' 32" W a distance of 151.71' to a point thence N 01° 37' 00" E a distance of 756.42' to a concrete monument on the dividing line of property now or formerly L.P. Sasso and property herein; thence along said dividing line S 62° 04' 40" E a distance of 940.28' to a concrete monument on the dividing line of A.W. Mellon's "Ewing Farm Plan" as recorded in the Recorded of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 22 page 194-195 and property herein' thence along said dividing line the following two (2) courses and distances: S 77° 49' 30" E a distance of 3,023.15' to a point; thence N 72° 31' 30" E a distance of 1,128.00' to a concrete monument in Hill Top Road (SR 3052) 33' wide; thence continuing in said road the following five (5) courses and distances: S 25° 28' 00" W a distance of 208.76' to a point; thence by the arc of a circle curving to the right having a radius of 616.50' with a central angle ( $\triangle$ ) of 06° 49' 14" (and a chord bearing of S 49° 12' 31" W a chord distance of 73.35') for an arc distance of 16.61' to a point; for an arc distance of 73.39' to a point; thence N 64° 15' 58" W a distance of 16.61' to a point; thence by the arc of a circle curving to the right and having a radius of 600.00; with a central angle ( $\triangle$ ) of 33° 29' 18" (and a chord bearing of S 28° 52' 37" W a chord distance of 345.72') for an arc distance of 350.69 to a point; thence S 65° 57' 10" W a distance of 754.63' to a point on the dividing line of property now or formerly the Commonwealth of

LEGAL DESCRIPTION  
PARCEL ONE

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Pennsylvania and property herein; thence through land now or formerly the Commonwealth of Pennsylvania the following three (3) courses and distances: S 01° 19' 00" W a distance of 1,104.90' to a point; thence N 88° 41' 00" a distance of 1,194.73' to a point; thence S 17° 55' 17" W a distance of 1,061.95' to a point on the dividing line of property herein described and now or formerly Nevillewood Associates; thence S 14° 38' 20" W a distance of 1,813.58' to a point on the dividing line of property now or formerly J Wavthier and property herein; thence along said dividing line the following four (4) courses and distances: S 20° 15' 54" E a distance of 442.45' to a point; thence S 46° 14' 29" E a distance of 189.75' to a point; thence S 62° 44' 30" E a distance of 301.15' to a point; thence S 77° 44' 30" E a distance of 559.35' to a point; thence along the dividing line of property now or formerly E.V. Bishop and property herein described; S 58° 12' 05" W a distance of 661.51' to a point; thence along the dividing line of properties now or formerly J.A. Thronton, Jr. and G.P. Quest and property herein described, N 35° 12' 50" W a distance of 562.41' to a point; thence continuing along property of G.P. Quest and property herein described and crossing Forsythe Road (SR 3031) 33' wide S 58° 12' 05" W a distance of 504.51' to a point; thence S 68° 15' 31" W a distance of 127.88' to a point; thence S 68° 15' 31" W a distance of 127.88' to a point; thence along the dividing line of property now or formerly W. Casson, L. Perry,

LEGAL DESCRIPTION  
PARCEL ONE

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R.M. Bashe, E.J. Heinrich, T.A. Jones and J.B. Luffy and property herein described S 37° 10' 10" W a distance of 1,586.84' to a point; thence continuing along the dividing line of J.B. Luffy and property herein described the following three (3) courses and distances: N 31° 18' 59' W a distance of 234.69' to a point; thence S 67° 10' 00" W a distance of 688.10' to a point on the dividing line of property now or formerly M. Smith and property herein described; thence along said dividing line the following two (2) courses and distances: N 56° 26' 01" E a distance of 46.10' to a point; thence N 33° 34' 00" W a distance of 150.00' to a point; thence along the dividing line of properties herein described: S 56° 26' 01" W a distance of 14.70' to a point; thence N 21° 48' 00" E a distance of 74.53' to a point, thence N 43° 46' 00" W a distance of 570.00' to a point on the dividing line of property now or formerly R.R. Belsito and property herein described; thence along said dividing line the following three (3) courses and distances: N 46° 47' 00" E a distance of 259.00' to a point; thence N 43° 46' 00" E a distance of 259.00' to a point on the dividing line of property now or formerly B.L. Heaseley, Federouch Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 119 pages 145-146, Bridgeville Park Inc. and property herein described; thence N 42° 25' 35" W a distance of 2,069.14' to a point; thence continuing along property of Bridgeville Park Inc. and property herein described the

LEGAL DESCRIPTION  
PARCEL ONE

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following four (4) courses and distances: N 20° 30' 00" W a distance of 382.80' to a point; thence N 19° 35' 00" W a distance of 46.25' to a point; thence crossing Boyd's Run Road (SR 3028) 33' wide N 25° 05' 00" W a distance of 1,256.30' to a point on the Easterly side of the aforesaid Road; thence crossing the aforesaid Road N 05° 21' 00" W a distance of 1,189.40' to a point in the intersection of Walkers Mill Road, Hill Top Road (SR 3052) and Boyd's Run Road (SR 3028) which is the place of beginning.

Containing 27,851,383.555 square feet or 639.380 acres.

**THIRD AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**NEVILLEWOOD PLANNED COMMUNITY**

THIS THRID AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Nevillewood, a planned community ("Third Amendment") is made this 22<sup>nd</sup> day of May, 1998, by CMS-Nevillewood Limited Partnership, a Delaware limited partnership ("Declarant").

**W I T N E S S E T H :**

Nevillewood Associates, L.P. as owner of certain real property located in Collier Township, Allegheny County, Pennsylvania commonly known as "Nevillewood" development, as more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), filed a certain Declaration of Covenants, Conditinos and Restrictions dated December 21, 1990, in the Recorders Office of Allegheny County, Pennsylvania, at Deed Book Volume 8423, Page 524 (the "Original Declaration");

Nevillewood Associates, L.P. as owner of the Property filed a Supplemental Declaration of Covenants, Conditions and Restrictions dated January 13, 1993, in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 8957, page 47 (the "First Amendment");

Nevillewood Associates, L.P. transferred the Property to Declarant and filed a certain Assignment of Declarant's Rights and Amendment of Declaration dated May 22, 1996 in the Recorder's Office of Allegheny County, Pennsylvania at Deed Book Volume 9702, Page 389 (the "Second Amendment") (hereinafter the Declaration, First Amendment and Second Amendment shall be referred to collectively as the "Declaration");

Declarant wishes to again amend the Declaration, as hereinafter provided.

I. RECITALS: The foregoing Recitals are incorporated in and made a part of this Third Amendment.

II. AMENDMENT OF DECLARATION: The Declaration is amended as follows:

A. ARTICLE I, DEFINITIONS is amended as follows:

1. The following Definitions are added to the Declaration:

a. "Cluster Community Common Area" shall be those portions of a Cluster Community owned and/or maintained by the Association or Cluster Community Homeowners Association of that Cluster, as applicable, and intended for the sole benefit of Unit Owners of that Cluster.

b. "Cluster Common Assessments" shall mean and refer to those assessments levied against Units in a particular Cluster based on Cluster Common Expenses and reserves, and other factors determined appropriate by the Association or the Cluster Community Homeowners Association, as applicable.

c. "Cluster Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association of the Cluster Community Homeowners Association, as applicable, for the general benefit of all Cluster Unit Owners in a particular Cluster, including the expenses associated with the Cluster Community Common Area and any reasonable reserve, all as may be found to be necessary and appropriate by the Association or the Cluster Community Homeowners Association, as applicable pursuant to either or both the Declaration, By-laws and Articles of Incorporation of the Association or the Cluster Declaration, the By-laws of the Cluster Community Homeowners Association and the Articles of Incorporation of the Cluster Community Homeowners Association, as applicable. The Cluster Common Expenses for a particular Cluster Community shall be assessed as Cluster Common Assessments.

d. "Cluster Community" means a Cluster which has been separately subdivided for development as a single entity into a group of Carriage Homes and Cluster Common Areas, by an owner other than Declarant, created upon filing a Cluster Declaration for the Cluster Community, which Cluster Declaration shall be supplement to this Declaration, but be applicable only to the Cluster Community for which it is filed. A Cluster Community shall have its own Cluster Community Homeowner's Association, to hold ownership to the Cluster Common Areas, and to have such other powers and obligations as are set forth in the Cluster Declaration.

e. "Cluster Community Homeowners Association" shall mean each Homeowner's Association created by a Cluster Declarant at the time of establishment of a Cluster Community.

f. "Cluster Declarant" shall mean the owner of a separate subdivided parcel of real estate within the Plan to be developed into a Cluster Community, and which owner shall impose covenants, conditions and restrictions on all Units within the Cluster Community.

g. "Cluster Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions approved in writing by the Declarant and fielded by a Cluster Declarant and applicable to a Cluster Community.

2. The Definition of "Cluster Community Assessment" is added to read:

"Cluster Community Assessment" shall mean and refer to that portion of the Common Expenses of the Plan, but not including Cluster Common Assessments, applicable to all Lots in a Cluster Community. The Cluster Community Assessment shall be an obligation of the Cluster Community Homeowners Association, to be assessed against the individual Unites in that Cluster Community as provided in the Cluster Declaration or as otherwise determined by the Cluster Community Homeowners Association. Notwithstanding the foregoing, each individual Unit shall be liable for the prompt and timely payment of all Assessments as due, including, but not limited to, Cluster Community Assessments.

3. The definition of "Exclusive Common Area" shall be amended by the addition of the phrase "not

including Cluster Community Common Area" after  
the words "Common Area" in the second line.

- B. ARTICLE IV, VARIANCES, DETERMINATIONS AND APPROVALS is amended by the addition of the following after the word "Lot" in the third line of the first paragraph of Section 4.1: "or to Cluster Declarant".
  
- C. ARTICLE VIII, ARCHITECTURAL PROVISIONS is amended by the addition of the following to Section 8.2.: "No more than one Carriage Home in a building containing four (4) or fewer Carriage Homes shall be required to have frontage on a public street."
  
- D. ARTICLE IX, HERBICIDE AND FERTILIZER CONTROL is amended by the addition of the following at the end thereof: "The right to require the use of fertilizers or herbicides within a Cluster Community, or to suspend the use of fertilizers or herbicides within a Cluster Community, as provided herein, shall be reserved to the Cluster Declarant and/or Cluster Community Homeowners Association, subject to the approval of the Declarant where such use or suspension of use of fertilizers or herbicides within the Cluster Community would have a detrimental effect on any other lands within the Plan, with the costs of providing the same

to be charge pro rata to affected Unites within the Cluster on a benefit basis."

- E. ARTICLE X, DAMAGED OR DESTROYED BUILDINGS, is amended by the addition of the following in the first line, after the word "Plan": "other than in a Cluster Community", and by the addition of the following at the end of the current Article X:

"Any portion of a Cluster Community for which insurance is required to be maintained by the Cluster Community Homeowners Association by this Declaration of the Cluster Declaration and which is damaged or destroyed shall be repaired or replaced promptly by the Cluster Community Homeowners Association unless:

(1) The Cluster Community is terminated;

(2) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(3) 80% of the Owners of a carriage home in the Cluster Community, including those Owners whose

carriage home(s) which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement of those portions in excess of insurance proceeds and reserves is a Common Expense.

Any portion of a Cluster Community for which Insurance is required to be retained by the Owner of the carriage home in that Cluster Community by this Declaration of the Cluster Declaration and which is damaged or destroyed shall be repaired or replaced promptly by said Owner unless:

- (1) The Cluster Community is terminated;
- (2) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (3) 80% of the Owners of carriage homes in the Cluster Community, including those Owners of carriage home(s) which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement of such carriage homes or portions thereof, or of the assigned Limited Common

Elements in a Cluster Community in excess of insurance proceeds shall be an expense of the Owner(s) of the carriage home(s) affected. The insurance carried by each Owner of a carriage in a Cluster Community shall list the insured and shall provide that the insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been sent to the Cluster Community Homeowners Association. If the Owner(s) of a carriage home in a Cluster Community does not promptly repair or replace the carriage home or assigned Limited Common Elements, the Cluster Community Homeowners Association may demand that all of the proceeds of the insurance be paid to the Cluster Community Homeowners Association.

In the event that a Carriage Home in a Cluster Community shall not be rebuilt, the Carriage home shall be demolished and all debris removed and the Lot restored to a slightly condition with reasonable promptness."

F. ARTICLE XI, APPEARANCE OF LOTS AND BUILDINGS, is amended as follows:

1. By the addition of the following at the end of the last sentence: ", but shall be permitted in a Cluster Community during construction within that

Cluster Community, with the appearance and placement of said trailer subject to the express written approval of Declarant. Said trailer shall be removed promptly upon completion of construction of the Cluster Community"; and

2. By the addition of the following as a second paragraph in said Article XI:

"A Cluster Declarant constructing carriage homes in a Cluster Community shall be permitted to maintain a sales office, management office and one or more models in the Cluster Community, subject to the approval of the Declarant."

G. ARTICLE XIV, NUSIANCES, is amended by the addition of the following after section 14.2. (i):

", or which may be walked within and without the plan by the Owner or designee of the owner of the domestic animal(s) so long as (x)the domestic animal(s) is restrained at all times on a leash, and (y) the owner or designee of the owner removes and properly disposes of any and all animal waste from such domestic animal(s)."

H. ARTICLE XVIII, MAINTENANCE, is amended as follows:

1. The second paragraph of Section 18.1 is deleted in its entirety, and replaced by the following:

"All costs associated with maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated among all Lots as part of the Base Assessment. All costs associated with Maintenance, repair and replacement of Exclusive Common Areas, not including Cluster community Common Areas, shall be a Cluster Expense, assessed as a Cluster Assessment solely against the Lot to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder. That portion of the Common Expense allocable to Lots within a Cluster Community shall be assessed against the Cluster Community Homeowners Association, which shall allocate the same among Lots within that Cluster as provided in the Cluster Declaration. All costs associated with maintenance, repair and replacement of Cluster Common Areas shall be Cluster Common Expenses, allocable only among Lots in the Cluster Community."

2. Section 18.2 is amended as follows:

- a. By the addition of the following after the word "owner" in the first line: "of a Lot not contained within a Cluster Community".
- b. By the addition of the following as the new second sentence: "Each Owner of a Lot within a Cluster Community shall maintain his or her Lot and all structures, driveways and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard, all applicable covenants and all standards contained within the Declaration, the Cluster Declaration and all rules and regulations imposed by the Association, unless such maintenance responsibility is otherwise assumed by or assigned to the Cluster Community Homeowners Association, as set forth in the Cluster Declaration."
- c. By the addition of the following after the word "Association" and before the word "may" in the second sentence: "and/or Cluster Community Homeowners Association, as appropriate".
- d. By the addition of the following after the word "Association" and before the word "against" in the second sentence: "and/or Cluster Community Homeowners Association, as appropriate."

e. By the addition of the following after the word "Association" and before the words "shall afford" in the second sentence: "and/or Cluster Community Homeowners Association, as appropriate."

I. ARTICLE XIX, INSURANCE is amended by deletion of the second full sentence of Section 19.2 and the addition of the following at the end of Section 19.2:

"Premiums for insurance on Cluster Common Areas shall be the responsibility of the Cluster Community Homeowners Association, and shall be in such amounts as required in the Cluster Declaration."

J. ARTICLE XXI is amended as follows:

1. Section 21.3 is amended by the addition of the following after the words "Carriage Homes and Manor Homes are situated": "other than Carriage Homes within a Cluster Community which has elected to provide its own lawn care and snow removal."

2. Section 21.4 is amended by the addition of the following at the end thereof:

"In the event of a conflict between any rules and regulations contained in the rules and regulations adopted by the Association, and any provisions of a Cluster or Declaration or the rules and regulations adopted by a Cluster Community Homeowners Association as applicable to Lots contained within a Cluster Community and Cluster Common Area, the rules adopted by the Association shall control."

K. ARTICLE XXII, ASSESSMENTS, is amended as follows:

1. Article 22.1 is amended as follows:

a. By the addition of the following after the words "Carriage Homes" in the first sentence: "not contained within a Cluster Community".

b. By the deletion of the second full sentence and its replacement by the following:

"There shall be four (4) types of assessments which the Association may impose: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; (b) Cluster Assessments for Cluster Expenses benefiting only Lots within a particular Cluster, other than a Cluster Community; as Homes and Manor Homes in a Cluster Community; as

well as costs for maintenance of the Carriage Homes and Manor Homes in a Cluster Community; (c) Maintenance Assessments to provide for maintenance to the exterior of any Dwelling Unit if not maintained by the Owner thereof to remain in compliance with the provisions hereof; and (d) Special Assessments as described in Section 5 below. The Cluster Community Homeowners Association shall have the rights to impose such assessments as are prescribed in the Cluster Declaration and shall be required to enable it to pay those Base Assessments and Special Assessments imposed on the Cluster Community Homeowners Association by the Association, and to pay all Cluster Common Expenses."

The remainder of this paragraph is unchanged.

c. By the addition of the following paragraph between the current third and fourth paragraphs.

"The Cluster Community Homeowners Association shall, upon demand at any time, furnish to any Owner residing in a Cluster Community liable for any type of Cluster Common Assessments or other assessments applicable to the Cluster Community a certificate in writing signed by an officer of the Cluster Community Homeowners Association setting forth whether such assessment(s) has been paid as to any particular Lot in the Cluster Community. Such Certificate shall be conclusive evidence of payment to the Cluster Community Homeowners

Association of such assessment(s) therein stated to have been paid. The Cluster Community Homeowners Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of such certificate.

2. Section 22.3 is amended by the following:

a. By the addition of the following phrase to the end of the first sentence: "not in a Cluster Community";

b. By the addition of the word "such" before "Clusters" in the second sentence; and

c. By the addition of the words "not in a Cluster Community" in paragraph 2 between "Cluster" and "shall".

L. ARTICLE XXIII, GENERAL PROVISIONS, is amended by the addition of the following at the end of Section 23.11:

"Any Cluster Community and any Cluster Community Homeowners Association, shall, upon written consent of the Declarant, be entitled to use the word Nevillewood in the name of the Cluster Community and/or Cluster Community Homeowners Association, and in all advertising, informational and related to the Cluster Community and/or Cluster Community Homeowners Association."

M. ARTICLE XXV, COUNTRY CLUB, is amended as follows:

1. By the addition of the following at the end of the first sentence, as a new second sentence:

"Owner as used in this Article XXV and elsewhere in the Declaration shall include each Owner of a carriage home within a Cluster Community."

III. RATIFICATION OF DECLARATION. In all other respects the Declaration is unchanged and ratified as binding and enforceable on the Plan and all Unit Owners in the Plan.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to Declaration to be executed and filed on the day and year first above stated.

Witness: CMS-NEVILLEWOOD LIMITED PARTNERSHIP,  
A Delaware limited partnership,

By: CMS-MONTROSE ASSOCIATES, a Delaware  
General partnership, General Partner

By: T&C Management, Inc., a North Carolina  
Corporation a general partner

\_\_\_\_\_ By: \_\_\_\_\_

W. Clay Hamner,  
President

**STATE OF NORTH CAROLINA**

**COUNTY OF DURHAM**

On this the 21 day of May, A.D. 1998, before me, a Notary Public, the undersigned office, personally appeared W. Clay Hamner, the President of T&C Management, Inc., a North Carolina Corporation, a general partner of CMS-Montrose Associates, a Delaware general partnership, general partner of CMS-Nevillewood Limited Partnership, a Delaware limited partnership, who being authorized and empowered to do so, executed the within instrument and acknowledges that he executed the same for the purposes therein contained.

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

My Commission expires Renee E. Ellis  
*October 29, 2000* Title of Officer

**EXHIBIT "A"**

Legal Description

May 16, 1996

AA-95-4338

LEGAL DSCRIPTION  
PARCEL ONE

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All that certain real property situated in Collier Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows:

Beginning at a point in the intersection of Walkers Mill Road, Boyd's Run Road (SR 3028) 33' wide and Hill Top Road (SR 3052) 33' wide; thence continuing in Hill Top Road the following three (3) courses and distances: N 81° 34' 00" a distance of 241.66' to a point; thence by the arc of a circle curving to the left having a radius of 1,330.00' with a central angle ( ) of 12° 52' 00" (and a chord bearing of N 75° 08' 00" E a chord distance of 295.05') for an arc distance of 298.67' to a point; thence N 68° 42' 00" E a distance of 271.80' to a point at the corner of property now or formerly Collier Township and property herein described; thence N 21° 18' 00" W a distance of 473.39' to a point on the dividing line of property now or formerly Collier Sportsmen's Association and property herein described; thence along said dividing line the following nine (9) courses and distances: N 64° 20' 00" E a distance of 1,134.31' to a point; thence S 81° 40' 21" E a distance of 675.29' to a point; thence S 72° 54' 52" a distance of 409.30' to a point; thence S 55° 19' 32" E a distance of 130.00' to a point; thence S 08° 09' 35" E a distance of 214.44' to a point in Hill Top Road (SR 3052) 33" W a distance of 20.00' to a point; thence N 08° 09' 35" W a distance of 223.42 to a point; thence N 55° 19' 32" W a distance of 151.71' to a point; thence N 01° 37' 00" E a distance of 756.42' to a concrete monument on the dividing line of property now or formerly L.P. Sasso and property herein; thence along said dividing line S 62° 04' 40" E a distance of 940.28' to a concrete monument on the diving line of A.W. Mellon's "Ewing Farm Plan" as recorded in the Recorder Book of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 22 page 194-195 and property herein; thence along said dividing line the following two (2) courses and

distances: S 77° 59' 30" E a distance of 3,023.15' to a point; thence N 72° 31' 30" E a distance of 1,128.00' to a concrete monument in Hill Top Road (SR 3052) 33' wide; thence by continuing in said road the following five (5) courses and distances: S 25° 28' 00" W a distance of 208.76' to a point; thence by the arc of a circle curving to the right having a radius of 616.50' with a central angle of 06° 49' 14" (and a chord bearing of S 49° 12' 31" W a chord distance of 73.35') for an arc distance of 73.39' to a point; thence by the arc of a circle curving to the right and having a radius of 600.00' with a central angle of 33° 29' 18" (and a chord bearing of S 28° 52' 37" W a chord distance of 345.72') for an arc distance of 350.69' to a point; thence S 65° 57' 10" W a distance of 754.63' to a point on the dividing line of property now or formerly the Commonwealth of Pennsylvania and property herein; thence through land now or formerly the Commonwealth of Pennsylvania the following three (3) courses and distances: S 01° 19' 00" W a distance of 1,104.90' to a point; thence N 88° 41' 00" W a distance of 1,194.73' to a point; thence S 17° 55' 17" a distance of 1,061.95' to a point on the dividing line of property herein described and now or formerly Nevillewood Associates; thence S 14° 38' 20" W a distance of 1,813.58' to a point on the dividing line of property now or formerly J. Wavtheir and property herein; thence along said dividing line the following four (4) courses and distances:

S 20° 15' 54" E a distance of 442.45' to a point; thence S 46° 14' 29" E a distance of 189.75' to a point; thence S 62° 44' 30" E a distance of 301.15' to a point; thence S 77° 44' 30" E a distance of 559.35' to a point; thence along said dividing line of property now or formerly E.V. Bishop and property herein described; S 58° 12' 05" W a distance of 661.51' to a point; thence along the dividing line of properties now or formerly J.A. Thronton, Jr. and G.P. Quest and property herein described and crossing Forsythe Road (SR 3031) 33' wide S 58° 12' 05" W a distance of 504.51' to a point; thence S 68° 15' 31" W a distance of 127.88' to a point; thence along said dividing line of property now or formerly

W. Casson, L. Perry, R.M. Cashe, E.J. Heinrich, T.A. Jones and J.B. Luffy and property herein described S 37° 10' 10" W a distance of 1,586.84' to a point; thence continuing along the dividing line of J.B. Luffy and property herein described the following three (3) courses and distances: N 21° 49' 00" W a distance of 688.10 to a point on the dividing line of property now or formerly known M. Smith and property herein described; thence along said dividing line the following two (2) courses and distances: N 56° 26' 01" E a distance of 46.10' to a point; thence N 33° 34' 00" W a distance of 150.00' to a point thence along the dividing line of properties herein described: S 56° 26' 01" W a distance of 14.70' to a point; thence N 21° 48' 00" E a distance of 74.53' to a point; thence N 43° 46' 00" W a distance of 570.00' to a point on the dividing line of property now of formerly R.R. Belsito and property herein described; thence along said dividing line to following three (3) courses and distances: N 46° 37' 00" E a distance of 259.00' to a point; thence N 43° 46' 00" W a distance of 170.00' to a point; thence S 46° 37' 00 W a distance of 259.00' to a point on the dividing line of property now for formerly B.L. Heaseley, Federouch Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 119 pages 145-146, Bridgeville Park Inc. and property herein described; thence N 42° 25' 35" W a distance of 2,069.14' to a point; thence continuing along property of Bridgeville Park Inc. and property herein described the following four (4) courses and distances: N 20° 30' 00" W a distance of 382.80' to a point; thence N 19° 35' 00" W a distance of 46.25; to a point; thence crossing Boyd's Run Road (SR 3028) 33' wide N 25° 05' 00" W a distance of 1,356.30' to a point on the Easterly side of the aforesaid Road; thence crossing the aforesaid Road N 05° 21' 00" W a distance of 1,189.40' to a point in the intersection of Walkers Mill Road, Hill Top Road (SR 3052) and Boyd's Run Road (SR 3028) which is the place of beginning.

Containing 27,851,383.555 square feet of 639.380 acres.

LEGAL DESCRIPTION  
PARCEL TWO

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All that certain real property situated in Collier Township, Allegheny County, Pennsylvania and being more particularly bounded and described as follows:

Beginning at a point on the Westerly right of way line of Interstate Route 79 (SR 0079) Section No. 7 and the Northerly line of Ridge Road (SR 3052) 33' wide; thence continuing along Ridge Road following eleven (11) courses and distances: N 81° 26' 40" W a distance of 84.28' to a point; thence by the arc of a circle curving to the right having a radius of 818.83' with a central angle of 21° 30' 55" (and a chord bearing of N 70° 41' 13" W a chord distance of 305.68') for an arc distance of 307.48' to a point; thence N 59° 55' 45" W a distance of 63.76' to a point; thence S 30° 04' 15" W a distance of 200.00' to a point; thence by the arc of a circle curving to the right having a radius of 450.00' with a central angle of 55° 12' 15" (and a chord bearing of N 32° 19' 38" W a chord distance of 416.99') for an arc distance of 433.57' to a point of reverse curvature; thence by the arc of a circle curving to the left having a radius of 250.00' with a central angle of 35° 50' 00" (and a chord bearing of N 22° 38' 31" W a chord distance of 153.82') for an arc distance of 715.00' to a point; thence N 40° 33' 30" W a distance of 78.00' to a point; thence S 54° 46' 07" W a distance of 161.55' to a point; thence S 23° 20' 15" W a distance of 74.52' to a point; thence leaving said Road and continuing along the dividing line of A.W. Mellon's "Ewing Farm" Plan as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 22 page 194-195, N 19° 27' 00" W a distance of 1,327.41' to a point; thence N 13° 32' 46" E a distance of 129.71' to a point; thence N 50° 46' 30" E a distance of 136.87' to a point; thence N 80° 19' 46" E a distance of 451.62' to a point on the Westerly right of way line of Interstate Route 79 (SR 0079) Section No. 7; thence along said line the following

sixteen (16) courses and distances: S 43° 04' 15" E a distance of 210.03' to a point; thence S 32° 17' 11" E a distance of 330.00' to a point; thence N 57° 42' 49" E a distance of 20.00' to a point; thence S 32° 17' 11" E a distance of 495.00' to a point; thence S 57° 42' 49" W a distance of 35.00' to a point; thence S 32° 17' 11" E a distance of 106.27' to a point; thence by the arc of a circle curving to the right having a radius of 5,394.58' with a central angle of 03° 54' 26" (and a chord bearing of S 30° 19' 58" E a chord distance of 367.81') for an arc distance of 367.88' to a point, thence N 61° 37' 15" E a distance of 65.00' to a point; thence by the arc of a circle curving to the right having a radius of 5,459.58' with a central angle of 05° 33' 30" (and a chord bearing of S 25° 36' 00" E a chord distance of 529.43') for an arc distance of 529.64 to a point; thence S 67° 10' 45" W a distance of 20.00' to a point; thence by the arc of a circle curving to the right having a radius of 5,439.58' with a central angle of 04° 22' 35" (and a chord bearing of S 20° 37' 58" E a chord distance of 415.39') for and arc distance of 415.49' to a point; thence N 71° 33' 20" E a distance of 20.00 to a point; thence S 18° 26' 40" E a distance of 250.00' to a point; thence N 71° 33' 20" E a distance of 30.00' to a point; thence S 18° 26' 40" E a distance of 219.67' to a point at the place of beginning.

Containing 2,015,521.20 square feet of 46.270 acres.

Including by not limited to the following recorded plans:

(See Sheet Attached)

27. Subject to all matters as set forth on the following recorded plans:

DB 09702PG404

- a) Nevillewood Plan of Lots Recorded August 28, 1990 in Plan Book Volume 116, pages 47 to 52.
- b) Nevillewood Plan No. 2 Plan of Lots recorded November 28, 1990 in Plan Book Volume 167, pages 148 to 153.
- c) Nevillewood Plan No. 3, Phases 1-A, 1-B and 1-B-1 Plan of Lots recorded January 30, 1991 in Plan Book Volume 168, pages 160 to 169.
- d) Nevillewood Plan No. 4, Phases 2-A, 2-B and 2-C Plan of Lots recorded October 9, 1991 in Plan Book Volume 172, pages 140 to 149.
- e) Amendment No. 1 to Phase 1-B-1 in the Nevillewood Plan No. 3 as recorded in Plan Book Volume 168, pages 160 to 169, recorded October 25, 1991 in Plan Book Volume 173, pages 1 to 4.
- f) Amendment No. 2 to phase 1-B-1 in the Nevillewood Plan No. 3 as recorded in Plan Book Volume 168, pages 160 to 169, recorded May 29, 1992 in Plan Book Volume 176, pages 32 to 35.
- g) Amendment No. 3 to Phase 1-B-1 in the Nevillewood Plan No. 3 as recorded in Plan Book Volume 168, pages 160 to 169, recorded November 27, 1995 in Plan Book Volume 178, page 140.
- h) Nevillewood Plan 3-R, Phases 1-A Revised (Revision to building lines only Lots Nos. 20 to 28 inclusive, 32 and 34 Phase 1-A Nevillewood Plan No. 3, Plan Book Volume 168, pages 160 to 169) recorded March 1, 1993 in Plan Book Volume 179, pages 174 to 177.
- i) Nevillewood 4-R (Revision of Lots 13 to 15 in Nevillewood 4 Plan of Lot Phase 2-A, Plan Book Volume 172, pages 140 to 149), recorded March 1, 1993 Plan Book Volume 179, pages 180 and 181.
- j) Nevillewood 5 Phases 3-A, 3-B, 3-C and 3-D recorded March 23, 1993 in Plan Book Volume 180, pages 25 to 34.
- k) Amendment No. 4 to Phases 1-B-1 in Nevillewood Plan No. 3 as recorded in Plan Book Volume 168, pages 160 to 169, recorded June 24, 1993 in Plan Book Volume 181, page 119.
- l) Nevillewood 6 (Revision to Parcels 5 and 5-R Nevillewood Plan of Lots No. 2 as recorded in Plan Book Volume 167, pages 148 to 153), recorded June 29, 1993 in Plan Book Volume 181, pages 143 to 148.
- m) Nevillewood 7 Phase 4 (Revision of Parcel 2-R Nevillewood Plan of Lots No. 2 as recorded in Plan Book Volume 167, pages 148 to 153), recorded July 29, 1993 in Plan Book Volume 182, pages 8 to 15.
- n) Nevillewood 5-R, Phase 3-CR, Phase 3-BR as recorded March 2, 1994 in Plan Book Volume 185, pages 54 to 59.
- o) Nevillewood 6-R (Revision to Lots 601 through 607 and Parcel 5 Revised Nevillewood 6 Plan as recorded in Plan Book Volume 181, pages 143 to 148 recorded March 14, 1994 in Plan Book Volume 185, pages 97 to 102.
- p) Estate Lots Nevillewood 8 as recorded June 10, 1994 in Plan Book Volume 186, pages 188 to 195.
- q) Nevillewood Plan No. 9 as recorded October 12, 1995 in Plan Book Volume 189, pages 10-17.

BY-LAWS

OF

NEVILLEWOOD HOMEOWNERS ASSOCIATION

Article I

Name; Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Nevillewood Homeowners Association (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Pennsylvania shall be located in Collier Township, Allegheny County.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Nevillewood Homeowners Association (Said Declaration, as amended, renewed, or extended from time to time, in hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

## Article II

### Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Plan or as convenient thereto as possible and practical.

Section 3. Annual Meeting. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Board so as to occur at least ninety (90) but not more than one hundred twenty (120) days after the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meeting. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of quorum of the Board of Directors of upon a petition signed by members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the members shall

be delivered, either personally or by mail, to each Member entitled to vote at such meetings, not less than ten (10) nor more than fifty (50) days before the date of such meetings, by or at the direction of the President or the Secretary of the officers or personal calling the meeting.

In the case of a special meeting or when required by statute or these By-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to a Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any

business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original at the original meeting or if for any reason a new date is not fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is presented may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five percent (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy. The presence of, or vote or other action at a meeting of Members, or the expression of consent or dissent to Association action in writing, by a proxy of a Member shall constitute the presence of, or vote or action by, or written consent or dissent of the Member. Every proxy shall be executed in writing by the Member or by his duly authorized attorney-in-fact and filed with the secretary of the Association. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective unless written notice thereof has been given to the secretary of the Association. An unrevoked proxy shall not be valid after ninety days from the date of its execution.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Members representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside of all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

### Article III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when ninety percent (90%) of the Lots permitted by the Master Plan for the property approved by the Board of Commissioners of Collier Township and described on Exhibits "A" and "B" of the Declaration have been conveyed to Persons other than the Declarant.

(b) December 31, 1999; or

(c) when, in its discretion, the Class "B" Member so determines.

This Section 2 may not be amended without the express written consent of the Class "B" Member as long as the Class "B" membership exists.

Section 3. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 6 Below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 4. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, by in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Election and Terms of Office. Notwithstanding any other provisions contained herein:

(a) Within thirty (30) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Members other than the Class "B" Member shall elect three (3) of the five (5) directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The directors elected by the Members shall not subject to removal by the Class "B" Member acting alone and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting occurs within thirty (30) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (b) below/

(b) At the first annual meeting of the membership after the termination of the Class "B" Control Period the Members shall elect five (5) directors. Three (3) directors shall be elected to serve a

term of two (2) years and two (2) shall be elected to serve a term of one (1) year. Upon the expiration of the initial term of office of each such director, a successor shall be elected to serve a term of two (2) years. Thereafter, all directors shall be elected to serve two (2) year terms. For the purpose of the election of directors, each Member shall have one (1) equal vote. The Class "B" Member shall be entitled to one (1) vote for each Lot owned.

At any election of directors, each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. Any directors elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term or such director.

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 7. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 8. Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication, either directly to the director or to a person at the director's office or home would reasonably be expected to communicate such notice promptly to the director. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notice given by personal delivery or telephone, shall be delivered or

telephoned, at least seventy-two (72) hours before the time set for the meeting.

Section 10. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority may adjourn the meeting to a time not less than five (5) or more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the

Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all directors are able through telephone connection to hear and to be heard.

Section 14. Open Meetings. Subject to the provisions of Section 15 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussions or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting of consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not

by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budget in which there shall be established the contribution of each Owner to the Common Expenses and Cluster Expenses;

(b) making assessments to defray the Common Expenses and Cluster Expenses, establishing the means and methods of collecting such assessments, establishing the means of collecting such assessments, and establishing the period of the installment payments of the assessments; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the first month for each calendar quarter;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for

the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, maintenance, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws including care and maintenance of lawns and landscaping and snow removal for Manor Homes and Carriage Homes and any repair or maintenance which has not been done by any Lot Owner after receiving written notice from the Association of the need to perform such repair or maintenance;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing and proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific

Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, and first Mortgagee, and the holders, Insurers, and Guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Lot and all other books, records, and financial statements of the Association;

(n) granting easements over or conveying portions of the common area or exclusive common area when doing so will not adversely affect the residents of the Community; and

(o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Plan.

Section 17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 16 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) day's or less written notice.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principals, shall be employed;

(b) accounting and controls should conform to generally accepting accounting principals;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) any financial or other interest which the Declarant or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(e) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all counts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect each installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day of each month unless otherwise determined by the Board of Directors); and

(f) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report shall include certified financial statements.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Area without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain member approval in the same manner provided in Article XXII, Section 5, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or addition amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles

of Incorporation, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the Members other than the Declarant and the Declarant's nominees.

Section 20. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction in the notice shall be imposed.

(b) Hearings. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors of the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by and Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision of the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity or enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for

the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

## Article IV

### Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same persons, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whatever in its judgment the best interest of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the

Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and my delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

## Article V

### Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1

of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 20 of these By-Laws.

Section 3. Architectural Control Committee. In addition to any other committees appointed as provided above, there shall be an Architectural Control Committee with the duties set forth in the Declaration.

Section 4. Cluster Committees. The Board or the Owners in any Cluster, upon the request of a majority of such Owners, may create a Cluster Committee to deal with issues relating exclusively to such Cluster including any exclusive common area contained therein.

## Article VI

### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board Resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Pennsylvania Law, the Articles of Incorporation, the Declaration of these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Pennsylvania Law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Pennsylvania Law,

the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonable related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notice. Unless otherwise provided in these By-Laws, all notices demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have

been duly given if delivered personally or if sent by United States Mail, first class postage prepaid;

(a) if to a Member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lost of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of this first Lot, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it still owns property described in Exhibits "A" or "B" to the Declaration for development as part of the Plan and so long as the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total votes of the Association, including seventy-five percent (75%) of the votes held by Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Allegheny County, Pennsylvania.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or

priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.



NEVILLEWOOD  
HOMEOWNERS ASSOCIATION  
P.O. BOX 291  
PRESTO, PA 15142

**POLICY RESOLUTION #1**

**SOLICITATION**

**NEVILLEWOOD HOMEOWNERS ASSOCIATION**

**WHEREAS**, there is a need for the Board of Directors to establish guidelines and procedures for carrying out its responsibilities with regard to establishing certain Rules and Regulations;

**WHEREAS**, ARTICLE III, SECTION C.16: "POWERS" OF THE NEVILLEWOOD HOMEOWNERS ASSOCIATION AND 16F, "MAKING AND AMENDING RULES AND REGULATIONS", establishes certain authority for governing the affairs of the Association. Solicitation within the perimetrical boundaries of Nevillewood Homeowners Association without prior Board approval is an unapproved activity. Any and all solicitations or attempts to solicit, by any means for any reason without Association Board approval, will be subject to fines and reported to the local municipality.

**IN WITNESS WHEREOF**, WE, BEING DIRECTORS OF THE NEVILLEWOOD HOMEOWNERS ASSOCIATION, HEREBY SET FORTH OUR SEAL ON THIS SEVENTH DAY OF AUGUST, 2000.

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**PRESIDENT**

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**SECRETARY**



## **NEVILLEWOOD DESIGN GUIDELINES**

**a Supplement to the  
Declaration of Covenants**

## I. THE DESIGN GUIDELINES

The Nevillewood Design Guidelines are meant to enhance and support the rules and regulations of Nevillewood's Declaration of Covenants. A prime objective of the Design Guidelines is to aid in unifying the Architectural character of Nevillewood. The Guidelines deal with both the site improvements, architectural quality and aesthetic values of Nevillewood.

The Design Guidelines along with the Declaration of Covenants afford the Nevillewood Homeowners Association and the Architectural Control Committee (ACC) quality control over the design and development of Nevillewood. In the case of a conflict between the terms herein and the terms of the Covenants, the terms of the Covenants shall control.

It shall be the responsibility of the individual homeowner to insure that all improvements, activity and construction by themselves, their builders or agents will be in compliance with the Covenants and the Design Guidelines.

## II. SITE DEVELOPMENT STANDARDS

### A. TREE PRESERVATION

One of the primary goals of Nevillewood is to minimize the disturbance of existing ecological systems and to preserve existing vegetation (trees, understory and groundcover). Long-term benefits of native tree preservation can include:

1. Lower landscape costs in development.
2. Optimal visual quality and retention of existing character.
3. Reduction of the amount of disturbed area, resulting in less soil erosion and sedimentation.
4. Better filtration and dissipation of storm water runoff with native vegetation, creating better water quality.
5. Reduction of future irrigation, fertilizer and pesticide needs.
6. Reduction of future landscape maintenance costs.

Owner and builders may not removed trees prior to final approval of plans by the ACC. Three may be cut after such approval only for clearing for driveways and building pads. All other tree cutting must be approved as part of the landscape plan. The cutting of trees ten inches (10") in diameter or greater will be discouraged and will be prohibited in some areas.

The following measures will be undertaken to ensure preservation of existing vegetation.

1. A tree survey shall be completed (in conjunction with other required survey work). Although major trees should be located prior to schematic designs, at the time of the schematic design conference a tree survey covering all areas that will be affected by construction will be necessary. Tree surveys should identify:

- a. All individual trees above eight inch (8") caliper identified by species and size.
- b. Approximate dripline of all individual specimen trees above eight inches (8") caliper.
- c. All tree masses with general vegetation associations identified (i.e. Upland Pine Forest, Mixed Pine-hardwood Forest, Hardwood Forest, etc.) and major species present in each association.

2. The tree survey shall be used as an aid in developing preliminary plans. Tree preservation should be a high priority in siting of buildings, parking, roads and other site elements.

3. Final plans must clearly delineate trees to be preserved and a limit of disturbance lines. This should be cross-referenced with all aspects of the development such as utilities, grading, layout, erosion control, etc.

4. The limit of disturbance line must be protected with fencing, conspicuous and high enough to be seen by equipment operators. Fencing must be installed far enough from the tree to prevent compaction and puddling over the root system and large enough to include the area within the dripline. No grading shall take place within the dripline of trees to be preserved. Sensitive root systems fall within this area and must be protected.

5. No clearing or disturbance offsite will be permitted.

6. No equipment storage or parking will be allowed within these preservation areas. If week and debris removal is required within this area it can be done with hand tools.

7. Temporary fencing must be installed prior to any clearing and construction and must be maintained in good condition until construction is completed

8. To control the above, strict construction specifications will be required. Sample specifications regarding the above can be provided by the ACC if requested. A penalty clause shall also be included in the specifications to include the following:

Any tree within the area delineated to be preserved which is damaged shall be replaced with a tree that is the same of similar species and size. In the event of damage to a large tree which cannot be replaced on an equal basis, threes (2 1/2" min. Caliper) must be used as replacements such at the sum of the calipers of the replacement trees equals one-half (1/2) the caliper of the damaged tree (for example, if a 30" caliper tree is destroyed within the preservation zone, 5 - 3" or 6 - 2 1/2" trees would be required replacements).

9. Every effort should be made to preserve as many trees as possible. Special measures such as tree wells, retaining walls, drain fields, etc. should be employed where grade changes are required close to existing trees. Please refer to such books as "Off the Board/Into the Ground" by Gary Robinette for proper preservation techniques.

10. When trees have been marked to be saved within a steep area and grading is to be heavy, two things can be done:

- Retain the earth outside the dripline on four sides to create a tree well.
- Retain the earth outside the dripline and removed the earth to the dripline in terraced situation.

#### C. GRADING AND MOUNDING GUIDELINES

The following grading standards shall b e conformed to in site development.

#### B. SITE GRADING

Site grading shall be done in such a way as to preserve and enhance the existing topographic features and to provide positive drainage. When modifications occur, surface drainage systems such as swales and retention basins are preferable to underground systems.

Retaining walls are acceptable where proposed grades are in excess of a 2:1 slope. Areas with slopes in excess of 3:1 will require slope stabilization treatment such as erosion control planting, etc. to protect the slope from adverse run-off.

Where retaining walls are required, they shall be of a material compatible with the building material and the overall community character.

Berns, channels, swales, etc. shall be graded in such a way as to be an integral part of the natural areas.

Where landscape mounding, or earth contouring is required, smooth transitions with soft natural forms are desired. Trees are not to be planted directly on top of mounds.

<u>Condition</u>	<u>Max.</u>	<u>Min.</u>
<b>Parking Areas</b>		
-- Slope along curb	5%	1%
-- Cross Slope	3%	1%
<b>Terraces/Courtyards/Sitting Area</b>		
-- Concrete	2%	.5%
-- Flagstone, Slate, Brick, etc.	2%	1%
<b>Lawn Areas</b>		
-- Recreational	6%	1.5%
-- Mowed Grass Embankments	3:1	---
Steep Embankments (require vegetative erosion control, retaining wall, etc)	All slopes steeper than 3:1	
<b>Swale Side Slopes</b>		
-- in vegetated areas	2:1	---
<b>Longitudinal Slope of Swales</b>		
-- Grass Invert	8%	1%
-- Paved Invert – in parking lots only	12%	.5%

D. LANDSCAPE STANDARDS

General

The goal and intent of the Design Guidelines is to aid in protecting and enhancing the existing landscape and vegetation. Preservation of existing native species is paramount and all plans for improvement must respect existing tree locations. Please see the discussion of Tree Preservation set out above.

To enhance the existing natural landscape, additional vegetation should complement native species and be compatible with existing environmental and ecological conditions. To the greatest extent possible areas should be replanted with indigenous grasses, plants and trees to assure continuity with the surroundings.

The cutting and clearing of existing vegetation understory may be done to open views if approved as part of the landscape plans, but cutting and clearing should be kept to a minimum so as to leave the vegetation for buffering, privacy and landscape definition. In some areas such cutting and clearing may be strictly limited. In case where understory is not present, then the addition of small flowering tree groups and shrubs should be considered.

Because some portions of Nevillewood do not have existing trees due to the sites agricultural past, a

minimum number of new street trees will be required for each Lot which does not have existing trees of a comparable size in the front yard. Each new residence must plant the following number of 3" caliper deciduous trees based upon the lot's street frontage.

<u>Street frontage</u>	<u>3" caliper tree</u>
Less than 50' wide	1
51' to 90' wide	2
91' to 140' wide	3
141' to 200' wide	4
greater than 200' wide	5

These trees must be planted within the street right-of-way or in the first 15' of the front yard adjacent to the street. The type of trees must be shown on the required landscaping plan and must be approved by the ACC.

It is recommended that landscape plans be prepared by a landscape architect registered in the State of Pennsylvania.

## A Partial List For Use at Nevillewood

<u>Botanical Name</u>	<u>Common Name</u>
<b>Large Deciduous Trees</b>	
Acer platanoides	Norway Maple
Acer rubrum	Red Maple
Gleditsia triacanthos inermis	Thornless var. Common Honeylocust
Liquidambar styraciflua	Sweetgum
Platanus acerfolia 'Bloodgood'	White Oak (slow growing)
Quercus alba	Pin Oak, Willow Oak, Scarlet Oak
Quercus palustris	Water Oak
<b>Small Deciduous Trees (ornamental)</b>	
Amelanchier canadensis	Serviceberry
Cercis canadensis	Redbud
Cornus florida	Flowering Dogwood
Magnolia soulaneana	Saucer Magnolia
Magnolia stellata	Star Magnolia
Pyrus caleryana	Callery Pear
<b>Large Deciduous Shrubs</b>	
Euonymus alatus	Winged Euonymus
Forystia x intermedia	Boarder Forsythia
Syringa vulgaris	Common Lilac
Viburnum tomentosum 'mariseii'	Maries Viburnum
<b>Large Evergreen Shurbs</b>	
Ilex glabra	Inkberry
<b>Medium Deciduous Shrubs</b>	
Berberis thunbergii	Japanese Barberry
Berberis thunbergii var.	Red Japanese Barberry
Atropurpurea	
Euonymus alatus 'compactus'	Dwarf Winged Euonymus
<b>Medium Evergreen Shrubs</b>	
Berberis juliana	Wintergreen Barberry
Ilex crenata 'convexa'	Convex leaf Japanese Holly
Juniperus chinensis 'pfitzeriana'	Pfitzer Juniper
Pyrus japonica	Japanese andromeda
Rhododendron catawbiense	Catawba Rhododendron
Taxus cuspidate 'nana'	Dwarf Japanese Yew
<b>Small Evergreen Shrubs</b>	
Cotoneaster horizontalis	Rockspray Cotoneaster
Euonymus fortunei 'vegetus'	Witnercreeper
Juniperus chinensis 'pfitzeriana compacta'	Compact Chinese Juniper
Mahonia aquifolium	Oregon Grapeholly
Pinus mugo 'compacta'	Compact Mugo Pine
<b>Groundcovers &amp; Vines</b>	
Hedera helix	
Juniperus chinensis var. sargentii	English Ivy
Juniperus horizontalis	Creeping Juniper
Pachusandra terminalis	Pachysandra
Vinca minor	Common Periwinkle
<b>Grasses</b>	
Poa patensis	Bluegrass
Festuca rubra	Fescues
Lolium perenne	Perennial Ryegrass

E. SITE DETAILS

***Landscape Lighting***

Lighting should be used to provide effective accent and to enhance the natural characteristics of the landscape. Fixture lamps should be either incandescent or mercury vapor and should be shielded by planting or other methods acceptable to the ACC. All fixtures should be concealed in daylight.

Landscape lights may be placed in trees, creating ground patterns, but fixtures, wire and conduit should be concealed and lenses shielded.

***Seasonal Lighting***

All exterior Christmas lighting must be done only with white lights.

***Security Lighting***

Pole mounted yard lights and large floodlights mounted to the house are prohibited. Security lighting shall be building uplights, with lighting shining up at the house or building. Care should be taken not to direct lights toward streets or adjacent property.

Each resident shall have one pole mounted carriage lamp located within 20' of the street along the residence's driveway.

***Fences***

1. Temporary Fences. Fences used as temporary barriers during construction around vegetation must be sturdy, at least four (4') feet tall, and easy to maintain. Fences are prohibited in utility easements and road right of ways and all temporary fences must be removed prior to issuance of a certificate of occupancy.

2. Permanent Fences and Walls. Fences and walls, if they are to be utilized in connection with single-family homes, shall be used to define spaces such as private gardens, patios, pools, etc. rather than delineating property lines. Privacy fences and walls in all cases shall be limited to small enclosures around the house.

Fences and walls shall be architectural extensions of the house or other building and shall be composed of materials and/or colors to complement the house or other building.

Chain link fences will not be permitted. In the event that a chain link fence is approved, it must be screened so as not to be visible from any common area, road, golf course or adjacent building.

There shall be no property line fences along golf course frontage.

***Mailboxes***

Location of private individual mailboxes shall be adjacent to the curb for easy access by mail carriers. The mailboxes shall be mounted in a simple and tasteful manner to meet standard official postage regulations and to preserve the visual character of Nevillewood. The style of mailbox shall be standard for all houses and shall match the existing mailboxes in use.

***Garages***

Garage openings shall be located and treated so that approaches to individual houses are not visually impacted or dominated by the garage. Garage doors must be 9' wide, individual doors.

Garage door materials shall be limited to painted wood and painted metal or aluminum. Garage doors shall remain closed when not in operation or use.

***Driveways and Vehicles***

No cars will be allowed to be parked overnight on streets, roads or right-of-ways. On-street parking will be discouraged and may be prohibited in some areas. Vehicles parked overnight in the open rather than in garages shall be screened from roads and common areas.

Driveways shall be made of a durable concrete material. Suggested materials are brick, concrete pavers, scored concrete or a combination. Asphalt with controlled edges is also acceptable.

All driveways shall be long enough to comfortably park one car off the street and beyond the right-of-way.

When possible, a curvilinear driveway is desirable. No driveway located on steep lots shall have a maximum slope of greater than 15%.

#### ***Accessory Buildings***

Pre-fab storage sheds are not permitted. Storage buildings that are an integral part of the architecture may be permitted, but do require ACC approval.

#### ***Antennas and Satellite Dishes***

Exterior antennas and satellite dishes are not permitted when greater than 18", Dishes of 18" and less may be allowed if screened and not visible from the street and golf course. Dishes must be painted the same color as its background material.

#### ***Signage and Advertising***

Advertising of specific products, trade names, brands, etc. on individual lots is prohibited. Political posters, temporary advertising, "yard sale" signs, "for sale" and similar signs are prohibited. Garage and yard sales signs are not permitted. Security, work in progress advertising signs are prohibited. All house "for sale" signs shall be as per standard Nevillewood sale signs provided by the Homeowners Association at cost. Signs must be removed within 48 hours of pending sale agreement.

#### ***Street Address Numbers***

Street address numbers are to be located on mailboxes and the face of the house or building. House numbers should be sufficiently large to be seen from the street.

#### ***Landscape within Right-of-Way***

Planting in right-of-ways shall be limited to deciduous street trees and grass only. Refer to the landscape list for recommended varieties. Property must be maintained from edge of street to golf course property line.

#### ***Utilities***

HVAC units shall be screened and not visible from street and golf course. All utilities shall be underground. Utility boxes/meters shall be screened.

#### ***Garbage Cans***

All garbage cans may be taken out by the owner on the evening before trash pick-up days and returned to their screened area by the end of trash pick-up days.

### **III. ARCHITECTURAL GUIDELINES**

One of the goals of the Master Plan is to create a unified and complementary total development. It is expected that all design elements, both site and building, will complement the project. Building massing, detailing, colors and textures should respect the image of the development.

The approval of exterior building materials including type, color, texture and durability, and the extent of use of any single material or combination of materials shall be solely at the discretion of the ACC.

Permanence implies that buildings will age without deteriorating, given a minimum level of maintenance. This shall be achieved by use of quality building materials and methods of construction. For this and visual reasons, certain materials and finishes are excluded. Materials prohibited on exterior surfaces are:

- a. concrete block
- b. metal
- c. plywood
- d. plastic or vinyl
- e. cement asbestos

The intent of the Design Guidelines is to encourage individual expression and, through an outline of basic and simple criteria for sound architectural practice and good design, aid individuals in achieving a project character of similar style and quality.

#### ***Exterior Vents and Wiring***

All vents and stacks shall be painted to match the color of its background building material. No exposed exterior wiring shall be permitted on the outside of the dwelling.

#### ***Doors***

All exterior doors shall match the architectural character and quality of the dwelling. Metal doors are discouraged, but if proposed must be approved by the ACC.

#### ***Windows***

No metal windows shall be permitted. Double hung windows shall be true divided light windows (no pop-in mullins are allowed). All windows shall have a minimum 5 ½ " header trim. Each exterior side of a dwelling shall have windows. Windows should be spaced symmetrically where possible.

#### ***Roof, Gutter and Downspouts***

No plastic or artificial roofing material shall be allowed. High quality roofing material is encouraged and must be approved by the ACC. Copper flashing, gutters and downspouts are encouraged, but when other metal material is used, it must be painted to match the roof and trim colors.

All roof downspouts must be connected to a storm collection system which outlet into the storm sewers or into an individual rock sump. In no case, will downspouts be allowed to discharge directly onto the lawn area adjacent to the residence or toward abutting property.

#### ***Decks***

All wood decks, stairs and rails shall be painted or stained to match the color of the dwelling. All exterior stairs shall have risers. All exposed undersides of decks visible from the street or golf course shall be screened with landscaping.

### **IV. MAINTANENCE**

#### **A. LAWN MAINTANENCE**

Lawns and other ground cover shall be kept well trimmed at all times. Removal of leaves shall be done within a reasonable time during the fall season. Catch basins and other drainage collection points shall be cleaned regularly.

#### **B. TREES AND OTHER PLANTS**

Seasonal pruning and cutting dead braches shall be done as required. Extra care shall be taken for new plantings in their initial stage of establishment on the site.

#### **C. WATERING**

Plants and laws should be watered as necessary during the growing season. However, local temporary water use restrictions shall be strictly adhered to.

### **D. BUILDING MAINTENANCE AND CLEANING**

To insure the quality standards projected for Nevillewood, all buildings shall be well maintained and clean at all times. Provisions of services shall be made for necessary cleaning of masonry and washing and polishing of metals, particularly at the main entrances. Broken glass, damaged windows, light poles and lamps shall be repaired or replaced promptly.

### **E. EQUIPMENT STORAGE**

Storage of all maintenance equipment shall be Within garages or well screened. It should not be visible from roads, common open spaces or adjacent lots.

## BUILDER ADDENDUM TO AGREEMENT OF SALE

The following provisions supplement and modify the Buyer Lot Purchase Contract (the "Contract") by and between parties hereto:

1. Buyer shall perform its work upon the Property, and conduct all building operations in a net, professional and workmanlike manner, in compliance with all federal, state and municipal laws, regulations and ordinances. Buyer agrees to take all necessary action to protect the streets, sidewalks, common areas, landscaping, curbs, utilities, amenities, and other portions of the PRD from any and all damage or incident, due to any construction upon the Property (including any damage caused by equipment or workmen, or due to any site preparation or construction). Buyer shall respond and address all complaints made by any property owners in the PRD, or any governmental authorities, effectively and promptly.

2. Buyer shall identify and hold Seller harmless from and against any and all liability, including, but not limited to any liability for injuries suffered to any persons, property or thing, on account of Buyer's operations, construction and use of the Property, including but not limited to, due to any endorsements, water discharge or subsidence onto an adjacent property. This indemnity shall include, without limitation, any cost, fines, or other charges including attorney's fees, which Seller may suffer or become liable for as a result of Buyer's actions or inactions in connecting with the Property.

3. Notwithstanding anything to the contrary contained in the Agreement, or in the Declaration, Buyer covenants and agrees to cause construction of a single-family residential dwelling to commence on the Property within sixty (60) days after settlement and to cause such construction to be completed and a certificate of occupancy issued within six (6) months of the date on which construction is begun. Buyer agrees, and the deed of conveyance to Buyer may provide, that if development or construction on the Property shall not have been commenced in good faith within the required time period, then at any time after the expiration of such period and prior to commencement of construction, Seller shall have the right to require the conveyance of the Property to Seller or any third party designated by Seller by special warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Buyer and subject to standard and customary easements that do not hinder the use of development of and/or construction of improvements upon the Property or any portion thereof) for a total consideration equal to the Purchase Price paid by Buyer hereunder, less fifteen percent (15%). Upon conveyance, Seller shall pay the owner the repurchase price in funds immediately available in the metropolitan Pittsburgh, Pennsylvania area. Ad valorem taxes and assessments shall be prorated as of the date of such reconveyance in the manner provided in this Contract. All transfer taxes and fees and recording fees shall be borne by the owner upon reconveyance. If the title proposed to be conveyed to Seller is subject to any lien, encumbrance or other defect which is not permitted in this Paragraph, Seller, in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Seller (including, but not limited to, attorney's fees and paralegal's fees) from the amount of the purchase price otherwise payable as provided in this Paragraph.

4. Buyer agrees to comply with any and all requirements set forth by Seller from time to time in connection with the construction of improvements upon the Property specifically, the PRD generally, and the particular subdivision in which the Property is located. Currently, the Developer-builder requirements include:

- a. All of the Property; borrow areas, and fill areas disturbed during construction must have all required erosion controls in place within 48 hours prior to any construction as per the Builders Specification and Utility Plan submitted by Seller.
- b. Any and all topsoil or earth material stockpiles must have a silt fence around the low side and must be seeded within one (1) week of storage with seed and straw mulch. If seed does not take, stockpile must be reseeded.
- c. All access to and from the Property must be through the rock construction entrance. No other access to the Property will be permitted.

- d. Buyer must use Property only for construction. There shall be no staging of any material or equipment on any lot, common area, golf course property, or otherwise, other than on the Property.
- e. All trash papers, building material, brush and trimmings must be kept in dumpsters or other approved containers. No debris is to be left on the Property. The Property must be cleaned at the end of each day.
- f. The Property requires sidewalks as per sidewalk detail on the Builders Specification and Utility Plan. All sidewalks are the Buyer's responsibility and must be installed and approved by the municipality and Seller before an occupancy permit is granted.
- g. All sanitary sewer laterals and wye locations and elevations must be taken into consideration before setting the final floor elevation.
- h. There shall be no dumping of any excess material or topsoil generated from foundation excavation of lot grading on any other lot or property. Buyer must first submit a plan to show where on-lot controls will be placed, the keyways required and what seeding and mulching program will be used, along with a schedule of completion.
- i. All building and landscape plans must be submitted to the Architectural Control Committee of the Association for review and approval before starting any construction. Any change from the approved plan must be approved by the same Board. All building plans must show finished first floor elevation and basement elevation.
- j. No "for sale" sign, builders sign, or any other sign, shall be permitted on the Property unless it is purchased from Seller.

5. It is acknowledged between the parties that Buyer, and not Seller, is responsible for the payment of any commission that may be due and owing to any realtor, including but not limited to, Howard Hanna Company, on account of this transaction. Builder has signed a separate listing agreement with Howard Hanna Company and has agreed to pay any and all such commissions that may be due and owing on account of any sale of this Property; however, where no such listing agreement has been executed, Buyer agrees to pay Howard Hanna Company a commission of six percent (6%) of the Gross Sales Price in connection with the sale of any speculative home, pre-sold speculative home, or other home constructed upon the Property, or upon the commencement of construction upon any executed construction contract ("Gross Sale Price" shall be the total cost to the purchaser; inclusive of all improvements and work upon the Property). Therefore, Buyer hereby indemnifies and holds Seller harmless on account of, from any and all commissions claimed by any real estate company, including, but not limited to, Howard Hanna Company, on account of the instant Agreement of Sale, or on account of any sale with regard to this Property.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated on the Contract.

BUYER:

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SELLER:

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