

**SECOND REVISED AND RESTATED PROTECTIVE COVENANTS  
AND DECLARATION OF HOMEOWNER'S ASSOCIATION  
AFFECTING WEATHERTON FARM ESTATES  
SITUATE IN THE TOWNSHIP OF UNITY,  
COUNTY OF WESTMORELAND AND  
COMMONWEALTH OF PENNSYLVANIA**



I hereby CERTIFY  
that this document is  
recorded in the  
RECORDER'S OFFICE  
of Westmoreland County  
Pennsylvania

*Tom Murphy*  
Tom Murphy • Recorder of Deeds

THIS DECLARATION made this 15 day of April 2003, by Yorkshire Enterprises, Inc., a Pennsylvania corporation with a business address of 3903 Chris Court, Murrysville, Pennsylvania 15668 (hereinafter referred to as the "Declarant"), is made for the specific purpose of subjecting the real estate described in Exhibit "A" attached hereto and incorporated herein by this reference to the following covenants, conditions and restrictions.

WHEREAS, Declarant is the fee simple owner of the real estate described in Exhibit "A" which real estate has been developed into a planned community known as Weatherton Farm Estates located in the Township of Unity, Westmoreland County, Pennsylvania, and recorded in the Recorder's Office of Westmoreland County, Pennsylvania at Instrument #200108020041449; and

WHEREAS, Declarant has deemed it desirable, for the effective preservation of the value of the land and properties, to create and properly maintain amenities within Weatherton Farm Estates, and to establish and empower a homeowner's association to which shall be delegated and assigned the powers and responsibilities as are hereinafter more specifically set forth including the undertaking of all such acts and activities to enforce the covenants, conditions and restrictions as herein provided, including, without limitation, the fixing of, collection and disbursement of assessments and charges, for the mutual benefit of the Lot owners of the subdivision; and

WHEREAS, on August 15, 2002, protective covenants for Weatherton Farm Estates were recorded in the Recorder's Office of Westmoreland County, Pennsylvania at Instrument #200208150052606, revised and restated at Instrument #200303060017945, and it is the desire and intent of Declarant to revise and restate the protective covenants for Weatherton Farm Estates; and

WHEREAS, it is the desire and intent of the Declarant, that all of the lots comprising Weatherton Farm Estates be held, sold and conveyed subject to the covenants, conditions, restrictions, charges and liens herein established, and that the same shall be binding upon and run with the land; and, shall further be binding upon and inure to the benefit of all persons having any right, title, or interest in the real estate described in Exhibit "A" and their respective heirs, legatees, personal representatives, successors and assigns.

**ARTICLE I  
SUBMISSION: DEFINED TERMS**

Section 1.1. Declarant; Property; Name. Yorkshire Enterprises, Inc., a Pennsylvania corporation ("Declarant"), owner in fee simple of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference, known as Weatherton Farm Estates ("Community"), located in the Township of Unity, Westmoreland County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the terms and conditions of this Declaration, and hereby creates with respect to the Property a planned community to be known as Weatherton Farm Estates.

Section 1.2. Application of Uniform Planned Community Act. The Community is exempt from compliance with all of the terms and conditions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §511, et seq. (the "Act"), as amended, pursuant to Section 5102(a)(2) of the Act, and shall only be subject to and required to comply with those provisions of the Act listed in said Section 5102(a)(2).

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Section 1.3. Easements, Licenses, Reserved Rights and Definitions.

1.3.1 Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses listed on Exhibit "B" attached hereto.

Section 1.4. Defined Terms.

1.4.1. The following terms shall have specific meanings herein as follows:

- a) "Association" means the Weatherton Farm Estates Homeowner's Association.
- b) "Board of Directors" means the Board of Directors of the Association.
- c) "Building(s)" means any building(s) constructed on a Lot by or at the direction of the Lot Owner, or constructed on the Common Facilities by or at the direction of the Declarant and/or the Association and included or to be included in the Property.
- d) "Bylaws" shall mean the Bylaws of the Association, as the same may be adopted and amended from time to time.
- e) "Class A Member" means every Class A Lot Owner, who shall, upon becoming a Class A Lot Owner, become a Class A Member of the Association. If more than one person or entity is a Class A Lot Owner for the same Lot, all shall be Class A Members of the Association, with such voting rights as are provided in the Bylaws of the Association.
- f) "Class A Lot Owner" means an owner of a Lot other than a Class B Lot Owner; and the Declarant, until such time as the Declarant no longer has any ownership interest in any Lots. Any person purchasing a Lot from a Class B Lot Owner after construction of a single family residential Building thereon shall be a Class A Lot Owner.
- g) "Class B Member" means every Class B Lot Owner, who shall, upon becoming a Class B Lot Owner, become a Class B Member of the Association. If more than one person or entity is a Class B Lot Owner for the same Lot, all shall be Class B Members of the Association, with such membership rights as are provided in the Bylaws of the Association.
- h) "Class B Lot Owner" means an Owner of a Lot who purchased said Lot with the intent of either:
  - i) constructing a single family residential Building thereon for sale to a third party (a contractor); or ii) having a single family residential Building constructed thereon in which the Lot Owner would reside.
- i) "Common Expenses" mean expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.
- j) "Common Facilities" means all real estate within the Community which is owned by, leased to, or identified and dedicated by Declarant or the Association for Community use, signage, lighting, landscaping, gates, walls, fences and storm water facilities and related devices, but not including any Lots.
- k) "Community" means the Community described in Section 1.1 above.
- l) "Declarant" means the Declarant described in Section 1.1.
- m) "Declaration" means this document, as the same may be amended from time to time.

n). "Fraction Interest" means the undivided ownership interest held by each Class A Lot Owner in the Common Facilities appurtenant to each Lot as set forth in Exhibit "D" attached hereto and incorporated herein by reference.

o) "Identifying Number" means the number assigned to the Lot for address and other purposes, which shall be unique for each Lot in the Community.

p) "Insurance Expenses" means the expenses incurred by the Association for insurance on the Common Facilities of the Community. Insurance Expenses will be assessed against both the Class A Lot Owners and the Class B Lot Owners.

q) "Property" means the Property described in Section 1.1 above..

r) "Rules and Regulations" means such Rules and Regulations as are adopted by the Board of Directors of the Association and affect the use and occupancy of the Community and the Common Facilities.

s) "Subdivision" means the Plan of Subdivision for the Community filed of record in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania in Instrument Number 200108020041449, a copy of which is attached hereto as Exhibit "C".

t) "Lot" means that portion of the Community designated for separate ownership or occupancy.

u) "Lot Owner" means Declarant and such other persons or entities which hold title to one or more Lots in the Community, including Class A Lot Owners and Class B Lot Owners. The term does not include a person(s) or entity(ies) having an interest in a Lot solely as security for an obligation.

## ARTICLE II EASEMENTS

Section 2.1. Additional Easements. The following easements are hereby created:

2.1.1. Offices and Models. Declarant shall have the right to assign to Class B Lot Owners the right to maintain sales offices, management offices and models throughout the Property, on their respective Lot(s). Declarant reserves the right, for itself and its assigns, to place one or more management and/or sales offices on any portion of the Common Facilities in such manner, of such size and in such locations as Declarant or its assignee deems appropriate. Declarant or its assignee may from time to time relocate management and/or sales offices to different locations within the Common Facilities. Declarant or its assignee shall have the right to remove any such management and/or sales offices from the Common Facilities at any time up to thirty (30) days after Declarant ceases to be a Lot Owner.

2.1.2. Utility Easements. The Lots and Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this subsection 3.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots and Common Facilities. Notwithstanding the foregoing provisions of this subsection 2.1.2, unless approved in writing by the Lot Owner(s) affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or so as not to materially interfere with the buildable area of a Lot.

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2.1.3. Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Facilities and portions of any Lot not within the buildable area of a Lot for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this subsection 3.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

2.1.4. Easements for Encroachment. To the extent that any Lot or any of the Common Facilities encroaches on any other Lot or any of the Common Facilities, a valid easement for the encroachment exists.

2.1.5. Declarant's Easement for Signs. Declarant reserves for itself an easement on, under and over all Lots owned by Declarant and/or the Common Facilities for placement, maintenance and removal of signs advertising Lots in the Community owned by Declarant for sale or lease.

2.1.6. Easement to Facilitate Completion. Declarant reserves an easement on, under and over the Common Facilities as reasonably required to discharge Declarant's obligations hereunder and to complete all phases of Weatherston Farm Estates, and each Lot Owner and its agents, contractors and invitees shall have a nonexclusive easement through the Common Facilities as is reasonably required to construct, repair and renovate that Lot Owner's Lot.

### ARTICLE III AMENDMENT OF DECLARATION

Section 3.1. Amendment Generally. This Declaration may be amended only in accordance with the express provisions of this Declaration.


Section 3.2. Amendment by Lot Owners. This Declaration may be amended by affirmative vote of seventy-five percent (75%) of all Class "A" Members and the Class "B" Members, if any, pursuant to the voting procedures of the Association as set forth in its By-laws.

Section 3.3. Rights of Declarant. Notwithstanding any provision herein contained to the contrary, no change, modification or amendment which affects the rights, privileges or obligations of the Declarant, or its successors or assigns, shall be effective without the prior written consent of the Declarant.

Section 3.4. Other Amendments. If any amendment is necessary in the judgment of the Declarant to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof, or to change, correct or supplement anything appearing or failing to appear in the subdivision which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of any applicable law or governmental or municipal rule or regulation, the Declarant may, at any time and from time to time, effect such amendment without the approval of the Lot Owners or their Mortgagees, upon receipt by the Declarant of an opinion from independent legal counsel to the effect that the proposed amendment is permitted within the terms of this Section together with a like opinion from an independent registered architect or licensed professional engineer with respect to any such amendment to the subdivision. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Declarant.

### ARTICLE IV USE AND BUILDING RESTRICTIONS

Section 4.1. Use and Occupancy of Lots and Common Facilities. This Declaration and the subsequent Rules and Regulations hereafter adopted by the Declarant, its successors and assigns, including, without limitation, the Association, establish affirmative and negative covenants, easements and restrictions on the use of the Property and the

  
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Lots constructed thereon. All provisions of this Declaration and any Rules and Regulations hereafter adopted shall apply to all Lot Owners, occupants, tenants, guests and invitees to any Lot. Any lease to any Lot shall provide that the lessee and all occupants of the Lot shall be bound by the terms of this Declaration, the Bylaws of the Association, and any and all Rules and Regulations hereafter adopted by the Declarant, its successors and assigns, including, without limitation, the Association. Each Lot Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Lot and any Building can be affected by the provisions of this Article and the Declaration. Each Lot Owner further acknowledges and agrees that the use and occupation of each Lot shall be limited by the Provisions of this Article and of this Declaration, as they presently exist and as the same may hereafter be modified. Reasonable Rules and Regulations not in conflict with this Declaration, concerning the use and enjoyment of the Property, may be promulgated and amended from time to time by the Board of Directors consistent with the Bylaws of the Association. The Board of Directors thereto shall furnish copies of the then current Rules and Regulations and any amendments to all Lot Owners promptly after the adoption of such Rules and Regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

4.1.1. No part of the Property other than the Common Facilities shall be used for any use other than single family housing for residential purposes for which the property was designated except as otherwise provided.

4.1.2. No structure, building or improvement may be constructed on the Common Facilities except as is or will be consistent with the use of the Common Facilities for the recreation and enjoyment of the members of the Association. The Common Facilities may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Facilities, or any woodlands thereon.

4.1.3. Except as hereinafter provided, no Building may be erected or maintained on any Lot other than a detached single family dwelling and its appurtenant garage with the exception of those Lots upon which the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devises.

4.1.4. No Lot Owner shall remove, alter, destroy, fill, grade or otherwise block the storm water swales and depressions designed and built within the Community to direct and control run-off and storm waters. Maintenance of storm water swales and depressions not located on the Common Facilities is the responsibility of the Lot Owner upon whose Lot the swales and depressions are located.

4.1.5. All Buildings within the Community must be constructed with roof overhangs on the front, rear and sides of the structure.

4.1.6. All split entry and ranch houses shall have a minimum of 1,200 square feet of living space, as measured on the exterior of the foundation walls, not including any garages, patios porches or storage spaces. All story and one-half and multi-level houses shall have a minimum of 1,500 square feet of living space, as measured on the exterior of the foundation walls, not including any garages, patios, porches or storage spaces. All two-story houses shall have a minimum of 1,700 square feet of living space, as measured on the exterior of the foundation walls, not including any garages, patios, porches or storage spaces. All houses shall be constructed to accommodate at least a two-car garage, attached or integral.

4.1.7. No Lot Owner shall permit his or her Lot to be used or occupied for any prohibited purposes.

4.1.8. No Building shall be erected, placed or altered on any Lot until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a Committee comprised of Joseph Yates, Sr. and John Scott, or by a representative designated by a majority of the members of said Committee; provided, however that such Committee may designate its duties and responsibilities to the Association at any time, at which point the Association shall be responsible for appointing successor members to the Committee. Any approval granted by such

Committee shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above-mentioned Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the original Committee and of its designated representative shall cease on the later of the date when all Lots in the Community have been sold, or the date the Association shall appoint representatives to perform the duties of such Committee, and a written instrument is duly recorded evidencing the transfer of responsibility for such review to the Association.

4.1.9. No Building in the process of construction shall be used or occupied as a residence until the exterior construction of the Building as a single-family residence shall have been completed. No basement, garage or other structure other than the single family residential Building for which plans have been approved as herein provided shall be used as a residence or occupied temporarily or permanently.

4.1.10. Except as reserved herein to the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

4.1.11. Except as to the Declarant or its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election. The right is reserved to the Declarant or its agent to place "For Sale" or "For Rent" signs on any unsold Lots belonging to Declarant and on any part of the Common Facilities, and for Class B Lot Owners to place "For Sale," signs on any Lot on which said Class B Lot Owner is building a residential structure for resale. A Class A Lot Owner attempting to sell his or her Lot may place one (1) "For Sale" sign of not more than six (6) square feet outside his or her Lot.

4.1.12. No Building or any part thereof may be erected on any Lot nearer to the front lot line and any side street than the Building setback lines shown on the Plots and Plans. No Building shall be erected on a Lot until the municipal engineer shall have approved a plot plan showing the location of the Building on the Lot. No building shall be erected within twenty-five (25) feet of the front lot line, nor nearer than ten (10) feet to a side lot line, nor nearer than fifteen (15) feet to the rear lot line of any Lot.

4.1.13. No trailer or tent shall be placed on any Lot. A Lot Owner may erect one (1) storage shed/outbuilding, maximum size 10' x 12' x 10', constructed of wood, brick or vinyl, on a concrete pad or integral wooded floor in the rear of a Lot upon which a Building is constructed. No storage shed/outbuilding may be erected on any Lot without the prior written consent of the committee named in paragraph 4.1.9 or its successor as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Lot nearer the street on which said Lot abuts than the nearest wall of the Building erected thereon.

4.1.14. All foundations for individual Buildings to be constructed on a Lot shall be brick to grade on all four (4) sides.

4.1.15. All driveways installed on a Lot shall be installed at the same time as completion of the single family residential Building on the Lot, weather permitting, but in no event, later than twenty-four (24) months after completion of the single-family residential Building constructed on the Lot. At a minimum, said driveways must be of stone material.

4.1.16. There shall be no obstruction of the Common Facilities, nor shall anything or any structure be stored in or on the Common Facilities without the prior consent of the Board of Directors, except as herein expressly provided.

4.1.17. Nothing shall be done or kept in or on any Lot or the Common Facilities which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors.

4.1.18. No Lot Owner shall permit anything to be done or kept in or on the Lot or the Common Facilities which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Lot Owner or the Board of Directors. No waste shall be committed in the Common Facilities.

4.1.19. No obnoxious or offensive activity shall be maintained in or on any Lot or the Common Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Lot Owners or residents of any Building constructed on a Lot.

4.1.20. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

4.1.21. No Lot Owner, nor anyone residing or otherwise on a Lot or a Building constructed on a Lot, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

4.1.22. No radio or television aerial or antenna greater than six (6) feet and/or satellite dish greater than twenty-four inches (24") in diameter shall be installed on any Lot without the written consent of the Board of Directors. The Board of Directors may remove, without notice, any such aerial, antenna, wiring and/or satellite dish erected or installed in violation of the Declaration and/or the Rules and Regulations. The Lot Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite.

4.1.23. No basketball poles or basketball goals affixed to any pole, structure or apparatus shall be placed in the front yard of any Lot, except that a basketball pole may be erected directly adjacent to a Lot's concrete driveway, within ten (10) feet of the garage on that Lot.

4.1.24. A maximum of three (3) normal household pets is permitted in a Building constructed on a Lot, on a Lot and/or on the Property. In no event shall any pet be permitted in any outside area to run freely and all such pets must be under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Facilities. No lines, chains, doghouse or other pet shelters shall be permitted on any portion of the Common Facilities. All pets must be properly licensed and vaccinated. No Lot Owner shall permit his or her animal to disturb any other Lot owner. If any pets becomes a nuisance to any of the Lot Owners, then upon written application of a Lot Owner to the Board of Directors, if a majority of the Board of Directors shall so vote, the Board of Directors shall order the permanent removal of the pet from the property, and the Owner of said pet shall permanently remove said pet within fifteen (15) days after receipt of such order.

4.1.25. Other than one (1) commercial truck or van that is parked entirely upon an Owner's Lot, no commercial trucks, trailers or vans may be parked in the Community for more than the time required to make a delivery to, pick-up from, or repair a Lot or part thereof, or as part of the construction or repair of any structure on or contents of a Lot or the Common Facilities. No repairs, except minor repairs taking less than twenty-four (24) hours, may be made to automobiles on a Lot. No recreational vehicles (RV's), campers, boats or trailers may be parked on a Lot for more than twenty-four (24) hours unless entirely within a garage or in a location approved by the Board of Directors. No vehicles of any kind may be parked on any road within the Community for more than forty-eight (48) continuous hours.

4.1.26. No Building shall be occupied until exterior lighting is installed which illuminates the front sidewalk and steps of the Building. All Lot lawns must be sodded or seeded with permanent, quality seed mixed within three (3) months from the date of completion of the Building, or its occupancy, whichever is sooner, unless prevented by seasonal weather limitation. In such event, sodding and seeding must be completed during the next immediate growing season

after completion of the Building. At all times, a Lot Owner must maintain on site soil erosion control as per the Pennsylvania Department of Environmental Resource regulations and Pennsylvania laws.

4.1.27. Fences shall only be permitted in the rear yard of a Lot and shall not exceed a height of four (4) feet. Fences shall be constructed of either wood post and rail, wooden painted picket, ornamental iron or living hedge. Fencing for swimming pools shall conform to the Township of Unity ordinances. Excepted from this paragraph is any type of fence that the Declarant, its successors or assigns, determines is appropriate to surround or partially surround storm water retention ponds within the Community.

4.1.28. The covenants and restrictions herein set forth shall run with the land and bind at all times the Lot Owners, their successors and assigns, and all persons claiming by, through or under them, shall be taken to hold, agree and covenant with the Declarant, its successors and assigns, to conform to and observe said restrictions as to the use of a Lot and the construction of improvements thereon until January 1, 2026, and shall automatically continue thereafter for successive periods of ten (10) years each; provided, however, that the Declarant may release all of the land hereby restricted after the ten (10) year period or, at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate statement in writing for such purposes, and filing the same for record at least one year prior to the expiration of this first ten (10) year period or any subsequent ten (10) year period; and, provided further that said restrictions and each of them may be changed, modified or removed at any time by agreement in writing duly executed and acknowledged by the Lot Owners of not less than seventy five (75%) percent of the Lots in the Community and filing the same for record in said Office of the Recorder of Deeds, Westmoreland County, Pennsylvania, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect of breaches committed during its, his or their seizing of or title to a Lot. The Association and each member thereof, the Board of Directors and the Declarant, for so long as it shall own one or more Lots, shall have the right to prosecute any person violating or attempting to violate these use restrictions. Enforcement of these restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or to recover damages, and against the law to enforce any lien created by these covenants, and failure by the Declarant or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement of these use restrictions shall be chargeable to any Lot Owner violating these covenants and restrictions, including reasonable attorney's fees.

4.1.29. Enforcement of Resolution. The Declarant, the Association, and the Lot Owners shall be fully bound by any award entered through arbitration and an award shall not be appealable to any judicial tribunal in the absence of fraud, duress, or other illegal conduct or actions. All costs and expenses incurred in enforcing any arbitration award shall be collectable from the non-complying party, including costs of suit and reasonable attorney's fees.

4.1.30. Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations and servitudes set forth herein shall run with the land and each Lot Owner, by accepting a deed to any Lot, accepts title to the Lot subject to such covenants, conditions, restrictions, reservations and servitudes and agrees for himself, herself, his or her heirs, personal representatives and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

4.1.31. Severability. Each and every one of the covenants, conditions, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a Court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not so declared to be void, and all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

4.1.32. Notices. Any notice required to be sent to a Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent upon mailing, certified or registered, postage pre-paid, to the last known address of the person who appears as Lot Owner of the records of the Association at the time of such mailing.



4.1.33. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a Court of competent jurisdiction by reason of the length of the period of time herein stated, then in that event such period of time shall be automatically reduced to the maximum period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.


4.1.34. Public Rights. The Property shall be subject to any and all rights and privileges which the Township of Unity or the County of Westmoreland, Pennsylvania, may have acquired through dedication, or the filing or recording of maps or plats, or as authorized by law; and, provided further, that any covenants, conditions, reservations or restrictions, which shall be in conflict with, or in violation of, any Township or County Zoning or Land Use Ordinance shall be null and void.

## ARTICLE V HOMEOWNER'S ASSOCIATION

Section 5.1. Rights and obligations of the Association. The Association, subject to the rights of the Lot Owners as set forth in this Declaration, shall manage and control the Common Facilities of the Property pursuant to the terms and provisions hereof and such Rules and Regulations relating thereto as may be promulgated by the Declarant, its successors and assigns, including, without limitation, the Association. Until all Lots are sold by Declarant or its successor or assign, Declarant shall have the sole right to veto any provisions in such Rules and Regulations. In addition, the Association shall undertake and perform all maintenance as herein provided within the Common Facilities and shall undertake the adoption of budgets, levy of assessments and special assessments, enforce compliance with the provisions hereof, the Bylaws, and the Rules and Regulations as may be adopted from time to time and all modifications and amendments of this Declaration, the Bylaws and said Rules and Regulations. The Association shall have such further responsibilities and obligations as are set forth in this Declaration and as may be necessary and convenient to effectuate the purposes hereof and as may be implied and inferred therefrom.

Section 5.2. Association's Rules and Regulations. The Declarant and the Association, through its Board of Directors, may make and enforce all such reasonable rules and regulations as may be consistent with the interpretation and application of the provisions of this Declaration to further carry out and effectuate the purposes and intent of said Declarations. In the event of any inconsistency between the provisions thereof and the provisions of this Declaration, the latter shall control. Included within such Rules and Regulations shall be procedures and provisions relating to the enforcement of the provisions of this Declaration, the Bylaws and the Rules and Regulations promulgated by the Declarant, its successors and assigns, including, without limitation, the Association. Such procedures may include the imposition of sanctions or fines, the suspension of voting rights, the prohibition of use of facilities or amenities comprising a part of the Common Facilities and the right to recoup fees and costs incurred in the enforcement thereof, including court costs and attorney's fees. Similarly, any owner contesting the application, interpretation, or enforcement of the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, if the prevailing party, in any such contest, shall be entitled to recover all costs and expenses incurred in said proceedings, including reasonable attorney's fees.

Section 5.3. Board of Directors. The Board of Directors shall be comprised of Lot Owners excepting persons appointed by the Declarant during the Declarant's Control Period. The Board of Directors during Declarant's Control Period shall be appointed entirely by the Declarant and may consist of only one (1) member appointed for an indefinite term. The number and terms of the members of the Board of Directors shall be as determined by the Bylaws, subject to amendment from time to time as therein provided. The Board of Directors may appoint committees to undertake any act or activity within the scope of the authority of the Board of Directors and shall elect from its membership at least a President, Secretary and Treasurer. The obligations of each such office shall be as set forth in the Bylaws as adopted and amended from time to time. Meetings of the Board of Directors shall be determined by the Bylaws as adopted and amended from time to time.

  
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5.3.1. Standard of Conduct.

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

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

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

5.3.2. Good Faith Reliance. In performing his or her duties, an officer or Board of Directors member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

a) One or more other officers or employees of the Association whom the officer or Board of Director's member reasonably believes to be reliable and competent in the matters presented;

b) Counsel, public accountants or other persons as to matters which the officer or Board of Director's member reasonably believes to be within the professional or expert competence of such person; or

c) A committee of the Board of Directors upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Board of Directors member reasonably believes to merit conference.

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

5.3.3. Limited Liability. No Board of Director's member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 5.3.3 shall not apply to the responsibility or liability of an Board of Director's member or officer pursuant to any criminal statute, or to the liability of an Board of Director's member or officer for the payment of taxes pursuant to local, state, or federal law.

5.3.4. Indemnification. To the extent permitted under the Pennsylvania law, each member of the Board of Directors, in his or her capacity as an Board of Director's member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Board of Directors, or any settlement of any such proceeding, whether or not he or she is a Board of Director's member, officer or both at the time such expenses are incurred, except in such cases wherein such Board of Director's member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors with the affected member abstaining if he or she is then a Board of Directors' member approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Board of Director's member and/or officer had no

reasonable cause to believe his or her conduct was unlawful. The indemnification by the Lot Owners set forth in this Section 5.3.4 shall be paid by the Association on behalf of the Lot Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board of Director's member and/or officer may be entitled as a matter of law or agreement or by vote of the Lot Owners or otherwise.

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

5.3.5. Insurance. The Board of Directors shall have the right to obtain insurance to satisfy the indemnification obligation of the Association and all Lot Owners set forth in Section 5.3.4 above, if and to the extent available at reasonable cost, and determined appropriate by the Board of Directors.

Section 5.4. Ownership in Association; Fraction Interests.

5.4.1. Upon purchase of a Lot, each Class A Lot Owner shall be a member of the Weatherton Farm Estates Homeowner's Association. Each Class A Member shall have a "Fraction Interest" in the Common Facilities and shall be required to pay a share of the Common Expenses associated therewith, equivalent to such Fraction Interest. The Fraction Interest associated with each Lot is set forth on Exhibit "D" attached hereto and made a part hereof.

5.4.2. Class B Lot Owners have no Fraction Interest in the Common Facilities, but shall be responsible, upon becoming a Class B Lot Owner, for a pro rata share of all Insurance Expenses.

Section 5.5. Conversion of Lot Ownership from Class B to Class A.

5.5.1. A Class B Lot Owner who is a contractor shall only remain as a Class B Lot Owner until the earlier of: i) resale of the Lot to a third class party after construction of a single family residential Building thereon; or ii) eighteen (18) months after becoming a Class B Lot Owner.

5.5.2. A Class B Lot Owner who purchased the Lot with the intent of residing therein shall only remain a Class B Lot Owner until the earlier of: i) transfer of the Lot to a Class A Lot Owner; or ii) eighteen (18) months after becoming a Class B Lot Owner.

5.5.3. The Class B Lot Owner who has not satisfied the conditions stated in subsection i) of paragraphs 5.5.1 or 5.5.2 above, as the case may be, shall, at the expiration of said eighteen (18) month period, automatically become a Class A Lot Owner, subject to all rights and obligations of Class A Lot Owners thereafter.

Section 5.6. Voting Rights. Each Lot held by a Class A Lot Owner shall have one (1) vote in the Association. Cumulative voting shall not be permitted for the election of members of the Board of Directors. Lots held by Class B Members shall not have voting rights in the Association, but shall be given notice of all meetings of the Association and shall have the right to attend all meetings of the Association, and a representative of the Class B Lot Owners shall have the right to speak at all meetings of the Association.

Section 5.7. Lot Boundaries. The title lines or boundaries of each Lot are situated as shown on the subdivision of the Community and any amendments thereto, if applicable.

Section 5.8. Maintenance Responsibilities. The Lot Owner shall be responsible for all maintenance, repair and/or replacement associated with that Lot Owner's Lot, and the Association shall be responsible for all maintenance repair and/or replacement associated with the Common Facilities, unless the same shall have been caused by the negligent or intentional act of a Lot Owner and/or his/her family, guests or other invitees. In such case, the Association shall

perform all maintenance, repair and/or replacement work required, and shall assess all costs thus incurred against the Lot Owner.

## ARTICLE VI BUDGETS; COMMON EXPENSES; SPECIAL ASSESSMENTS AND ENFORCEMENT

Section 6.1. Budget, Common Expenses, Special Assessments and Insurance Expenses. In accord with an annual budget prepared and approved by the Board of Directors of the Association, Common Expense assessments for all Common Expenses may be assessed against Class A Lot Owners in accordance with their Fraction interests. Special Assessments may be imposed by the Declarant, its successors and assigns, as necessary. Insurance Expenses shall be assessed against both Class A Lot Owners and Class B Lot Owners on a pro rata basis. Each Lot Owner by acceptance of a deed to the Lot agrees, jointly and severally, to be liable for all such assessments and special assessments, all of which shall bind their heirs, successors and assigns; excluding, however, any mortgagee of a Lot Owner acquiring title to a Lot by exercising remedies provided in its mortgage with respect to all such assessments accruing prior to its acquiring title thereto. All such mortgagees upon taking title to any Lot and their grantees, however, shall be fully bound by all provisions hereof, the Bylaws and the Rules and Regulations of the Association. It is further understood that obligation of each Lot Owner to pay said assessments and special assessments is a separate and independent covenant on the part of each Lot Owner and shall not be affected by the use or nonuse of the Common Facilities, the abandonment of any Building, or any other act or action of a Lot Owner.

Section 6.2. Appeal By Membership of Assessments. Upon adoption of an annual budget, the Declarant, or Board as may be the case, shall send a copy of the budget and notice of the amount of the monthly assessment for the following year to each Lot Owner at least thirty (30) days prior to the beginning of each fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting by the Membership with a majority vote of not less than seventy-five percent (75%) of the total Class A votes in the Association. Neither the Declarant nor the Board shall have any obligation to call a meeting for the purposes of considering the budget by the Membership; however, the Members shall have the right to petition for such a meeting provided the petition is received by the Declarant or the Board within ten (10) days after the date of the notice of assessment and budget. In the event any proposed budget is disapproved by the Members, then until such time as a budget is readopted and not disapproved, the budget in effect for the immediately preceding year shall continue for the ensuing period.

Section 6.3. Limitation on Expenditures. The Board of Directors may undertake all expenditures included in the annual budget. The Association shall have the right to transfer funds between categories within the budget or create additional categories of expenses provided the total budget is not exceeded by so doing. Any expenditures not included within the approved budget shall be subject to disapproval by the Members, either by means of a supplemental budget to be processed in a manner similar to the annual budget or on an item by item basis. All budgeted expenses, charges and costs of the maintenance, repair or replacement of Common Facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements of the Common Facilities other than for purposes of repairing, replacing and restoring portions thereof requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior notice to the Lot Owners subject to the right of disapproval by a negative vote of not less than seventy-five percent (75%) of the votes of all Lot Owners.

Section 6.4. Reserve. Each annual budget shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, Declarant shall collect from each Lot Owner at time of each Lot purchase an amount equal to the first three (3) months' assessments allocable to the Lot purchased by such Lot Owner and shall remit such amount to the Association. Extraordinary expenditures for expenses specifically included within the customary coverage of replacement reserve accounts, but not originally included in the annual budget, may be charged against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve accounts for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate. If the non-budgeted expenditure is not

one within the customary uses intended to be funded by the reserves, then the proposed expenditure shall be subject to disapproval of the Membership as provided in Section 6.2 above. Contingency funds shall be applied only to emergency circumstances and uses.

Section 6.5. Accounting and Fiscal Year. For all purposes hereof, the fiscal year of the Association shall be the calendar year. On or before the first (1st) day of June of each calendar year, the Association shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected and paid together with a tabulation showing the net excess or deficit of income over expenditures plus reserves. Any excess shall be carried forward to the succeeding year's budget as hereinafter provided and shall not be subject to refund.

Section 6.6. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot owner's assessments, or any nonrecurring Common Expense of any Common Expense not set forth in the annual budget as adopted, the Board of Directors shall prepare a supplemental budget as provided in Section 6.1 above and thereafter may at any time levy further assessments according to each Lot Owner's membership in the Association. Such further assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further assessments shall become effective as determined by the Board of Directors subject only to the same right of disapproval as in the instance of the annual assessment.

Section 6.7. Interest and Charges. All sums assessed by the Association against any Lot Owner as a regular or special assessment which is in default, shall bear interest thereon at the then maximum legal rate but not more than fifteen percent (15%) per annum from the thirtieth (30th) day following default in the payment thereof. Any delinquent Lot Owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; and (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such and included within the lien and charge against said Lot or Lots as hereinafter provided.

Any fees, charges, assessments, late charges, fines and interest which may be levied by the Association which remain unpaid for a period of more than ninety (90) days after assessment shall constitute a lien or charge against the Lot or Lots of the delinquent Lot Owner. Said lien shall be subordinate to the lien of any prior recorded mortgage on a Lot.

Section 6.8. Implementation. The Association shall adopt in its Bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VI, and to otherwise provide for the efficient fiscal operation and management of the Common Facilities.

Section 6.9. Special Assessments. The Board shall have the power to specifically assess the expenses of the Association against individual Lot Owners receiving benefits, items, or services not provided to all Lot Owners or Lots within the development situate upon the Property; provided said expenditures were incurred either (a) upon request of the Owner of the Lot for specific items or services relating to the Lot, (b) as a consequence of conduct of the Lot Owner, or the licensee, invitee, tenants or guests of the Lot Owner, or (c) pursuant to the other obligatory obligations of Lot Owners as herein provided and upon the default of the Lot Owner to satisfy the same. All special assessments shall be due and payable as determined by the Declarant, its successors and assigns, including, without limitation, the Association.

Inasmuch as the Association shall manage and control the Common Facilities, said Association shall maintain public liability insurance as determined by the Declarant, its successors and assigns, including, without limitation, the Association, and such property damage insurance as may be similarly determined to be appropriate. All costs incident to obtaining and maintaining such coverage shall be a Common Expense.

Section 6.10. Assessment Payments. All Common Expense and Special Assessments made in order to meet the requirements of the Association's annual budget shall be payable in such manner as the Board of Directors shall determine.

Section 6.11. Priority of lien. Any fees, charges, late charges, fines and interest which may be levied by the Board of Directors pursuant to §5302(a) (10), (11) and (12) of the Act, shall be a lien on the Lot, having priority as provided in §5315(b) of the Act.

Section 6.12. Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Board of Directors.

## ARTICLE VII DECLARANT'S RIGHTS AND WARRANTIES

Section 7.1. Declarant's Control. For all purposes of this Declaration, the Declarant's Control Period shall commence upon the adoption and recordation of this Declaration and shall continue until such time as seventy-five percent (75%) of the Lots are owned by Class A Lot Owners other than Declarant. During the Control Period, Declarant shall make all decisions, rules and regulations related to the Association and the Common Facilities. Declarant shall have the right, however, at any time during said period to terminate the Declarant's Control Period by delivery of notice to the Secretary of the Association including an instrument in recordable form which shall so indicate.

Section 7.2. Establishment of Homeowner's Association. Notwithstanding the continuance of the Declarant's Control Period, Declarant shall organize and establish the Association prior to the sale and transfer of the first Lot to be sold within the Community. Said Association may consist of a Board of Directors of only one member who may be the Declarant at Declarant's discretion throughout the Declarant's Control Period. All affairs of the Association, however, shall be undertaken consistent with the provisions of this Declaration and the Bylaws of the Association as adopted by the Declarant.

Section 7.3. Declarant's Rights.

7.3.1. Until the sixtieth (60<sup>th</sup>) day after twenty-five (25%) of the Lots are owned by Class A Lot Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors.

7.3.2. Not later than sixty (60) days after twenty-five percent (25%) of the Lots are owned by Class A Lot Owners other than Declarant, one of the members of the Board of Directors shall be elected by the Class A Members of the Association other than Declarant. Declarant may not unilaterally remove any members of the Board of Directors elected by Class A Lot Owners other than Declarant.

7.3.3. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) sixty days after seventy-five percent (75%) of the Lots are owned by Class A Lot Owners other than Declarant, all members of the Board of Directors shall resign, and the Class A Members of the Association (including Declarant to the extent of Lots owned by Declarant) shall elect a new Board of Directors.

7.3.4. During the Declarant's Control Period, the Declarant may transfer and assign to other persons or entities any obligations and responsibilities as are herein set forth, provided the assignment thereof shall not enlarge a right beyond that contained in this Declaration or the Bylaws of the Association.

7.3.5. During construction and sales of Lots within the Community, Declarant may maintain and carry on all such activities and facilities as, in the Declarant's sole discretion, may be reasonably required, convenient or incidental to the construction and sale of such Lots, including, but not limited to, business offices, signs (not restricted to interior or attached signs), model Lots, construction trailers, storage areas, sales offices and other accommodations and facilities. The Declarant shall retain easements for access to all such uses and facilities.

7.3.6. No Lot Owner or other persons or entities shall record any Declarations of Covenants, Conditions or Restrictions, or Declarations of Condominium, or any other similar documentation or instruments, affecting any part or portion of the Property without Declarant's prior written consent. Any attempt to undertake such a recordation shall be void and of no force and effect whatsoever.

Section 7.4. Modification or Amendment. The provisions of this Article shall not be subject to amendment without the consent of Declarant, its successors or assigns. The Declarant's rights as set forth in this Article shall terminate upon the expiration of ten (10) years from the date hereof or at such earlier time as the Declarant shall record an instrument in writing indicating that all Lots within the development have been sold.

Section 7.5 Structural Warranties. DECLARANT SHALL WARRANT AGAINST STRUCTURAL DEFECTS IN ALL OF THE COMMON FACILITIES. FOR THE PURPOSES OF THIS PARAGRAPH, "STRUCTURAL DEFECTS" MEANS THOSE DEFECTS IN COMPONENTS CONSTITUTING ANY COMMON FACILITIES WHICH REQUIRE REPAIR, RENOVATION, ALTERATION OR REPLACEMENT AND EITHER a) REDUCE THE STABILITY OR SAFETY OF THE COMMON FACILITIES BELOW ACCEPTABLE STANDARDS, OR b) RESTRICT THE NORMAL INTENDED USE OF ALL OR ANY PART OF THE FACILITIES AND WHICH REQUIRE REPAIR, RENOVATION, RESTORATION OR REPLACEMENT.

DECLARANT FURTHER WARRANTS THAT ALL GRADING WORK DONE ON THE LOTS WAS DONE IN A PROPER WORKMANLIKE MANNER CONSISTENT WITH ALL STANDARDS IN THE INDUSTRY. DECLARANT MAKES NO STRUCTURAL OR OTHER WARRANTIES OTHER THAN A WARRANTY OF TITLE, TO ANY LOT OWNER.

THE FOREGOING WARRANTIES SHALL NOT BE CONSTRUED TO MAKE DECLARANT RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE COMMON FACILITIES. THE WARRANTY DESCRIBED ABOVE, AS TO EACH COMMON FACILITY AS TO WHICH THE DECLARANT MAKES THIS WARRANTY, BEGINS ON THE DATE OF COMPLETION OF SUCH COMMON FACILITY AND CONTINUES FOR A PERIOD OF TWO (2) YEARS THEREAFTER.

THESE ARE THE ONLY WARRANTIES GIVEN TO LOT OWNERS BY DECLARANT, EXCEPT THE WARRANTY OF TITLE. EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED AS TO SYSTEMS, APPLIANCES OR EQUIPMENT. DECLARANT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LOT, AND APPURTENANCES THERETO, BECAUSE, WITH THE EXCEPTION OF THE COMMON FACILITIES, DECLARANT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION IN THE COMMUNITY.

EACH LOT OWNER SHALL CONSTRUCT OR SECURE THE CONSTRUCTION OF A SINGLE FAMILY RESIDENTIAL BUILDING ON THE LOT OWNER'S LOT AND SHALL ONLY LOOK TO THE ENTITY CONSTRUCTING SUCH BUILDING FOR STRUCTURAL AND OTHER WARRANTIES RELATIVE TO SUCH BUILDING AND ITS CONTENTS. DECLARANT MAKES NO WARRANTIES; EXPRESS OR IMPLIED, WITH REFERENCE TO ANY BUILDING OR OTHER IMPROVEMENT CONSTRUCTED ON A LOT, EXCEPT AS HEREIN STATED.

Section 7.6. Acknowledgment and Release. Each Lot Owner by accepting the deed to a Lot comprising the Property hereby acknowledges and agrees that Declarant shall incur no liability or responsibility to said Lot Owner because of the creation of, recordation of, or otherwise, resulting directly or indirectly from the existence of any of the provisions of this Declaration, or the application, or the interpretation thereof. Neither the inclusion of any specific term, condition or provision, or the omission thereof, shall constitute or create any basis for a claim, demand, action or cause of action against the Declarant, its successors or assigns, including, without limitation, the Association. Each Lot Owner hereby agrees expressly to release any and all claims against the Declarant arising, or allegedly to have arisen, directly or indirectly, from the creation and recordation of the subject Declarations or any act or action undertaken thereunder. Any



Lot Owner violating the provisions of this release shall be liable to the Declarant, its successors and assigns, including, without limitation, the Association, for all costs and expenses incurred by the latter in defending the same, including any awards or judgments entered therein and all costs of suit and reasonable attorney's fees.

Section 7.7. Personal and Property Security. Although the Declarant and/or the Association may adopt provisions pertaining to, and may obtain and maintain security equipment and mechanisms, neither the Association nor the Declarant, or its successors and assigns, shall in any way or for any purpose be considered insurers or guarantors of the security of the persons or properties within the Common Facilities or the Community comprising the Property. Neither the Declarant, its successors or assigns, nor the Association shall be liable in any manner for any injury, loss, damage or other liability alleged to have arisen as a result of the inadequacy, failure or other ineffectiveness of any security equipment, mechanisms, or undertakings initiated by the Declarant, its successors or assigns, or the Association. No action or undertaking, nor the absence thereof, shall constitute a representation or warranty of, or by, the Declarant, its successors or assigns, or the Association, either expressly or implied, as to the safety or security of any Lot Owner, Lot occupants, or invitees or guests or their property. Every Lot Owner by acceptance of a deed to the Lot, and every occupant by assuming possession of any Lot within the Community, acknowledges and agrees to the terms hereof and voluntarily assumes all risks for injuries, damages or losses to persons, to Lots and their contents, or to other properties resulting from the act or actions of third parties, including, without limitation, other Lot Owners or other Lot occupants and all invitees, guests and all other persons whatsoever. Nothing herein, however, shall relieve the Declarant, its successors or assigns, including, without limitation, the Association, from acts of negligence or willful misconduct.

## ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Mortgagees' Provisions. The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on the Lots comprising the Property, when such parties have by written request to the Association (including proper name, capacity and address) indicated their desire to receive notice of any of the following, notwithstanding any other provision of this Declaration, the Bylaws and the Rules and Regulations:

- (a) Notice of any delinquency in the payment of assessments by Lot Owners prior to the entry of any lien upon the property or at such time as the provisions hereof would create such a charge or lien upon the property;
- (b) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- (c) Notice of any losses, damages or destruction giving rise to the receipt of proceeds under any insurance policy applicable to any Lot and the proposed action of the Association and Lot Owner with respect to the application of said proceeds to the restoration and replacement of any such damaged Lot or portions thereof;
- (d) Notice of any modification or amendment of the terms and provisions of this Declaration or the Bylaws.

Section 8.2. No Priority. The provisions of this Declaration or the Bylaws shall not be construed so as to give any Lot Owner or other party priority over any rights of the first mortgagees of any Lot comprising the Real Estate.

Section 8.3. Interpretation and Conflict. The Covenants, Conditions and Restrictions as set forth in this Declaration shall be cumulative and in the event of any conflict between or among the provisions of this Declaration or Bylaws of the Association, or its Rules and Regulations, the terms and provisions of this Declaration shall control.

Section 8.4. Compliance. Each and every Lot Owner and the occupant of any Lot shall comply with this Declaration, the Bylaws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover all losses, damages, injuries or other sums due, and for injunctive relief, or any other remedy available at law or in equity, by the Association or, in a proper case, by any aggrieved Lot owner, all as hereinabove provided.




Section 8.5. Sale or Transfer of Title. Any Lot Owner intending to sell or otherwise transfer title to the Lot comprising the Property shall give the Board written notice of the name and address of the proposed purchaser or transferee not less than fifteen (15) days prior to the said date of transfer. Said notice shall include the proposed date of transfer and such other data and information as the Board may reasonably request by appropriate Rule and Regulation. The transferor, notwithstanding the transfer of title to the Lot, shall continue to be jointly and severally liable with the transferee for all obligations relating to a Lot Owner, including assessment obligations until the date upon which the Board receives such notice. All right, title and interest in the reserve accounts attributable to each Lot shall pass to and become the property of the transferee.

IN WITNESS WHEREOF, the said Yorkshire Enterprises, Inc. has caused its name to be signed to these presents by its President on this 15 day of APRIL, 2003.

Yorkshire Enterprises, Inc., a Pennsylvania corporation

By: 

Joseph M. Yates, President

  
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Westmoreland County RecorderC

## EXHIBIT "A"

Property description

ALL that certain lot or piece of ground situated in the Township of Unity, County of Westmoreland, Commonwealth of Pennsylvania being bounded and described as follows

BEGINNING at a point in the public road leading from Pleasant Unity to Mutual (SR130) at the dividing line between lands N/F Robert D. Moyger and this parcel; thence along lands N/F Robert D. Moyger North 27°30'00" East, a distance of 136.50 feet to a point; thence along the Weatherston Subdivision Plan (PBV 89, page 195) North 58°00'00" West, a distance of 707.69 feet to a point on lands N/F Frank Topson; thence along lands of N/F Frank Topson, North 19°19'51" East, a distance of 103.52 feet to an iron pin; thence along lands of N/F Frank Topson and lands of N/F Charles Shinsky North 44°00'00" East, a distance of 338.00 feet to a stake; thence along same North 45°30'00" East, a distance of 256.00 feet to a stake; thence along same North 58°30'00" East, a distance of 264.00 feet to a hickory stump; thence along same North 82°30'00" East, a distance of 260.00 feet to a stake; thence along same South 18°00'00" East, a distance of 165.00 feet to a stake; thence along same North 71°30'00" East, a distance of 480.00 feet to a stake on lands N/F Joseph Ross; thence along lands N/F Joseph Ross and lands of N/F Joseph Crawl South 20°30'00" East, a distance of 854.00 feet to a stake on lands of N/F The Presbyterian Cemetery; thence along lands of N/F The Presbyterian Cemetery South 63°00'00" West, a distance of 90.00 feet to a post; thence along same South 76°30'00" East, a distance of 708.00 feet to a stake on lands of N/F Earl Ross; thence along lands of N/F Earl Ross South 08°00'00" West, a distance of 231.00 feet to a stake on lands of N/F Simon Truxall; thence along lands of N/F Simon Truxall North 86°00'00" West, a distance of 124.00 feet to a stake; thence along lands of N/F Simon Truxall and N/F John Rush South 02°30'00" East, a distance of 290.00 feet to a post; thence along lands of N/F John Rush South 84°00'00" East, a distance of 74.00 feet to a stake on the Northerly side of an unnamed alley; thence along said alley South 33°00'00" West a distance of 313.00 feet to a stake where this alley intersects another unnamed alley; thence along the Northern side of the second unnamed alley North 60°30'00" West, a distance of 277.00 feet to a stake; thence along lands of N/F Mary Myers South 34°00'00" West, a distance of 194.00 feet to a point in the center of the road leading from Pleasant Unity to Mutual (SR0130); thence along center of said road, North 62°19'32" West, a distance of 91.46 feet to the dividing line of this parcel and lands of N/F Henry Dailey; thence along lands of N/F Henry Dailey North 26°50'16" East, a distance of 126.02 feet to a point; thence along same North 14°23'13" East, a distance of 67.34 feet to a point; thence along lands of same North 59°52'22" West, a distance of 81.21 feet to a point on lands of N/F Theresa Paterchak; thence along lands of N/F Theresa Paterchak, N/F Anna Paterchak and N/F Renee Halula North 60°04'03" West, a distance of 177.00 feet to an iron pin; thence along lands of N/F Renee Halula South 34°35'57" West, a distance of 78.95 feet to a point on lands of N/F Lloyd Kalp; thence along lands of N/F Lloyd Kalp; N/F Edward Hutter, N/F Barry Pershing, N/F Alvin Harr, N/F Theodore Bronson, N/F Judy Fearer, N/F Jabez Steel and N/F Charlotte Baum, North 62°30'00" West, a distance of 947.00 feet to a point; thence along lands of N/F Charlotte Baum South 27°30'00" West, a distance of 136.50 feet to a point in the center of the public road leading from Pleasant Unity to Mutual (SR 0130); thence following the center of said road, North 58°00'00" West, a distance of 50.00 feet to a point at the place of beginning.

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 Tom Murphy T20030022493  
 Westmoreland County RecorderC

## EXHIBIT "B"

### Easements and Licenses

Included among the easements, rights and appurtenances referred to in Section 1.3.1 are the following recorded easements and licenses, as recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania:

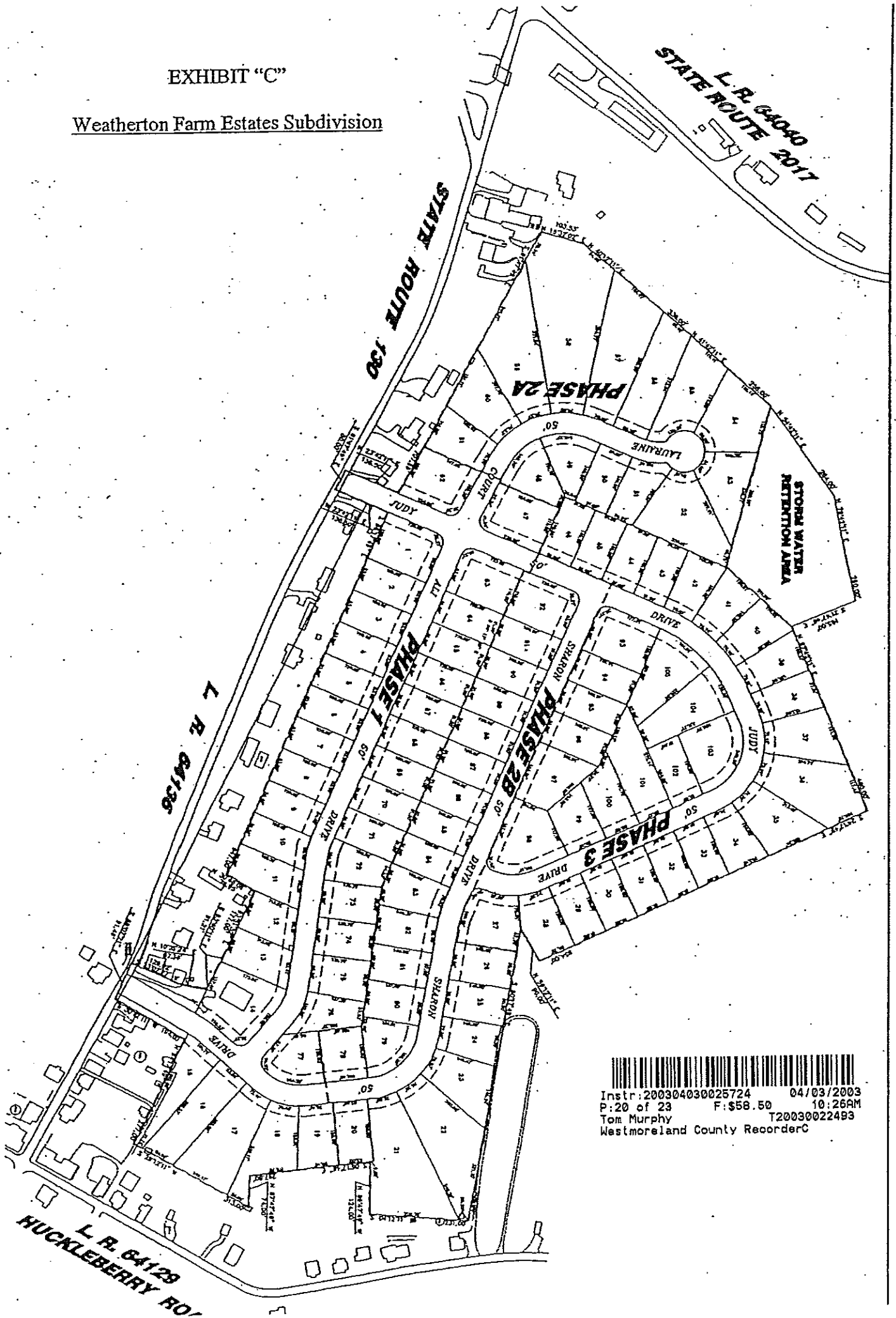
1. Oil and gas lease from Clay C. Weatherton, et ux, to John T. Stoliker, dated January 6, 1972 and recorded in Deed Book Volume 2090, page 835; assigned in Deed Book Volume 2331, page 242.
2. Right of way from A.F. Fenton, et ux, to West Penn Power Co., dated March 14, 1951 and recorded in Deed Book Volume 1394, page 532.
3. Subject to streets, lot lines, and easements shown on the Weatherton Farm Estates Plan recorded on August 2, 2001, Westmoreland County, Pennsylvania, at Instrument #200108020041449.
4. Protective covenants for Weatherton Farm Estates recorded on August 15, 2002, in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania at Instrument #200208150052606.
5. Revised and Restated Protective Covenants and Declaration of Homeowner's Association Affecting Weatherton Farm Estates recorded on March 6, 2003, in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania at Instrument #200303060017945.
6. Exceptions and reservations set forth in Deed Book Volume 1925, page 527.
7. Subject to zoning ordinances of the Township of Unity, if any.
8. Local and school taxes for the year 2003 not yet due and payable.



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# EXHIBIT "C"

## Weatherton Farm Estates Subdivision



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C. B. SPECHLER ENGINEERING, P.C.  
 1000 W. 10TH AVE. SUITE 100  
 DENVER, CO 80202  
 PHONE: (721) 527-1087 FAX: (721) 527-1081

YORCHAMER ENTERPRISES, INC.  
 1000 W. 10TH AVE. SUITE 100  
 DENVER, CO 80202  
 PHONE: (721) 527-1087 FAX: (721) 527-1081


MASTER PLAN LAYOUT  
 FOR  
 WEATHERTON FARM ESTATES

# EXHIBIT "D"

## Fraction Interests and Identifying Numbers


Lot No.	Address	%	Lot No.	Address	%
#1	Ali Dr.	0.952	#36	Judy Dr.	0.952
#2	Ali Dr.	0.952	#37	Judy Dr.	0.952
#3	Ali Dr.	0.952	#38	Judy Dr.	0.952
#4	Ali Dr.	0.952	#39	Judy Dr.	0.952
#5	Ali Dr.	0.952	#40	Judy Dr.	0.952
#6	Ali Dr.	0.952	#41	Judy Dr.	0.952
#7	Ali Dr.	0.952	#42	Judy Dr.	0.952
#8	Ali Dr.	0.952	#43	Judy Dr.	0.952
#9	Ali Dr.	0.952	#44	Judy Dr.	0.952
#10	Ali Dr.	0.952	#45	Judy Dr.	0.952
#11	Ali Dr.	0.952	#46	Judy Dr.	0.952
#12	Ali Dr.	0.952	#47	Judy Dr. *(Lauraine Ct.)	0.952
#13	Ali Dr.	0.952	#48	Lauraine Ct.	0.952
#14	Ali Dr. *(Sharon Dr.)	0.952	#49	Lauraine Ct.	0.952
#15	Sharon Dr.	0.952	#50	Lauraine Ct.	0.952
#16	Sharon Dr.	0.952	#51	Lauraine Ct.	0.952
#17	Sharon Dr.	0.952	#52	Lauraine Ct.	0.952
#18	Sharon Dr.	0.952	#53	Lauraine Ct.	0.952
#19	Sharon Dr.	0.952	#54	Lauraine Ct.	0.952
#20	Sharon Dr.	0.952	#55	Lauraine Ct.	0.952
#21	Sharon Dr.	0.952	#56	Lauraine Ct.	0.952
#22	Sharon Dr.	0.952	#57	Lauraine Ct.	0.952
#23	Sharon Dr.	0.952	#58	Lauraine Ct.	0.952
#24	Sharon Dr.	0.952	#59	Lauraine Ct.	0.952
#25	Sharon Dr.	0.952	#60	Lauraine Ct.	0.952
#26	Sharon Dr.	0.952	#61	Lauraine Ct.	0.952
#27	Sharon Dr. *(Judy Dr.)	0.952	#62	Lauraine Ct. *(Judy Dr.)	0.952
#28	Judy Dr.	0.952	#63	Ali Dr.	0.952
#29	Judy Dr.	0.952	#64	Ali Dr.	0.952
#30	Judy Dr.	0.952	#65	Ali Dr.	0.952
#31	Judy Dr.	0.952	#66	Ali Dr.	0.952
#32	Judy Dr.	0.952	#67	Ali Dr.	0.952
#33	Judy Dr.	0.952	#68	Ali Dr.	0.952
#34	Judy Dr.	0.952	#69	Ali Dr.	0.952
#35	Judy Dr.	0.952	#70	Ali Dr.	0.952

\*Corner Lot

  
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Lot No.	Address	%
#71	Ali Dr.	0.952
#72	Ali Dr.	0.952
#73	Ali Dr.	0.952
#74	Ali Dr.	0.952
#75	Ali Dr.	0.952
#76	Ali Dr.	0.952
#77	Ali Dr.*(Sharon Dr.)	0.952
#78	Sharon Dr.	0.952
#79	Sharon Dr.	0.952
#80	Sharon Dr.	0.952
#81	Sharon Dr.	0.952
#82	Sharon Dr.	0.952
#83	Sharon Dr.	0.952
#84	Sharon Dr.	0.952
#85	Sharon Dr.	0.952
#86	Sharon Dr.	0.952
#87	Sharon Dr.	0.952
#88	Sharon Dr.	0.952
#89	Sharon Dr.	0.952
#90	Sharon Dr.	0.952
#91	Sharon Dr.	0.952
#92	Sharon Dr.*(Judy Dr.)	0.952
#93	Sharon Dr.*(Judy Dr.)	0.952
#94	Sharon Dr.	0.952
#95	Sharon Dr.	0.952
#96	Sharon Dr.	0.952
#97	Sharon Dr.	0.952
#98	Sharon Dr.*(Judy Dr.)	0.952
#99	Judy Dr.	0.952
#100	Judy Dr.	0.952
#101	Judy Dr.	0.952
#102	Judy Dr.	0.952
#103	Judy Dr.	0.952
#104	Judy Dr.	0.952
#105	Judy Dr.	0.952

\*Corner Lot

  
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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

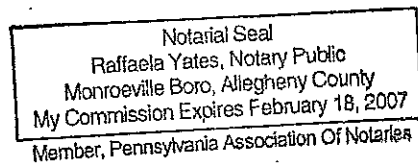
COUNTY OF ALLEGHENY

)  
) SS:  
)

On this, the 1st day of <sup>April</sup>~~March~~, 2003, before me, a Notary Public, the undersigned officer, personally appeared Joseph M. Yates, who acknowledged himself to be the President of Yorkshire Enterprises, Inc., and that he as such President executed the foregoing instrument for the purposes therein contained.

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

Raffaella Yates  
Notary Public



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Westmoreland County RecorderC

## WEATHERTON FARM ESTATES

### PROJECTED BUDGET

#### Entrance Ways – Maintenance

Plants & Mulch/Grass Cutting

(35 weeks @ approx. \$75.00 per week)      \$ 2,625.00

#### Retention Pond

Clean out when needed      \$ 1,000.00

(once every 2-3 years as needed

\$1,000.00 approx.)

Developer will maintain until all

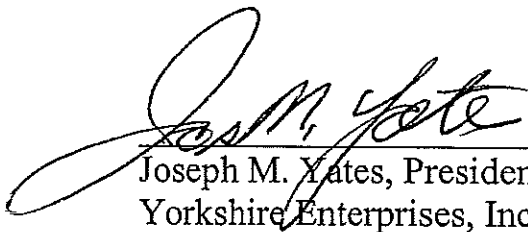
Lots are sold.

#### Insurance

E & O & General Liability (approx)      \$ 2,000.00

-----  
\$ 5,625.00

Approximate cost per homeowner - \$53.57 per year.



Joseph M. Yates, President  
Yorkshire Enterprises, Inc.



# BYLAWS OF WEATHERTON FARM ESTATES HOMEOWNERS' ASSOCIATION

## ARTICLE I. NAME AND LOCATION

1.01. The name of the homeowners' association, referred to in these Bylaws as the "Association," is the Weatherton Farm Estates Homeowners' Association. The registered office of the Association shall be located at 3903 Chris Court, Murrysville, Pennsylvania 15668, but meetings of members and directors may be held at other places within the Commonwealth of Pennsylvania that may be designated by the Board of Directors.

## ARTICLE II. DEFINITIONS

2.01. "Association" shall mean and refer to the Weatherton Farm Estates Homeowners' Association, its successors and assigns.

2.02. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and additions to that property that may be brought within the jurisdiction of the Association.

2.03. "Common Area" shall mean all real property owned by the Association for the common benefit, use and enjoyment of the Owners.

2.04. "Lot" shall mean and refer to any portion of the Properties designated for separate ownership or occupancy as shown on any recorded subdivision map of the Properties.

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

2.06. "Declarant" shall mean and refer to Yorkshire Enterprises, Inc., its successors and assigns.

2.07. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds for the County of Westmoreland, Commonwealth of Pennsylvania on MARCH 6, 2003, 2003, in Deed Book Volume \_\_\_\_\_, Page \_\_\_\_\_, Instrument No. 200303060017945 and any and all amendments thereto.

2.08. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III. MEETINGS OF MEMBERS

### Annual Meetings

3.01. The first annual meeting of the members shall be held within one year from the date of formation of the Association. To the extent practicable, subsequent regular annual meetings of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

### Special Meetings

3.02. Special meetings of the members may be called at any time by the president or by the Board of Directors or on written request of the members who are entitled to vote one-fourth of all the votes of the Class A membership.

### **Notice of Meetings**

3.03. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, no less than ten (10) nor more than sixty (60) days in advance of any meeting to each member entitled to vote at the meeting addressed to the member's address last appearing on the books of the Association or supplied by the member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

### **Quorum**

3.04. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes which may be cast for the election of the Board of Directors shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

### **Proxies**

3.05. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease on conveyance by the member of his or her Lot.

## **ARTICLE IV. SELECTION AND TERM OF OFFICE OF DIRECTORS**

### **Number**

4.01. The affairs of this Association shall be managed by a board of three (3) directors who do not need to be members of the Association.

### **Term of Office**

4.02. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year. At each annual meeting thereafter, the members shall elect one (1) director for a period of two (2) years and two (2) directors for a period of one (1) year each.

### **Removal**

4.03. Any director other than one appointed under the Declaration may be removed from the Board, with or without cause, by a two-thirds ( $\frac{2}{3}$ <sup>rd</sup>) vote of the members of the Association. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

### **Compensation**

4.04. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

### **Action Taken Without Meeting**

4.05. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS**

### **Nomination**

5.01. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of the annual meeting until the close of the next annual meeting, and the appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The nominations may be made from among members or nonmembers.

### **Election**

5.02. Election to the Board of Directors shall be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI. MEETINGS OF DIRECTORS**

### **Regular Meetings**

6.01. Regular meetings of the Board of Directors shall be held without notice to the members, at the place and hour that may be fixed from time to time by resolution of the Board. Should the meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

### **Special Meetings**

6.02. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

### **Quorum**

6.03. A majority of the number of directors present at the beginning of a meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII. POWERS AND DUTIES OF BOARD OF DIRECTORS**

### **Powers**

7.01. The Board of Directors shall have power to:

- (1) Adopt and publish rules and regulations governing the use of the Common Area and recreational facilities, if any, and the personal conduct of the members and their guests on the Common Area and any facilities, and establish penalties for the infraction of the rules and regulations;
- (2) Suspend the voting rights and right to use the recreational facilities of a member during any period in which the member shall be in default in the payment of any assessment levied by the Association. These rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (3) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;
- (4) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from two (2) consecutive regular meetings of the Board of Directors; and
- (5) Employ a manager, an independent contractor, or other employees as they deem necessary, and prescribe their duties.

#### Duties

7.02. In addition to those provided by law, it shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs and present a statement of its acts and corporate affairs to the members at the annual meeting of the members, or at any special meeting when the statement is requested in writing by one-fourth (1/4<sup>th</sup>) of the Class A Members who are entitled to vote;
- (2) Supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;
- (3) As more fully provided in the Declaration:
  - (a) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (b) Send written notice of each assessment to every Owner subject to assessment at least thirty (30) days in advance of each annual assessment period; and
  - (c) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the assessments.
- (4) Issue, or cause an appropriate officer to issue, on demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these Certificates and if a Certificate states an assessment has been paid, the Certificate shall be conclusive evidence of the payment;
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) Cause the Common Area to be maintained.

## **ARTICLE VIII. OFFICERS AND THEIR DUTIES**

### **Enumeration of Officers**

8.01. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Treasurer, Secretary, and other officers as the Board may from time to time by Resolution create.

### **Election of Officers**

8.02. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

### **Term**

8.03. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

### **Special Appointments**

8.04. The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for the period, have the authority, and perform the duties that the Board may, from time to time, determine.

### **Resignation and Removal**

8.05. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Resignation of an officer shall take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

### **Vacancies**

8.06. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill a vacancy shall serve for the remainder of the term of the officer he or she replaces.

### **Multiple Offices**

8.07. The offices of Secretary and Treasurer may be held by the same person. Other than Secretary, Treasurer or special offices created pursuant to Paragraph 8.04 of this Article, no person shall simultaneously hold more than one of any of the other offices.

### **Duties**

8.08. The duties of the officers are as follows:

(1) The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, and other written instruments affecting the Properties; co-sign all checks and promissory notes; and perform all other duties as required by the Board.

(2) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal;

serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and perform all other duties as required by the Board.

(3) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse the funds as directed by Resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; prepare an annual budget and financial statement of income and expenditures within one hundred and eighty (180) days of the close of the fiscal year of the Association; deliver a copy of the annual financial statement to each of the members who requests within thirty (30) days of receipt of the request; and perform all other duties as required by the Board.

## **ARTICLE IX. COMMITTEES**

9.01. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X. BOOKS AND RECORDS**

10.01. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI. ASSESSMENTS**

11.01. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien on the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then maximum legal rate, but not more than fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of the action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of his or her Lot.

## **ARTICLE XII. AMENDMENTS**

### **Meetings**

12.01. These Bylaws may be amended, at a regular or special meeting of the members, by a majority vote of a quorum of members present in person or by proxy.

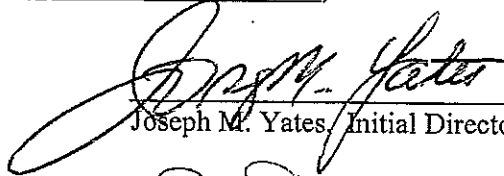
### **Conflicts**

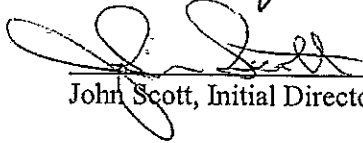
12.02. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIII. MISCELLANEOUS**

13.01. The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31<sup>st</sup>) day of December of every year, except that the first fiscal year shall begin on the date of filing of the Declaration.

We, being all of the initial directors of the Weatherton Farm Estates Homeowners' Association, sign these Bylaws on the 6 day of MARCH, 2003.


  
Joseph M. Yates, Initial Director

  
John Scott, Initial Director

#### CERTIFICATION

I, the undersigned, do certify that I am the duly elected and acting Secretary of the Association, and, that the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors of the Association held on 3/6, 2003.

IN WITNESS WHEREOF, I subscribe my name on the 6 day of MARCH, 2003.

  
John Scott, Secretary