

**LAKEMONT FARMS  
HOMEOWNERS ASSOCIATION  
DECLARATION**

DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS

LAKEMONT FARMS AND HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by CAPITAL REAL ESTATE, INC., a Pennsylvania corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in South Fayette Township, Allegheny County, Pennsylvania, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

WHEREAS, those persons whose joinders are attached hereto ("Joining Parties") are the owners of certain lots located in South Fayette Township, Allegheny County, Pennsylvania, more particularly described in Exhibit "A-1".

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A", and the Joining Parties hereby declare that all the properties described in Exhibit "A-1", 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 and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Lakemont Farms Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land and any designation of units shown upon the recorded subdivision map of the

Properties (including any sublots established by letter, dotted lines or otherwise), or on any Exhibit attached hereto, or any Supplemental Declaration or Amendment thereto, with the exception of the Common Area. If a designation of a Living Unit does not result in an actual corresponding constricted Living Unit, a "Lot" shall mean and refer to an area upon or in which each separate Living Unit is constructed, except in Multi-Family structures. The term "Lot" shall include a Condominium Lot, where such may occur.

Section 4. "Single Family Lot" shall mean an area consisting of a minimum of ten thousand (10,000) square feet upon which a single family detached home is erected.

Section 5. "Properties" shall mean and refer to that certain real property described in Exhibits "A" and A-1 and such additions there-to as may hereafter be brought within the jurisdiction of the Association by annexation of the Declarant or by vote of the Owners as provided in this Declaration.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be owned by the Association following the recording of this Declaration of Covenants, Conditions and Restrictions shall be bounded and described as set forth in Exhibit "B" attached hereto and made a part hereof. Other real property may be hereinafter conveyed to the Association as Common Area.

Section 7. "Recorded" shall mean duly recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Section 8. "Living Unit" shall mean and refer to any structure or to any portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

Section 9. "Declarant" shall mean and refer to Capital Real Estate, Inc., its respective successors and assigns, if such successors and assigns should acquire one or more Lot(s) which is part of the Properties from a Declarant for the purpose of site development and/or construction, provided such person or entity is engaged in the residential development and/or construction business at the Properties. Declarant shall also specifically mean and refer to the extent that it owns or acquires one or more Lot(s) which is part of the Properties for the purpose of site development and/or construction or it now or hereafter owns any property which may be, or is, annexed to the Properties pursuant to Article IX hereof.

Section 10. "Occupant" shall mean and refer to the Occupant of a Living Unit shall be either the Owner or a leasee who holds a valid lease.

Section 11. "Board of Directors" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

Section 12. "Members" shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration.

Section 13. "Clustered Home" shall mean and refer to a single, double or quad townhouse erected on its own lot as defined herein.

Section 14. "Single Family Attached Home" shall mean and refer to a townhouse, row house, patio house or zero-lot line house erected on its own Lot as defined herein.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenance to and shall pass with the title to every Lot, and every member of the Association shall have a right of enjoyment in the Common Area, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or Living Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility, or to mortgage all or any part of the Common Area, for such purposes and subject to such conditions as may be agreed to by the members. Except as may be permitted by Section 3 of this Article II, and as may be elsewhere provided for herein, no such dedication, transfer or mortgage shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members (except Class E) agreeing to such dedication, transfer or mortgage has been recorded.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, and to his guests, subject to such reasonable rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article IV of this Declaration.

Section 3. Title to Common Area. Title to the Common Area shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances; provided, however, that Declarant shall have the right to reserve for the purpose of development of the Properties all or any portion of the Common Area for various utility rights of way in connection with development of the properties, together with the right to dedicate utility rights of way where applicable and customary and the right of temporary ingress and egress across the Common Area in connection with the development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the members easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition. Any Lot with access over a private road, if any, shall have, as an appurtenance thereto, the right to use and enjoyment of such private road, subject to Article VIII hereof and subject to such reasonable rules and regulations as may be adopted by the Association. The right to use and enjoy such private road, if any, shall be perpetual, appurtenant to and shall pass with the title to each such Lot.

Section 4. Utility Easements - Right of Entry. Each Lot shall be, and is hereby made, subject to easements in favor of the Declarant, the members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems and other utility services, including but not limited to pipes, lines, manholes and other equipment, as may be necessary to service and Lot. The location of said easements shall be located by construction by the Declarant.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner of a Lot which is subject to assessment and each occupant of a Living Unit shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership and/or occupancy of any Lot or Living Unit.

Section 2. Membership Classes and Voting Rights. The Association shall have six (6) classes or voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of each Lot upon which is constructed a single family detached home, and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the Owned Lot.

Class B. Class B members shall be all Owners, except Declarant, of each Lot upon which is constructed a single Family home within the clustered area of the development and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owners occupies the owned Lot.

Class C. Class C members shall be all Owners, except Declarant, of each Lot upon which is constructed a double townhouse within the clustered area of development and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owners occupies the owned Lot.

Class D. Class D members shall be all Owners, except Declarant, of each Lot upon which is constructed a quad-townhouse within the clustered area of development and each such Owner shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owners occupies the owned Lot.

Class E. Class E members shall be all non-Owner occupants, except Declarant, who occupy a Lot or Living Unit and shall be entitled to one vote for each such occupancy; provided however, that Class E members shall not be permitted to vote on any subject requiring the consent of two-thirds (2/3) of each class of members.

Class F. Class F members shall be the Declarant, and shall be entitled to four votes for each Lot owned. The Class F membership shall cease and be converted to Class A, B, C, D or E membership, as appropriate, upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in all other classes of membership equals or exceeds the total votes outstanding in the Class F membership; provided however, that if at any time or from time to time, the Declarant does not annex additional properties as provided in Article IX of this Declaration so as to maintain Class F membership in existence due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class F membership shall not cease but shall continue; or

(b) on December 31, 1998.

Section 3. Joint Owners or Occupants. When more than one person holds an interest in any Lot or when more than one person occupies a Living Unit, all such persons shall be members of the Association; provided, however, that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine but in no event shall more than two (2) votes be cast with respect to any Lot not owned by Declarant.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant and the Joining Parties, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments of charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s) together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

##### Section 2. Purpose of Assessments and Maintenance.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare to the residents of the properties and for the improvements and maintenance of the Common Area, access easements as hereinafter defined, utility easements benefitting more than one Lot and not accepted by utility companies for maintenance, and if determined by the Association in accordance with the provisions of Article VI hereof, to the exteriors of any of all buildings or other structures on the Properties. All Home Owners shall be responsible for all of their own yard maintenance. In addition, maintenance shall include landscaping and repair of the entry area to the Properties within the Plan; maintenance shall also include repair, replacement and payment for the cost of electricity used for lighting, if any, installed within said

entry area, or elsewhere within the Common Area. Maintenance shall include the repair, replacement and maintenance of the drainage retention basin and system and any fences installed by Declarant in any portion of the Common Area or right of way. Further, maintenance shall also include snow and ice removal from said access easements so as to provide a channel for ingress and egress by vehicles to common areas. Maintenance shall also include repair, replacement and maintenance of said access easements.

Maintenance shall also include maintenance of the easement area and maintenance, repair and replacement of the trees, shrubs, plants, beds, street signs, fences, walls and drainage facilities installed or planted by Declarant for the benefit of the Association in any of the Common Areas or right of way areas of the recorded plans.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the recording hereof, the maximum annual assessment for each class member shall be Twenty-Three (\$23.00) Dollars per month except that under no circumstances shall the Declarant, whatever its class of membership, be obligated to pay more than ten (10%) percent of the maximum annual assessment designated for any class member. Further, Declarant shall only be obligated to pay assessments of Lots on which construction of Living Units have been substantially completed.

Further, Declarant shall be installing a club house, swimming pool, tennis courts, gazebo and putting green hereinafter collectively referred to as "Recreational Complex" which shall be completed within two (2) years once initial installation begins and which cost is to be fully reimbursable to the Declarant. At the time of the closing of a sale of each Lot in the recorded subdivision by Declarant, One Thousand (\$1,000.00) Dollars of the closing proceeds shall be set aside by the Declarant and applied towards the cost of the Recreational Complex and, in addition, Declarant shall receive a portion of the increased assessment, as set forth hereinbelow, until Declarant is fully reimbursed for the actual cost of the Recreational Complex estimated at Two Hundred Fifty Thousand (\$250,000.00) Dollars but not to exceed Two Hundred Eighty Thousand (\$280,000.00) Dollar and at which time the Recreational Complex shall be conveyed to the Association per Section 3. of Article II.

Notwithstanding anything to the contrary, contained herein, upon completion of the Recreational Complex, the monthly assessments for each class member shall be increased from \$23.00 to \$38.00.



Fifteen (\$15.00) Dollars of the increased assessment amount shall be remitted monthly to the Declarant until it is fully reimbursed for the actual cost of the Recreational Complex as aforesaid while the balance of the assessment amount shall be applied to maintenance.

(a) From after January 1 of the year immediately following the recording hereof by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments permitted for the previous year by not more than ten (10%) percent above the maximum assessment for the previous year without vote of the membership.

(b) From and after January 1 of the year immediately following the recording hereof, the maximum annual assessments may not be increased by more than ten (10%) percent, unless by a vote of two-thirds (2/3rds) of each of members (except Class E) in existence who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums as hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for repair or replacement of easements for utilities, if any, on the Lots, provided that, any such assessment shall have the assent of two-thirds (2/3rds) of each class members (except Class E) in existence who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called, in accord with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership (except Class E) in existence shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than

sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough votes to leave less than a quorum.

Section 6. Uniform Rate of Assessment, with the exception of assessments against the Declarant, both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership, and in no event shall the Declarant, whatever its class of member, be obligated to pay more than ten (10%) percent of the annual and/or special assessment designated for Class A, B, C, D or E members owning corresponding type Lots and/or Living Units.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Annual assessments provided for herein shall commence as to all members of the first day of the month following written notice on the commencement thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. With the exception of the first annual assessment, the Board of Directors shall fix the amount of the annual assessments against each member at least thirty (30) days in advance of commencement of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien against the property. No owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein. Provided, however, no land or improvements devoted to residential use shall be exempt from said assessments, charges or liens.

## ARTICLE V

### ENVIRONMENTAL PROTECTION BOARD

No building, fence (including but not limited to a privacy fence or the like), wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration of any of the foregoing (including any change in color or materials) be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location and color in recreation to surrounding structures and topography by the Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives, none of whom need be members of the Association. In connection therewith, the minimum requirements shall include a bituminous paved driveway completed within sixty (60) days after the dwelling is completed and a front and two (2) half sides of brick to grade on each dwelling. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by any Declarant with respect to any Lot or Living Unit before its initial occupancy. In carrying out the provisions of this Article V, of Article VI or Article VIII or any other Article of this Declaration, or any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot or Living Unit during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided, however, that except in the case of an emergency, no entry shall be made except upon fifteen (15) days' written notice to the member or

members affected thereby to correct the deficiency. No one entering any such Lot or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or wrongful or illegal act by reason of any such entry or inspection.

## ARTICLE VI

### MAINTENANCE

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon and access easements and such other matter are provided for in Article IV, Section 2 hereof.

Section 2. Individual Lots. Except as otherwise provided in this Declaration, including but no limited to, matters the maintenance for which assessments may be used as provided in Article IV, Section 2 hereof, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Lot and to repair, maintain and/or restore same, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon fifteen (15) days' written notice give to the Owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

## ARTICLE VII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and being on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Pursuant to Pennsylvania law, judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

## ARTICLE VIII

### USE RESTRICTIONS

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Environment Protection Board; provided, however, that this use restriction shall not apply to the Declarant, and shall not apply to the construction of any model home(s) erected and used for the purpose of selling Lots and erecting home(s) in the Plan.

(b) No noxious or offensive activity shall be carried on upon any Lot.

(c) Nothing shall be done on any Lot which may become a nuisance to be neighbors.

(d) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside lines or antennas of any kind shall be erected except by the Declarant during the period of development.

(e) No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any Lot; provided, however, this use restriction shall not apply to the temporary placement of a construction trailer used in conjunction with the sale of Lots and erection of home(s) in the Plan.

(f) No boat, boat trailer, house trailer, trailer, or any similar items shall be stored in the open on any Lot.

(g) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot or Living Unit for sale or rent, or signs used by Declarant to advertise the Property during the construction and sales period, subject to the rights of any member under the First Amendment of the Constitution of the United States of America.

(h) No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(i) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority, except by Declarant during development. The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided, further, they are not kept, bred or maintained for any commercial purposes.

(k) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on any record plan and Declarant reserves the right to establish and may dedicate easements and rights-of-way in, on, over, under, through and around portions of Lots for storm water drainage, sanitary sewers and other utilities; provided the same do not unreasonably interfere with the use of the Lot(s) as a residence. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, their respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved or established. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by any appropriate governmental authority.

(m) All Common Areas shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes set forth herein or otherwise authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.

(n) The Board of Directors and Environmental Protection Board shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem.

(e) Nothing in this Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Properties as more fully provided in Article V hereof.

#### ARTICLE IX

##### STAGED DEVELOPMENTS

Additional land within the non-shaded area shown on the map attached hereto as Exhibit "C" and made a part hereof, and designated on such map as "Additional Land", may be annexed by any Declarant, and their respective successors and assigns, without the consent of members until December 31, 1995. Annexation may be made of portions of any phase as shown on a general plan. Said general plan shall not bind Declarant, their respective successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record one or more Supplemental Declaration(s) of Covenants, Conditions and Restrictions of this Declaration to such Property. Upon the filing of any Supplemental Declaration and recordation of a plan of such addition, Owners of Lots and occupants of Living Units situated on the annexed properties shall be immediately entitled to the number of votes as determined for members within the initial property subject to this Declaration.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declarant. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability and Construction. 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. References in this document to the plural include the singular, and the singular the plural.



Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than ninety percent (90%) of all Lots and Living Units, and thereafter by an instrument signed by Owners owning not less than seventy-five (75%) percent of all Lots and Living Units. Any amendment must be recorded and takes effect immediately upon recordation.

Section 4. Amendment Resulting from Requirement of Governmental Agencies. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all members of any such proposed changes for the purpose of members submitting objections to such government agencies.

Section 5. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by vote of consent of Members having two-thirds (2/3rds) of the vote of each class of members (except Class E) then in existence.

Section 6. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control.

Section 7. Maintenance of Common Areas by Township. South Fayette Township, Allegheny County, Pennsylvania ("Township") may, at any time and from time to time, accept the dedication of land or any interest therein for public use and maintenance, but the Township need not require, as a condition of the approval of a planned unit residential development, that land proposed to be set aside for common open space be dedicated or made available to public use.

In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the development plan submitted to the Township, the Township may serve written notice upon such organization or upon the members setting forth the manner in which the association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original

notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within the said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of said Common Area, nor vest in the public and rights to use the same. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association theretofore responsible for the maintenance of the Common Area call a public hearing upon notice to such Association, or to the members, to be held by the Township Supervisors, at which hearing such Association shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township Supervisors shall determine that such Association is ready and able to maintain said Common Area in reasonable condition, the Township shall cease to maintain said Common Area at the end of said year. If the Township Supervisors shall determine that such Association is not ready and able to maintain said Common Area in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination in each year thereafter. The decision of the Township Supervisors shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Township shall be assessed ratably against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said Properties. The Township at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of Allegheny County, Pennsylvania, upon the properties affected by the lien.

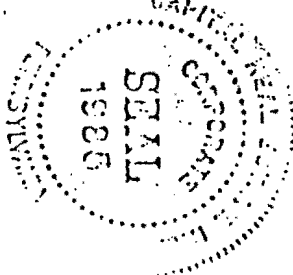
IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 2nd day of September, 1988.

ATTEST:

CAPITAL REAL ESTATE, INC.  
a Pennsylvania Corporation

Mariel L. ...  
Secretary

By: Joseph ...  
President



ALL that certain lot or piece of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 2 in the Portman Plan of Lots No. 2 as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 140, pages 144 - 147 including all the properties within the phase one and all subsequent phases of the Lakemont Farms Plan of Lots and subdivision as recorded in the Recorder's Office of Allegheny County in Plan Book Volume 150, pages 175 - 178, and resubdivision recorded at Plan Book Volume 154, pages 108 - 109.



EXHIBIT "A"

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JOINING PARTIES

The undersigned owners of Lot No. 7-A in the resubdivision of Parcel A of the Lakemont Farms Plan of Lots recorded in the Recorder's Office of Allegheny County in Plan Book Volume 154, pages 108 - 109 and Plan Book Volume 150, pages 175 - 178, respectively, hereby declare said Lot 7-A to be under and subject to the Declaration of Covenants, conditions and restrictions set forth by Capital Real Estate, Inc. for the Lakemont Plan as herein stated and recorded herewith.

WITNESS:

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Joseph N. DeNardo (DATE)

  
\_\_\_\_\_  
Shari A. Gregg DeNardo (DATE)

EXHIBIT "A-1"


A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF )

On this the 9th day of November, A.D. 1988, before me a Notary Public, the undersigned officer, personally appeared JOSEPH N. DENARDO, who acknowledges himself to be the President of CAPITAL REAL ESTATE, INC., a Pennsylvania Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*Faith Ann Stipanovich*  
Notary Public  
(Title Officer)



My commission expires

Notarial Seal  
Faith Ann Stipanovich, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 18, 1991  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) **SS**

RECORDED IN THE OFFICE FOR THE RECORDING OF  
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 9<sup>th</sup>  
DAY OF November A.D., 19 88 IN Deed  
BOOK VOL. 7906 PAGE 242 WITNESS MY HAND AND  
SEAL OF SAID OFFICE THE DAY AND YEAR AFORESAID.

*Michael A. Della Vecchia*

RECORDER



RECORDER OF DEEDS  
ALLEGHENY COUNTY, PA.  
Nov 9 3 37 PM '88

NOV 30 11 50 AM '88

*J. Fayette To*

Declaration of  
Covenants, conditions and  
Restrictions.

By  
Homeowners Association, Inc.  
*HRSD*

*PNB 1/22*

Mail to:

Richard A. Ferris, Esq.  
of

FERRIS, DI PAOLO & RUSSO  
ATTORNEYS AT LAW  
1106 FIFTH AVENUE  
PITTSBURGH, PENNSYLVANIA 15219  
(412) 566-2282

P. O. Nally Co., 427 Fourth Avenue, Pittsburgh, Pa. 15219

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