

PAPER NICK
&
G E F S K Y

ATTORNEYS AT LAW • LIMITED LIABILITY COMPANY

Hilary W. Taylor
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May 11, 2018

Aimee Hennemuth
Community Management Professionals
200 Commerce Drive, Suite 206
Moon Township, PA 15108

RE: Hickory on the Green Homeowners Assn., Inc.

Dear Aimee:

Enclosed please find the original, recorded Amended and Restated Declaration for Hickory on the Green Homeowners Association. It was recorded on April 17, 2018, and is effective and enforceable as of that date. A copy of this document, in its entirety, should be mailed to all members of the Association and from this point forward, should be utilized in place of any prior versions of the Declaration by the Board and by CMP.

Please let me know if you have any questions.

Very truly yours,

PAPER NICK & GEFSKY, LLC
ATTORNEYS AT LAW


Hilary W. Taylor



60 2018 00010722

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2018-10722

BK-DE VL-17176 PG-138

Recorded On: April 17, 2018

As-Deed Agreement

Parties: HICKORY ON THE GREEN HOMEOWNERS ASN INC

To HICKORY ON THE GREEN HOMEOWNERS ASN INC

of Pages: 19

Comment: DECLARATION OF COVENANTS

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

Deed Agreement	166.75
	0
	0
Total:	166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 04-17-2018 / Belinda Gibbs
NOT A DEED OF TRANSFER

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

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2018-10722
 Receipt Number: 3403045
 Recorded Date/Time: April 17, 2018 01:17:42P
 Book-Vol/Pg: BK-DE VL-17176 PG-138
 User / Station: M Ward-Davis - Cash Station 25

PAPERICK & GEFSKY
 WILL CALL
 PITTSBURGH PA 15219



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Will Call
Papernack & Gefsky

319646 DRE Certified
17-Apr-2018 12:56P\Int By: Belinda Gibbs

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HICKORY ON THE GREEN
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended and Restated DECLARATION, made this 26th day of Feb. 2014 by the HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION, INC., a Pennsylvania corporation (hereinafter referred to as "ASSOCIATION").

WITNESSETH THAT:

WHEREAS, Hickory Green Development Co., Inc., a Pennsylvania corporation (the "Declarant") by Declaration of Covenants, Conditions and Restrictions dated November 13, 1992, as recorded in the Department of Real Estate of Allegheny County, Pennsylvania (the "Recorder's Office") in Deed Book Volume 8849, page 39 (the "Original Declaration") created the Hickory on the Green Homeowners Association; on a developed parcel of land in the Township of South Fayette, County of Allegheny, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached thereto; and

WHEREAS, the Original Declaration was amended by the Declarant on August 1, 1994 by an Amendment to Declaration of Covenants, Conditions and Restrictions of Hickory on the Green recorded in the Recorder's Office at Deed Book Volume 9307 page 340, and again amended by the Declarant on December 19, 1996 by an Amendment to Declaration of Covenants, Conditions and Restrictions of Hickory on the Green recorded in the Recorder's Office at Deed Book Volume 9866, page 627; and

WHEREAS, the Original Declaration was Revised and Restated by the Association on June 8, 1999, by the Hickory on the Green Revised and Restated Declaration of Covenants, Conditions and Restrictions recorded in the Recorder's Office at Deed Book Volume 10502, page 345 (hereinafter, the "Declaration"); and

WHEREAS, in accordance with the provisions of the Declaration, as least Sixty Seven Percent (67%) of the Members of the Association have adopted, executed and acknowledged a resolution to amend and restate the Declaration as hereinafter provided.

NOW, THEREFORE, be it known that the Association does officially adopt the following Amended and Restated Declaration for Hickory on the Green Homeowners Association to which all of the Association Members shall be subject:

ARTICLE I
DEFINITIONS

Section 1. Association shall mean a Pennsylvania not-for-profit corporation named Hickory on the Green Homeowners Association, Inc., its successors and assigns.

Section 2. Common Areas shall mean any part of the Property which the Association maintains for the benefit and enjoyment of the Owners.

Section 3. Common Expenses shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Areas and Common Property; (2) utility charges not separately billed or charged; (3) insurance for the Common Property; (4) expenses declared common by this Declaration or the By-Laws; (5) expenses declared common by the Board of Directors.

Section 4. Common Property shall mean all real and personal property owned by the Association for the common use and enjoyment of the Owners as shown on the recorded subdivision plan or over which the Association has an easement of maintenance for the use and enjoyment of the Owners.

Section 5. Lot shall mean any plot of land shown upon any recorded subdivision map of the Property, specifically excepting the Common Property.

Section 6. Member shall mean and refer to all those Owners who are Members of the Association, as provided in Article II hereof.

Section 7. Owner shall mean the record Owner, whether one or more persons or entities, of a Lot, but excluding those persons having an interest merely as security for the performance of an obligation.

Section 8. Property shall mean that real property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. Unit shall mean and refer to a building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

Section 10. UPCA shall mean and refer to the Pennsylvania Uniform Planned Community Act, as amended 68 Pa. C.S.A. §5101 et seq.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting. The Association shall have one class of Voting Membership. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot, however, shall be exercised as such persons, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III
PROPERTY RIGHTS

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

- (a) the right of the Board of Directors to limit the number of guests that may use the common facilities;

- (b) the right of the Board of Directors to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property by guests or Owners;
- (c) the right of the Board of Directors to suspend (i) the voting rights, (ii) the right to use the Common Property, and (iii) the right to run for the Board of Directors, of an Owner for any period during which any assessment against their Lot remains unpaid or for the duration of any infraction of its published rules and regulations for which the Owner has received notice and an opportunity to be heard;
- (d) the right of the Board of Directors to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Members. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Owners agreeing to such dedication or transfer has been recorded;
- (e) the right of the Board of Directors to grant easements upon, across, over, under, in and to any part of properties to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to cable television service, security and similar systems, water, sewer, gas, telephone and electricity;
- (f) the rights of the Association to borrow money for the purpose of repairing or improving any facilities located thereon.

Section 2. Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Property and facilities to Members of their family, tenants or contract purchasers who reside on the property.

Section 3. Title to Common Property. Title to the Common Property shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building and due restrictions, all exceptions easements and conditions as the same may be and appear in proper instruments of record, including those set forth in this Declaration.

ARTICLE IV ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot or Unit by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay the Association: (1) annual assessments or charges; and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) specific assessments against particular Units for fines or other charges. All such assessments, together with interest costs, costs of collection, management charges and reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the Lot against which the assessment was made and shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time when such assessment fell due. Owners may not withhold any portion of any assessment for any reason, including any claim they failed to receive service or equal service. The said Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new Owner, who shall also be personally liable for delinquent

assessments disclosed in accordance with section 5407 of the UPCA, unless they are resolved prior to or at the closing.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Property and Common Areas, the painting of all Unit front and garage doors and the trim around those doors, the payment of insurance on the Common Property, and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof and any other Common Expenses. Roof repair/replacement is the responsibility of each individual homeowner but subject to the standards and specifications established by the Architectural Review Committee as approved by the Board of Directors. The Board of Directors may decide to assume the responsibility of the roof repair/replacement in the future. Assessments may be used for exterior maintenance and repair of Units as approved by the majority of the Owners at the annual Owners' meeting or a special meeting called for that purpose at which a quorum is present. Repairs that are an Owner responsibility which an Owner refuses to make after twenty (20) days notice may be completed by the Association and then be assessed to the Owner's account with appropriate penalty and administrative costs to effect the repairs. Such fees, costs and penalties shall be deemed to be assessments, to be collected as provided herein and in the UPCA. All Owners shall be liable for the following assessments: annual assessments, special assessments and specific assessments.

Section 3. Annual Assessments.

- (a) The Annual Assessment shall be established annually by the Board of Directors and shall commence on the first day of January each year. Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board of Directors. Unless the Board provides otherwise, assessments shall be paid in monthly installments due on the first day of each month.
- (b) It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be delivered to each Member at least thirty (30) days prior to the annual Owners' meeting. The budget and the assessment shall become effective unless disapproved at the annual Owners' meeting (or a special meeting called for such purpose within thirty (30) days following delivery of the budget) by vote of at least fifty-one (51%) percent of the total Association Membership.
- (c) The Association shall, upon reasonable request, furnish to any Owner a certificate in writing signed by an Officer or Agent of the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.
- (d) In the event the Board is delayed in preparing the annual budget or a vote of the Membership causes a delay, the Owner shall continue to pay the monthly charges at the then-existing rate established for the previous period until the same shall be determined.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any action to maintain the integrity of the community at large, including any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or the Common Areas, including fixtures

and personal property related thereto, provided that any such Special Assessment shall have the assent of over Fifty (50) Percent of the votes of Members present, in person or by proxy, at the annual Association meeting or a special meeting called for this purpose.

Section 5. Specific Assessments. In addition to the foregoing, the Board may levy specific assessments against individual Lots or Units where there is a particular charge attributable only to that Lot or Unit for any reason, including repairs the Owner failed to make after thirty (30) days notice, or a fine has been imposed as provided hereinafter. Such assessment shall be made at a meeting of the Board of which the Owner involved has had fifteen (15) days' notice to appear.

Section 6. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 herein shall be delivered to the Unit or mailed by United States mail, first class, postage prepaid, to the Owner of the Lot at the address appearing in the records of the Association, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast over fifty percent (50%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum for that subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In lieu of a postponed meeting, the Board may obtain the written or emailed consent of the requisite number of Members.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment shall commence as to each Lot on the first day of January each year.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall incur a late charge plus interest, as determined by the Board of Directors, and, all collection charges and costs incurred by the Association. The Association may bring an action at law against the Owner, or person personally obligated to pay the assessment, or foreclose the lien against the property, and there shall be added to the amount of such Assessment all late charges, the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include all costs of collection charged to the Association and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Property or abandonment of their Lot or Unit or allegation of lack of service or dissatisfaction with service or any reason at all. Notice of the delinquency shall be sent to the Owner prior to the initiation of legal proceedings.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment pursuant to §5315 of the UPCA, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Sale or transfer of the Lot or Unit shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall not extinguish the lien of any assessments which became due prior to such sale as stated by law and shall not extinguish the personal liability of the Owner.

Section 10. Reserve for Replacements. The Association shall establish and maintain a fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Property and Common Areas as the Board deems appropriate (the "Replacement/Repair Fund"). The amount shall be collected by assessment of the Owners and shall be deemed a common expense. The Replacement/Repair Fund shall be kept in an interest bearing account or other insured investment and shall only be expended for the purpose of effecting the replacement or repair of Common Property or community facilities and for operating contingencies of a non-recurring nature. The proportionate interest of each Owner shall be considered appurtenant to their Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot and shall be deemed to be transferred with such Lot. To fund said Replacement/Repair Fund, the Association shall collect from each of its new Members (purchasers of any Lot at every resale), at time of closing a sum up to 12 months assessments of the prior fiscal year as permitted by §5302(a)(12) of the UPCA and shall remit said amount to the Replacement/Repair Fund.

ARTICLE V INSURANCE

Section 1. Owner's Coverage. Each Owner shall keep their Unit insured against loss or damage by fire, mine subsidence (as regulated by the Commonwealth of Pennsylvania) and such other hazards as are covered under standard extended coverage provisions, mine subsidence insurance and comprehensive public liability insurance, under policies issued by company(ies) approved by the Board of Directors and providing for one hundred percent (100%) of the replacement cost of the insured property, as evidenced by a replacement value endorsement. The Owner shall deliver to the Association evidence of such insurance and the renewal thereof within two weeks of such request each year. Failure to provide said proof of insurance will result in fines and penalties as may be set forth by the Board of Directors. If an Owner shall fail to procure, pay for and deliver to the Association any policy(ies) of insurance and/or renewals thereof as this section requires, the Association, at its option, but without obligation to do so, may procure such insurance and pay the premiums therefor, and assess the Owner for the costs thereof, which shall be treated in like manner to assessments, as provided hereunder and under the UPCA. Further, the Association shall have the right to require the Owner of any Lot, unit or other structure damaged or destroyed by fire or other peril to rebuild, reconstruct, repair, rehabilitate, and/or refurbish the Unit or structure situate upon the Lot in a manner comparable to its prior condition, regardless of the adequacy of insurance.

Section 2. Association Coverage. The Board, or such other person as the Board may appoint as insurance trustee, shall obtain and maintain to the extent obtainable, without prejudice to the right of each Owner to insure their own Unit for their own benefit, the following insurance policies:

- (a) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:
 - (1) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

- (2) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;
 - (3) Public liability insurance in such amounts as the Board may from time to time determine is necessary. Said insurance shall cover each Board member, its Officers and the managing agent or manger, as well as each Owner from liability in connection with the Common Property or facilities or any decision or work performed in connection therewith;
 - (4) Workers Compensation insurance to the extent necessary to comply with any applicable law;
 - (5) Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board.
- (b) The Board may also obtain, as a Common Expense, insurance of the type known as "Officer's and -Director's liability" coverage.
 - (c) The premiums for the insurance coverage shall be a common expense levied by the Board against the Owners.
 - (d) The Board, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.
 - (e) Each Owner shall be responsible for their own insurance of the contents of their Unit, the additions and improvements thereto, on all personal property wherever situated and personal liability.

ARTICLE VI
SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages: Each Owner shall have the right to mortgage or encumber their own respective Lot or Unit. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Property.

Section 2. Utilities: Each Owner shall pay for their own telephone, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

ARTICLE VII
UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots or Units within the Property with respect to utility service connections, including sanitary and storm sewer, water, electric and telephone lines and related facilities, shall be governed by the following:

- (a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot or Unit owned by other than the Owner of a Lot or Unit served by the connections, or in or upon the Common Property, the Owner of any Lot or Unit served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots or Common Property in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.
- (b) Whenever utility service connections serve more than one Lot or Unit, the Owner of each Lot or Unit served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as serve their Lot or Unit and shall have the same license and right as are provided immediately hereinabove with respect to portion lying in or upon Lots owned by other Owners.
- (c) The main storm water drainage systems and main sanitary sewage system shall be maintained by the Association as a common Expense unless such systems are dedicated to and accepted by a public authority. Lateral sewage and storm water drainage systems shall be the responsibility of each Owner.
- (d) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE VIII ENCROACHMENTS

Each Lot and Unit within the Property is hereby declared to have an easement over all adjoining Lots and the Common Property for the purpose of ingress, egress and regress to and from the Unit erected on said Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage of rainwater, maintenance or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement. In the event a Unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot and Unit agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

ARTICLE IX ARCHITECTURAL STANDARDS

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article and such procedures as may be adopted by the Board. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee.

Section 1. Architectural Review and Landscaping Review Committees. No building addition, fence, wall or other structure, addition or alteration of any nature, including landscaping, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, size, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association after review and receiving a recommendation by an Architectural Review Committee and/or Landscaping Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall limit the right of an Owner to remodel or paint the interiors of their Unit.

ARTICLE X
USE RESTRICTIONS AND RULE MAKING

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

- (a) Unit Restrictions. No Lot or Unit may be divided or subdivided into a smaller Lot or Unit, nor may any portion of any Lot or Unit be added to or incorporated into another Lot or Unit, nor any portion less than all thereof sold or otherwise transferred.
- (b) Use of Common Property. The Common Property and facilities may be used by all Owners and/or residents, their families, guests and invitees, subject to such restrictions contained in the Declaration Bylaws and/or Rules and Regulations as may be established by the Association.
- (c) Unit Maintenance. Each Owner shall furnish and be responsible, at their own expense, for all of the maintenance, repairs and replacements within their own Unit and also for all exterior maintenance required in and about their Unit not covered under Article IV Section 2, Purpose of Assessments. If any required maintenance is not performed within thirty (30) days after the Association has given the Owner written notice to do so the Association may, in its discretion, perform such maintenance and charge the Owner for any expense involved, including administrative costs, which charge may be enforced as provided in Article IV hereof as an assessment against said Unit.
- (d) Prohibited Use. No articles of personal property belonging to any Owner shall be stored on any portion of the Common Property or any Lot (other than within the Unit) without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Property or Common Areas which violates the law or which will increase the rate of insurance on any building or contents thereof.
- (e) Exterior Attachments. Owner shall not cause or permit anything to be placed on the outside walls of any building, and no awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or roofs without the written consent of the Board of Directors or its designee.

- (f) Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (g) Signs. No sign shall be displayed to the public view on any Lot or Unit, except that one sign of not more than five square feet advertising the property for sale or lease may be displayed from the inside of one window. The Board shall have the right to erect entrance signs, directional and traffic signs and such other signs on the Common Property as it deems appropriate. Temporary contractor signage, including but not limited to asphalt repaving and resurfacing, painting, and interior remodeling, etc., may be advertised for the duration of the owner's project.
- (h) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in secure plastic bags or plastic sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations by the Association. Garbage containers must be kept out of public view except on collection days.
- (i) Residential Use. All Lots and Units shall be for private residential purposes only.
- (j) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the residents.
- (k) Laundry-Lines. Laundry poles and lines outside of Units are prohibited.
- (l) Temporary Structures. No structure of a temporary character, dog house, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot at any time either temporarily or permanently.
- (m) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit on any Lot or in the Common Areas, except that dog(s), or cat(s) or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be attended and leashed when outside the Unit.
- (n) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any automobile, truck, tractor, mobile home, boat or other transportation device of any kind, unless prior approval received from the Board. No Owners or Tenants shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.
- (o) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Areas.
- (p) Landscaping. All landscaping shall be performed by the Association and planting of trees, hedges, shrubs, etc., by residents is prohibited, unless prior approval in writing from the Board

of Directors is secured. No live trees shall be removed from any Lot or Common Property without the written approval of the Board. The Board may, from time to time, promulgate such rules and regulations regarding the preservation, addition or modification of trees, vegetation, wildlife and other natural resources as it deems appropriate.

- (q) Drainage. No structure, planting or other material may be stored or erected on the Property which interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel of drainage easement.
- (r) Association Maintenance. It shall be the responsibility of the Association to maintain all landscaping and landscape structures within individual lots, upon the open space or on public rights of way within the subdivisions, except that landscape alterations approved by the Board of Directors as provided in (p) above shall become the responsibility of the Owner to maintain. Failure to maintain the alteration to standards of the Board will be treated the same as failure to maintain any other areas of the Lot or Building, except that the notice period shall be thirty (30) days for landscape maintenance.

Section 2. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement is specifically overruled, canceled or modified by the Board, or, in a regular or special meeting, by the vote of a majority of all Members. The Board shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and their assessment and collection is hereby consented to by each Owner, and all persons claiming title through them.

Section 3. Procedure. Except as otherwise provided herein, the Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant for violations of the Declaration, Bylaws, Rules and Regulations or other governing documents of the Association and until the following procedure is followed:

- (a) Demand. Written notification to correct an alleged violation shall be served upon the alleged violator specifying:
 - (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period, to be determined by the Board based on the violation, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

- (b) Notice. At any time within twelve months of such notification, if the violation continues past the period allowed in the notification for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board in executive session. The notice shall contain:
- (i) The nature of the alleged violation;
 - (ii) If a hearing is requested by the violator, the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice.
 - (iii) An opportunity to attend the hearing and produce any statement, evidence and witnesses on their behalf and to be represented by counsel; and
 - (iv) The proposed sanction to be imposed.
- (c) Hearing. If requested, the hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the opportunity to be heard shall be deemed adequate if comprised of a copy of the notice together with a verified statement of the date and manner of service upon the alleged violator. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XI CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XII
RIGHTS OF ELIGIBLE MORTGAGE HOLDERS

Section 1. Notice of Action. An institutional holder of a first mortgage on a Lot or Unit who provides written request to the Association (with such request identifying the name and address of the holder, and the Lot or Unit number and/or street address of the Lot or Unit to which the mortgage relates) (hereinafter referred to as an "Eligible Mortgage Holder") shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Property or the Lot on which there is a first mortgage held by such Eligible Mortgage Holder;
- (b) Any delinquency in the payment of assessments or charges owed by the Owner of a Lot subject to a first mortgage held by such Eligible Mortgage Holder, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of an Eligible Mortgage Holder as specified in Section 2.

Section 2. Other Provisions for Eligible Mortgage Holders. To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

- (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by the Board of Directors and a majority of the Eligible Mortgage Holders.
- (b) Any election to terminate the legal status of the Association after substantial destruction or a substantial taking in condemnation of the Property shall require the approval of a majority of the Eligible Mortgage Holders.
- (c) The Association shall not use hard insurance proceeds for losses to any Common Property for other than the repair, replacement, or reconstruction of such Common Property without the consent of two-thirds of the Eligible Mortgage Holders.

Section 3. Payment of Taxes. Eligible Mortgage Holders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Property. Eligible Mortgage Holders making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or an other party priority over any rights of an Eligible Mortgage Holder

pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Property.

ARTICLE XIII LEASING

Units may be rented or leased only by written lease as per the rental and leasing policies. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause their lessee, occupant, or persons living with such Owner or with their lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board shall have the right to require all owners to provide leases in advance to ensure compliance with this Article.

ARTICLE XIV GENERAL PROVISIONS

Section 1 Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any 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 Board may impose fines or other sanctions, collection of which shall be as provided in Article IV hereof.

The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Before an individual Owner may act to enforce any provision of this Declaration, notice must be given to the Board of Directors and the Board given a reasonable opportunity to take appropriate action.

Section 2. Powers and Authority of the Association. The Association shall have all of the powers of a not-for-profit corporation organized under the Corporation Law of the Commonwealth of Pennsylvania, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended only in accordance with the procedures specified in §5219 of the UPCA, and the other Sections of the UPCA referred to in §5219 thereof and the express provisions of this Declaration. Any such amendment shall be signed by the Association President and attested by the Association Secretary and shall be effective upon recordation in the Recorder's Office of Allegheny County. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive.

Section 5. The Common Property. The Association, subject to the rights of the Owners set forth on this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 6. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer service and other common services to each Unit.

Section 7. Personal property and Real Property for Common Use. The Association through action of its Board of Directors may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Notice of Sale or Lease. In the event an Owner sells or leases the Owner's property, the Owner will be required to disclose to the Association the lessee or purchaser of the property. All leases shall be subject to this Declaration and the authority of the Board of Directors to regulate the conduct of any person on the Property.

Section 10. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

Section 11. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

Section 12. Matters of Dispute. Matters of dispute or disagreement between Association Members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association Members.

Section 13. Liability of the Board. The Members of the Board and its Officers shall not be personally liable to the Association, the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Association shall indemnify and hold harmless each Board member, officer, employee or any former Board member, former officer and former employee of the Association (and of any committee which he or she served at the request of the Association) for or against any and all expenses and liabilities incurred by or imposed upon him or her in connection with or resulting from any claim, action, suit or proceeding (civil, criminal, administrative or investigative) (hereinafter called "action"), in which he or she may become involved as a party or otherwise by reason of his/her being or having been such Board member, officer or employee, or by reason of any action taken or not taken in such capacity, whether or not he or she continues to be such at the time such liabilities or expenses are incurred, as may be more fully provided in the Bylaws. The Association may obtain as a common expense the type of insurance commonly known as Directors and Officers Liability coverage in order to encourage service on the Board of Directors and to fund this obligation.

Section 14. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid hand-delivered, or e-mailed (with their prior consent) to the last known address or e-mail address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 15. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to and be enforceable by the Association or any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then Owners of eighty percent (80%) of the Lots, as provided in §5220 of the UPCA, has been recorded in the Recorder's Office.

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WITNESS the execution hereof at Pittsburgh, Pennsylvania, the day and year first above written by Hickory on the Green Homeowners Association, Inc.

ATTEST:

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION, INC.

Wendy Reel
SECRETARY

BY: David Carroll
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA :
: COUNTY OF ALLEGHENY :

SS:

On this ^{29th SUP} ~~20th~~ day of ^{SUP} ~~February~~ ^{SUP} ~~March~~ 20¹⁸ before me, a Notary Public, the undersigned Officer, personally appeared David Carroll, who acknowledged him/herself to be the President of Hickory on the Green Homeowners Association, Inc., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as President.

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

Sarah Perry
Notary Public

My Commission Expires:

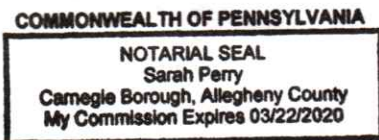


Exhibit "A"

ALL that certain tract or parcel of ground situate in the Township of South Fayette, County of Allegheny and Commonwealth of Pennsylvania, and being bounded and described as follows:

BEGINNING at a spike in or near the center line of Pennsylvania State Highway Legislative Route 02046 as relocated and designated as State Highway Traffic Route No. 978, said spike being on the northerly right of way line of Interstate Highway Traffic Route No. I-79 and on the easterly line of property of John Deklewa, Jr., et ux; thence in said State Highway Legislative Route 02046 Traffic Route No. 978, the following four courses and distances viz: North 61 degrees 49 minutes West, 18.35 feet to a point; thence by a curve to the right having a radius of 238.73 feet, an arc distance of 318.41 feet to a spike; thence North 12 degrees 56 minutes East, 133.11 feet to an iron pipe; and thence North 59 degrees 51 minutes West, 78.9 feet to a point; thence leaving said road and through property formerly of Charles J. Schneider of which the within described parcel is a part, the following three courses and distances viz: North 31 degrees 55 minutes East, 105 feet to an iron pin; thence North 58 degrees 05 minutes West, 75 feet to an iron pin; and thence South 31 degrees 55 minutes West, 174.95 feet to a point in or near the center line of the aforementioned Legislative Route 02046, Traffic Route No. 978; thence in said highway, the following three courses and distances viz: South 74 degrees 18 minutes West, 135.49 feet to a spike; thence South 66 degrees 07 minutes West, 496.50 feet to an iron pin; and thence South 36 degrees 06 minutes West, 241.71 feet to a spike; thence leaving said road and by line of land now or formerly of Alpine Fishing & Hunting Club, the following three courses and distances viz: North 1 degree 37 minutes West, 372.25 feet to an iron pin; thence North 4 degrees 01 minutes West, 118.80 feet to an iron pin; and thence North 57 degrees 59 minutes East, 1,279.08 feet to an iron pin on line of land now or formerly of Angelo Circlingione; thence by line of land now or formerly of Angelo Circlingione, the following two courses and distances viz: North 75 degrees 59 minutes East, 891 feet to an iron pipe; and thence North 59 degrees 06 minutes East, 624.86 feet to an iron pipe; thence by land now or formerly of Louis Sabo, South 10 degrees 56 minutes 15 seconds East, 277.98 feet to an iron pin on the northerly right of way of Interstate Highway Route I-79, aforesaid; thence by said northerly right of way line of Interstate Highway Route I-79, the following five courses and distances viz: by a curve to the right having a radius of 5,939.58 feet in a southwesterly direction, an arc distance of 1,346.76 feet to a stake; thence North 46 degrees 03 minutes 30 seconds West, 55 feet to a stake; thence by the arc of a circle having a radius of 5994.58 feet in a southwesterly direction an arc distance of 491.82 feet to a stake; thence South 50 degrees 45 minutes 33 seconds East, 55 feet to a stake; thence by the arc of a circle having a radius of 5,939.58 feet in a southwesterly direction, an arc distance of 212.64 feet, more or less, to the spike in State Highway Legislative Route 02046, Traffic Route No. 978, at the place of beginning.

The above description being in conformity with a plan of survey prepared by K. R. Dever, Registered Surveyor and dated November, 1968.

BEING designated in the Deed Registry Office of Allegheny County as Code No. 9946 - X - 1757.