

BOOK & LOT, ...  
DEED REGISTER

INT:

DATE

*[Signature]*

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR ASPEN VILLAGE PHASE II

THIS DECLARATION, made of the date hereinafter set forth by Maronda Homes, Inc., a Pennsylvania Corporation, hereinafter referred to as "Declarant"

WITNESSETH:

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

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. Association. Association shall mean and refer to Aspen Village Phase Two Plan of Lots Community Services Association Inc., a Pennsylvania non-profit corporation, its successors and assigns.

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

Section 3. Lot. Lot shall mean and refer to any plot of land and any designation of units shown upon any recorded subdivision map of the Properties with the exception of the Common Area. If a unit designation does not result in an actual corresponding construction unit, a Lot shall mean and refer to an area upon or in which a separate Living Unit is constructed except in Multifamily Structures. The term Lot shall include a condominium Living Unit where such may occur.

Section 4. Properties. Properties shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by annexation of the Developer or by vote of the Owners as provided in this Declaration.

Section 5. Common Area. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 6. Recorded. Recorded shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania.

Section 7. Living Unit. Living Unit shall mean and refer to any structure or to any portion of a structure situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

Section 8. Declarant. Declarant shall mean and refer to Maronda Homes, Inc., a Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. Occupant. Occupant shall mean and refer to the Occupant of a Living Unit who shall be either the Owner or a Lessee who holds a valid lease.

Section 10. Board of Directors. Board of Directors shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

Section 11. Members. Members shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration.

Section 12. Condominium Lots. Condominium Lots shall mean and refer to the "Unit" as that term is defined in Pennsylvania Unit Property Act, 68 P.S. Section 700.101 et seq., when real property located within the Properties is made subject to the provisions of the said Act and to any amendments thereto.

Section 13. Multifamily Structure. Multifamily Structure shall mean and refer to a structure with two or more Living Units under one roof, except where such Living Unit is situated on its own individual Lot as defined herein.

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

## ARTICLE II

### Property Rights

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

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

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

(c) The right of the Association to dedicate or transfer all of any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members (except Class D) agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members (except Class D) to mortgage said Common Areas. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and if necessary to open the enjoyment of such area to a wider public usage until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the members ingress, egress and parking be affected.

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

Section 2. Title to Common Areas. Title to the Common Area shall be conveyed to the Association free and clear of all liens and encumbrances; provided however, that Declarant shall have the right to reserve for the purpose of development all or any portion of the Properties for various rights of way together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with the members' easement of enjoyment.

### ARTICLE III

#### Membership and Voting Rights

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

Section 2. Membership Classes and Voting Rights. The Association shall have five (5) classes of voting membership;

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

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

Class C. Class C members shall be all Owners, except Declarant, of Condominium Lots and all Owners, except Declarant, or Multifamily Structures containing Living Units not constructed on their own Lots. Class C members shall be entitled to one vote for each Condominium Lot so owned and to one vote for each Living Unit in a Multifamily Structure so owned. Each Such Owner shall be entitled to an additional one vote if said Owner occupies a Condominium Lot or a Living Unit in a Multifamily Structure or if said Condominium Lot or Living Unit is unoccupied.

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

Class E. Class E member shall be the Declarant, and shall be entitled to six votes for each Lot owned. The Class E membership shall cease and be converted to Class A, Class B, Class C or Class D membership, as appropriate, upon the happening of the following events.

(a) on January 1, 2010.

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

#### ARTICLE IV

##### Covenant for Maintenance Assessments

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Properties, including, but not limited to, all of the Common Area, and if and as determined by the Association, to the exteriors of any or all buildings or other structures on the Properties.

Section 3. Maximum Annual Assessments. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot shall be as set forth below for each class of membership so designated; provided, however, that the Declarant shall not be obligated to pay more than 10% of the maximum annual assessment designated for Classes A, B and C, except for Lots leased by it to others when it shall pay the full amount of the applicable maximum annual assessment.

|       |         | Per Year          | Per Month |
|-------|---------|-------------------|-----------|
| (i)   | Class A | \$120.00          | \$10.00   |
| (ii)  | Class B | \$480.00          | \$40.00   |
| (iii) | Class C | \$480.00          | \$40.00   |
| (iv)  | Class D | \$ 0.00           | \$ 0.00   |
| (v)   | Class E | As provided above |           |

(a) From and after January 1, of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index as reported by the Department of Commerce.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index aforesaid, by a vote of two-thirds (2/3) of each class of members (except Class D) who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to any one year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Properties, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of all members (except Class D) who are voting in person or by proxy at a meeting duly called for this purpose as provided in Article IV, Section 5 herein. In no event shall the total number of votes cast by Class C members shall be reduced to one less vote than the total number of votes cast by all other classes of members and each Class C membership vote shall receive a pro-rate part of such reduced vote total.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all votes, regardless of class of membership, shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment only so long as a quorum is maintained.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided, however, the amount of any assessment in any one year and from year to year may vary among classes of membership.

Section 7. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all members on the first day of the month following the conveyance of the first lot by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each member at least thirty (30) days in advance of each assessment period. Written

notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth that the assessments on a specified Lot have been paid, which certificate shall be binding upon the Association as of the time of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a Five Dollar (\$5.00) service charge for each month delinquent. The Association may bring an action at law against the Owner personally obligated to pay the same; or the Association may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

## ARTICLE V

### Environmental Protection Board

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, 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, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives none of whom have to be members of the association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot or Living Unit before its initial sale. In carrying out the provisions of this Article V, of Article VI, of Article VIII or any other Article of this Declaration of any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided however that, except in the case of an emergency, no entry shall be



made except upon fifteen (15) days written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection.

## ARTICLE VI

### Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon; and shall also be responsible for the care and maintenance of property, including rights-of-way, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.

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

## ARTICLE VII

### Party Walls

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

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

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

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

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

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

## ARTICLE VIII

### Use Restrictions

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

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

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereof which may become a nuisance to the neighbors.

(c) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

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

(e) No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any Lot.

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

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

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

(i) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority. The Environmental Protection



Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Properties. If it shall deem it appropriate, the EPB may mark certain trees, regardless of size, as not removable without written authorization.

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

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

(l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on any recorded plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Declarant, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Declarant shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

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

(n) No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from a device which is removed from view when not in use.

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

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

## ARTICLE IX

### General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant may amend this Declaration at any time until this document has been approved by both the Veterans Administration and the Department of Housing and Urban Development where such amendment is required by the Veterans Administration and/or the Department of Housing and Urban Development in order to gain that agency's approval. Upon recordation of such amendment, all Lot Owners will be given notice of such amendment. All other amendments must be made in the following manner: The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded and will take effect immediately upon recordation.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by vote of two-thirds (2/3) of each class of members (except Class D).

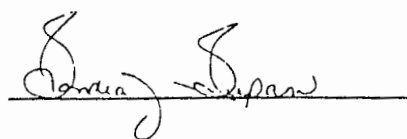
Section 5. Department of Housing and Urban Development and Veterans Administration Approval. As long as there is a Class E member, the annexation of additional properties or the dedication of Common Area not in conformity to the overall staging shall be submitted to the Department of Housing and Urban Development and the Veterans Administration for prior approval, but such annexation or dedication shall not be contingent upon such prior approval. Amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the Department of Housing and Urban Development and the Veterans Administration.

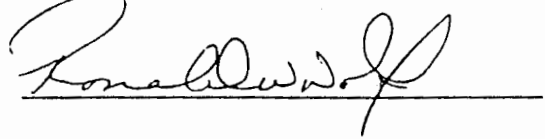
Section 6. Conflicts. In case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 17 day of May, 1995.

WITNESS:

MARONDA HOMES, INC.





COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF ALLEGHENY )

On this the 17<sup>th</sup> day of MAY, 1995,  
before me, a Notary Public, the undersigned officer, personally  
appeared RONALD W. WOLF whose name is subscribed to the  
within instrument, and acknowledged that he executed the same for  
the purposes therein contained.

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

Edna Mae Bishop  
Notary Public

