DECLARATION RURAL RIDGE ESTATES, a Planned Community

ARTICLE I SUBMISSION; DEFINED TERMS

- Section 1.1 Declarant; Property; County; Name. MANOR LAND ASSOCIATES, L.P., a Pennsylvania limited partnership ("Declarant"), owners in fee simple of the Real Estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Indiana Township, Allegheny County, Pennsylvania, hereby submit 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 provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101 et seq. (the "Act"), and hereby create with respect to the Property a flexible planned community, to be known as "Rural Ridge Estates" (the "Community").
- Section 1.2 <u>Easements and Licenses</u>. Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses, affecting the Real Estate, which are listed on <u>Exhibit "B"</u> attached hereto and incorporated herein by reference, and all easements referenced in Article IV herein.

Section 1.3 Defined Terms.

- 1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.
- 1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:
- a. "Additional Real Estate" means the real estate which may be added to the
 Community if purchased by Declarant.
- b. "Association" means the Unit Owners' Association of the Community and shall be known as the "Rural Ridge Estates Homeowners Association."
 - c. "Common Elements" means Controlled Facilities and Common Facilities.
- d. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves, and including, without limitation, General Common Expenses, and Controlled Facility Expenses.
- e. "Common Facilities" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Facilities in the Community include, but are not limited to: Community Roadways, detention ponds, entranceway, signage and lighting, a school bus stop, parking areas, open space, and the Community Roadways, all as shown on the Plats and Plans.

- f. "Controlled Facilities" means all real estate within the Community which is part of a Unit-Townhome Lot, which is not a Common Facility, but which is maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Association. Controlled Facilities for the Unit-Townhome Lots include: all real estate comprising the Unit-Townhome Lots, all lawns on the Unit-Townhome Lots, the roofs, gutters, down-spouts, soffit, facia, siding and masonry, walkways and driveways for all Townhomes.
- g. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, as herein defined and as defined in the Act.
- h. "Declaration" means this document, as the same may be amended from time to time.
 - i. "Executive Board" means the Board of Directors of the Association.
- j. "General Common Expenses" means all Common Expenses other than Controlled Facility Expenses.
- k. "Unit" means that portion of the Community designated for separate ownership or occupancy, the boundaries of which are described in this Declaration and in the Plats and Plans and a portion of which may be designated as Controlled Facilities. Unit includes Unit-Townhome Lots and Unit-Lots.
- l. "Unit Owner" means Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Community, including Class A Unit Owners and Class B Unit Owners. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.
 - 1.3.3 The following terms when used heroin shall have the meanings set forth below:
- a. "Building(s)" means any building(s): i) constructed on a Unit-Lot by or at the direction of the Unit Owner; ii) 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; or iii) a Cluster.
- b. "Bylaws" means the Bylaws of the Association in effect at any time, as the same may be amended from time to time.
- c. "Class A Member" means: i) the Doclarant for so long as the Declarant owns at least one Unit in the Community; and ii) every Class A Unit Owner, who shall, upon becoming a Class A Unit Owner, become a Class A Member of the Association. If more than one person or entity is a Class A Unit Owner for the same Unit, all shall be Class A Members of the Association, but with only one (1) vote for the Unit, as provided in the Bylaws of the Association.

- "Class A Unit Owner" means: i) the Declarant for so long as the Declarant owns at least one Unit in the Community; and ii) all other owners of a Unit other than a Class B Unit Owner.
- "Class B Member" means Maronda Homes, Inc. until such time as it has sold all of the Units it owns to Class A Unit Owners or is converted to a Class A Unit Owner, as provided herein. Membership rights for the Class B Member shall be as are provided in Section 2.3 hereof and in the Bylaws of the Association.
 - "Class B Unit Owner" means Maronda Homes, Inc. f.
 - "Cluster" means a Building containing two (2) to six (6) Townhomes.
 - "Community" means the Community described in Section 1.1 above. h.
- "Community Roads" means the roadways within the Community which connect those individual driveways located at the rear of some of the Unit-Townhome Lots to the public roadways traversing the Community.
- "Controlled Facility Expenses" means the Common Expenses assessed against only the Townhome Owners if incurred by the Association as the result of its responsibility for maintaining, improving, repairing, replacing, regulating, managing, insuring and controlling the Controlled Facilities which are part of the Unit-Townhome Lots.
- "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community.
- "Percentage Interest" means the undivided ownership interest of each Class A Unit Owner in the Common Facilities, appurtenant to each Unit, as set forth in Exhibit "C" attached hereto and incorporated herein by reference, as the same may be amended from time to time.
- "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and incorporated herein by reference, as the same may be amended from time to time.
- "Property" means the Property described in Section 1.1 above plus such portions of the Additional Real Estate as shall have been added to the Community.
- "Rules and Regulations" means the Rules and Regulations adopted by the Association from time to time and governing the Property.
- "Townhome" means a single family residential dwelling contained on a Unit-Townhome Lot as part of a Cluster, connected by at least one wall to one or more other Townhomes.
 - "Townhome Owner" means the Owner of a Unit-Townhome Lot.

- "Unit-Townhome Lot" means that portion of the Community designated for separate ownership or occupancy, which is a portion of a Cluster, designated for separate ownership. A portion of the Unit-Townhome Lot will be maintained and controlled by the Association as Controlled Facilities.
- "Unit-Lot" means that portion of the Community designated for separate ownership or occupancy which is not in a Cluster and which is designed to have constructed on it a free-standing single family residential dwelling house.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; CONVERSION OF MEMBERSHIP FROM CLASS B TO CLASS A; MAINTENANCE RESPONSIBILITIES; VOTING RIGHTS

Percentage Interests/Voting Rights. Section 2.1

- 2.1.1 Each Class A Unit Owner shall have a Percentage Interest in the Common Facilities, and be required to pay a share of the General Common Expenses associated therewith, equivalent to such Percentage Interest. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and stating the Percentage Interest associated with such Unit.
- 2.1.2 The Percentage Interest shall determine the share of the General Common Expenses for which each Unit is liable, except as set forth in paragraph 2.1.3 herein. The Percentage Interest may change upon the addition of Units contained in Additional Real Estate.
 - 2.1.3 The Class B Unit Owner has no Percentage Interest in the Common Facilities.

Section 2.2 Conversion of Unit Ownership from Class B to Class A.

- 2.2.1 The Class B Unit Owner shall only remain so for each Unit purchased until the earlier of: i) resale of the Unit to a third party after construction of a single family residential Building thereon; or ii) eighteen (18) months after becoming a Class B Unit Owner for that Unit.
- 2.2.2 The Class B Unit Owner who has not satisfied the conditions stated in subsection of paragraph 2.2.1 above for a Unit shall, at the expiration of said eighteen (18) month period, automatically become a Class A Unit Owner for that Unit, subject to all rights and obligations of Class A Unit Owners thereafter.
- 2.2.4 Any person purchasing a Unit from the Class B Unit Owner after issuance of an occupancy permit for the single family residential dwelling thereon shall be a Class A Unit Owner.

Section 2.3 Each Unit-Townhome Lot and each Unit-Lot owned by a Class A Unit Owner shall have one (1) vote in the Association. The Class B Member shall not have voting rights in the Association, but shall be given notice of all meetings of the Association and a representative of the Class B Members shall have the right to attend and speak at all meetings of the Association.

Section 2.4 Unit Boundaries.

- 2.4.1 Unit-Townhome Lot. The title lines or boundaries of each Unit-Townhome Lot are situated as shown, or to be shown, on the Plats and Plans and more particularly described as follows:
 - a. Upper and lower (Horizontal) Boundaries: There are no upper or lower horizontal boundaries for the Unit-Townhome.
 - b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and, for the exterior walls which are not party walls, with the lot lines of the Unit, and for the walls which are party walls, with the center line of the party walls to the lot lines.
 - c. Each Unit-Townhome Lot shall include the Townhome contained on that Unit-Townhome Lot and all spaces, interior portions, structures, fixtures and improvements within the boundaries as described in Section 5202 of the Act.
- 2.4.2 Unit-Lot. The title lines or boundaries of each Unit-Lot are situated as shown, or to be shown, on the Plats and Plans.
- Maintenance Responsibilities. Notwithstanding the ownership of the Section 2.5 various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein. The Association shall be responsible for maintaining, repairing and replacing all Controlled Facilities (except that Townhome Owners shall be responsible for snow and ice removal on their respective walkways and driveways). Upon full occupancy of the Unit-Townhomes, all costs associated with the maintenance, repair and replacement of Controlled Facilities, including structural repairs and replacements, shall be assessed as Controlled Facility Expenses against only the Townhome Owners on a pro rata basis by dividing the Controlled Facility Expenses by the number of Unit-Townhomes. Maintenance for Unit-Townhome Lots shall include all of the Controlled Facilities located on the Unit-Townhome Lots, including grass and shrubbery, but not including snow and ice removal on the walkways and driveways of the Unit-Townhomes. All maintenance and repair work relative to the Unit-Lots shall be the responsibility of the Unit-Lot Owner. Notwithstanding the foregoing, if any maintenance, repair or replacement is necessitated by the negligent or intentional act of the Unit Owner or anyone in the Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner.

Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Section 2.6 Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale of: i) for Unit-Lots, all Unit-Lots; and ii) for Unit-Townhome Lots, all Unit-Townhome Lots in a particular Cluster affected by such relocation or combination. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §5215 of the Act may not result in fewer than fifty-five (55) Townhomes or fewer than seventy (70) additional Unit-Lots, nor more than one hundred thirty-eight (138) Units total.

ARTICLE III CONTROLLED FACILITIES

Section 3.1 Controlled Facilities. The Controlled Facilities are all parts of the Unit-Townhome Lots, and are the lawns and shrubbery on the Unit-Townhome Lots, the roofs, gutters, downspouts, soffit, facia, walkways, driveways, siding and masonry for all Townhomes.

ARTICLE IV EASEMENTS

- Additional Easements. In addition to and in supplementation of the Section 4.1 easements provided for by §§5216, 5217 and 5218 of the Act, the following easements are hereby created:
- 4.1.1 Offices and Models. Declarant shall have the right to assign to the Class B Unit Owner the right to maintain sales offices, management offices and models throughout the Property, on its Unit(s) or, with the permission of Declarant, on any portion of the Common Facilities, in such manner, of such size and in such locations as the Class B Unit Owner and Declarant deem appropriate. The Class B Unit Owner, with the permission of Declarant, may from time to time relocate models, management offices and sales offices to different locations within the Common Facilities, Unit-Lots and/or Unit-Townhome Lots). The Class B Unit Owner shall have the right to remove any such models, management offices and/or sales offices from the Common Facilities, Unit-Lots and/or Unit-Townhome Lots at any time up to thirty (30) days after the Class B Unit Owner ceases to be a Class B Unit Owner.
- 4.1.2 Utility Basements. The Units 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 Section 4.1.2 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 and equipment servicing the same, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit-Lot

Owner(s) or Townhome Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit-Lot or the use or occupancy of the Unit-Lot and/or Unit-Townhome Lot by its occupants.

- 4.1.3 Dcclarant'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 Unit-Lot or Unit-Townhome Lot not within the buildable space 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 Section 4.1.3 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.
- 4.1.4 <u>Basements for Encroachment.</u> To the extent that any Unit or Common Element curroaches on any other Unit or Common Element, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Element, including gutters and downspouts, a valid casement for the storm water exists. All storm water receptacles within a Unit shall be deemed to be a part of the Controlled Facilities.
- 4.1.5 <u>Easement for Party Walls</u>. The owners of adjoining Townhomes shall have the continued use of the party walls between the Townhomes for the benefit and support of any Townhome now or subsequently constructed on the respective Unit-Townhome Lots; provided, however, that such use shall not injure any adjoining Townhome or the premises of the other Townhome Owner(s), and shall not impair the party wall benefits and support to which such adjoining Townhome(s) is/are entitled.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in §5219 of the Act, the other Sections of the Act referred to in §5219 thereof and the express provisions of this Declaration. Notwithstanding any such procedures, any amendment of the Declaration affecting the rights of Unit Owners shall require the approval of sixty-seven percent (67%) of the Unit Owners.

Scction 5.2 <u>Rights of Secured Lenders</u>. Subject to the limitations imposed by §5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at

the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI OPTION TO ADD ADDITIONAL REAL ESTATE

Section 6.1 Reservation of Option. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community from time to time in compliance with §5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to add Additional Real Estate may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added or converted, except as set forth in §5211 of the Act. There are no other limitations on this option to add the Additional Real Estate to the Community except as stated herein. Any assurances provided herein shall be inapplicable if the Additional Real Estate is not added to the Community.

- Expenses Upon the Addition of Additional Real Estate. Contemporaneous with the filing of an amendment to this Declaration bringing the Additional Real Estate into the Community, the Declarant shall file an amendment to Exhibit "C" identifying the Percentage Interest and Unit Number assigned to each Unit in the Community, including Units to be created in the Additional Real Estate. The Percentage Interest shall establish the share of Common Expenses assigned to each Owner of a Unit in the Community, including Units created in the Additional Real Estate. The Percentage Interests contained on Exhibit "C" attached hereto will be changed upon the addition of the Additional Real Estate in accordance with the following formula: Units created in the Property plus Units created in Additional Real Estate divided by 100. All Units, whether created in the Property or in Additional Real Estate, shall have one vote in the Community.
- Section 6.4 <u>Compatibility of Units To Be Created in Additional Real Estate.</u> All Units created in the Additional Real Estate will be compatible in size, architectural style, quality of construction, and building materials employed in construction with those Units to be created pursuant to this Declaration. The Declarant makes no representations, however, as to where any Units or other improvements will be located within the Additional Real Estate.
- Section 6.5 <u>Applicability of Use Restrictions.</u> All use restrictions and other restrictions created herein shall be equally applicable to all Units created in Additional Real Estate, the same as if such Units had been an original part of the Community.
- Section 6.6 No Other Assurances. Declarant offers no assurances as to: i) the type and size of any Limited Common Elements to be created within the Additional Real Estate; and ii) the proportionate size of any Limited Common Elements to be created within the Additional Real Estate as compared to Limited Common Elements elsewhere in the Community.

ARTICLE VII USE RESTRICTIONS

- Use and Occupancy of Units and Common Elements. The construction on Unit-Lots, and the occupancy and use of the Unit-Townhome Lots and Unit-Lots on which construction has been completed, and the occupancy and use of Common Facilities shall be subject to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations are as follows:
- 7.1.1 No part of the Property shall be used for anything other than housing for residential purposes for which the Property was designated except as otherwise provided.
- 7.1.2 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.
- 7.1.3 No structure may be erected or maintained on any Unit-Lot other than a detached single family dwelling and its appurtenant garage, with the exception of those Unit-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 devices.
- 7.1.4 No structure may be erected or maintained on any Unit-Townhome Lot other than a single family Townhome, to be constructed in a Cluster of six (6) or fewer Townhomes, with the exception of those Units upon which the Declarant may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices.
- 7.1.5 No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.
- 7.1.6 Except as reserved by 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.
- 7.1.7 Except as to the Declarant and 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 and are not installed sooner than twenty-one (21) days before the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Facilities. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit which is no larger than permitted under local zoning ordinances.

- 7.1.8 No Building shall be erected, placed or altered on any Unit-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 James C. Rumbaugh, Linda Baldwin and Cortland Houchard, or by a representative designated by a majority of the members of said committee. Such approval 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 crection 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 such committee and of its designated representative shall cease on the later of January 1, 2008 or the date all Unit-Lots are owned by Class A Members; provided, however, that the Declarant may request the Executive Board at any time to appoint a committee, or itself serve as such committee, to be a successor to the committee appointed by the Declarant, and upon appointment of such committee by the Executive Board, a written instrument shall be duly recorded evidencing the transfer of responsibility for such review to the Association.
- 7.1.9 No repair, renovation or replacement of the Controlled Facilities contained on a Unit-Townhome Lot shall occur unless the same shall have first been reviewed by a committee appointed by the Executive Board, and approved by the Executive Board, after receipt of a recommendation from said committee.
- 7.1.10 No trailer or tent shall be placed on any Unit, other than trailers placed on the Property by Declarant or its agents during the period when construction is occurring in the Community. No shed may be erected on any Unit without the prior written consent of the committee named in paragraph 7.1.8 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 Unit-Lot nearer to a street on which said Unit-Lot abuts than the nearest wall of the Building erected thereon.
- 7.1.11 There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive

Board, except as herein expressly provided, and other than obstructions created or placed by Declarant or its agents during the period when construction is occurring in the Community.

- 7.1.12 No fence shall be erected on any Unit-Lot without the written consent of the Executive Board of the Association and no fence shall be built to a height greater than four feet (4') unless required by the ordinances of the Township of Indiana, and approved as to aesthetics by the Executive Board of the Association.
- 7.1.13 All driveways and walkways installed on a Unit shall be composed of asphalt, concrete, brick or other equivalent material, and shall be completed within twelve (12) months of issuance of an occupancy permit for the single family residential Building on the Unit-Lot, or the Townhome, as appropriate. All lawns on Unit-Lots shall be seeded by the Owner within six (6) months of issuance of an occupancy permit for the single family residential building on the Unit-Lot. All Units shall be appropriate landscaped, including, for each Unit-Lot, at least two (2) shade or street trees no closer than twelve (12) feet to the curb, and for each Unit-Townhome Lot, at least one (1) shade or street tree no closer than twelve (12) feet to the curb. Other landscaping shall be typical for the Property in the Community.
- 7.1.14 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.
- 7.1.15 No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements 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 Unit Owner or the Executive Board. No waste shall be committed in the Common Elements.
- 7.1.16 No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.
- 7.1.17 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Elements. The Common Elements and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

- 7.1.18 No Unit Owner, nor anyone in a Unit with the permission of the Unit Owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.
- 7.1.19 The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements.
- 7.1.20 No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board. The Executive Board may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit 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 dish.
- 7.1.21 No improvements, such as hot tubs, jacuzzis, ctc., may be affixed to or installed in or on balconies and/or patios and/or porches serving as Controlled Facilities for any Townhome, and/or in or on any of the other Common Facilities without prior written consent of the Executive Board.
- 7.1.22 No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.
- 7.1.23 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.
- 7.1.24 The committee named in paragraph 7.1.8 above and its successor shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in those paragraphs of this Section 7.1 over which it has authority in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2008 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.
- 7.1.25 All Unit-Lots shall be maintained in good condition, with the lawns regularly mowed and trimmed, all landscaping properly maintained, and no weeds permitted to grow unchecked.

- 7.1.26 No Unit Owner shall permit any dumping to occur on his or her Unit.
- 7.1.27 No Unit Owner shall permit any unlicensed and/or uninsured vehicle to be stored on his or her Unit unless it is stored at all times in the Unit Owner's garage.
- 7.1.28 If a Unit or any portion thereof or any of the Common Elements is damaged or destroyed by fire or other calamity and the Unit Owner and/or Association, as appropriate, is not required to rebuild the same under the Act or the rules and regulations of the Association, the Unit Owner or Association, as appropriate, shall be required to remove the damaged area and restore the land to its pre-construction condition to the extent possible.
- 7.1.29 Each Townhome Owner shall maintain the following insurance on his or her Unit Townhome Lot:
- (1) Property insurance (including the Controlled Facilities related to that Unit if they cannot be insured separately) insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.
- (2) Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$300,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit (and the Controlled Facilities to the extent the Controlled Facilities cannot be insured separately from the Unit).

Proof of such insurance must be provided to the Declarant and/or Association upon purchase of a Unit Townhome Lot, and may be required by the Association annually thereafter.

7.2 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII LEASING

Section 8.1 A Class A Unit Owner may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease made by a mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit may be leased without a written lease; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee of

the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws, Rules and Regulations, and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. The tenant under a lease with a Class A Unit Owner may sublease that portion of the Community subject of his or her lease subject to these same conditions, rights and obligations.

ARTICLE IX BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

- Section 9.1 <u>Common Expenses</u>. Until the first closing on the sale of a Unit to a Class A Unit Owner, no Common Expense assessments shall be made. General Common Expenses shall be assessed against all Unit Owners, in accordance with their Percentage Interests.
- Section 9.2 <u>Monthly Payments</u>. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.
- Section 9.3 <u>Reserve Fund</u>. A Reserve Fund shall be created by the collection, at closing on each sale of a Unit to a Class A Member, or other conversion of a Class B Member to a Class A Member, of a capital contribution in an amount determined by the Executive Board. Additions to the Reserve Fund shall be assessed in such amounts and at such times as are determined by the Executive Board.
- Section 9.4 <u>Priority of Lien.</u> Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.
- Section 9.5 Surplus. The budget of the Association shall segregate Controlled Facility Expenses and General Common Expenses. Any amounts accumulated from assessments for Controlled Facility Expenses and income from the operation of Controlled Facilities to which such Controlled Facility Expenses pertain in excess of the amount required for actual Controlled Facility Expenses shall be held by the Association as reserves for future Controlled Facility Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Facilities to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.
- Section 9.6 <u>Assignment of Income Rights</u>. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Controlled Facility Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities and/or Controlled

Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

ARTICLE X DECLARANT'S RIGHTS

Section 10.1 Control.

- 10.1.1 Until the 60th day after conveyance of twenty-five percent (25%) of Units, including Units to be created in Additional Real Estate, to Class A Members other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- 10.1.2 Not later than 60 days after conveyance of twenty-five percent (25%) of the Units, including Units created to be created in Additional Real Estate, have been conveyed to Class A Members other than Declarant, two of the five members of the Executive Board shall be elected by a group comprised of the Class A Members of the Association other than Declarant, with one (1) person being a Class A Unit-Lot Owner and one (1) person being a Townhome Owner.
- 10.1.3 Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, (ii) 180 days after seventy-five percent (75%) of the Units, including Units to be created in Additional Real Estate, have been conveyed to Class A Members other than Declarant, (iii) two (2) years after Declarant has ceased offering Units for sale, or (iv) two (2) years after Declarant last exercised the option to add Additional Real Estate, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant but excluding the Class B Unit-Lot Owner) shall elect a new five member Executive Board, of which at least two (2) shall be Class A Unit-Lot Owners and two (2) shall be Townhome Owners.

ARTICLE XI LIMITATION OF LIABILITY

Section 11.1 Standard of Conduct.

- 11.1.1 In the performance of their duties, the officers and members of the Executive Board 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.
- 11.1.2 In discharging the duties of their respective positions, the Executive Board 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.

- 11.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.
- Section 11.2 Good Faith Reliance. In performing his duties, an officer or Executive Board 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:
- 11.2.1 One or more of the other officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) reasonably believes to be reliable and competent in the matters presented.
- 11.2.2 Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.
- 11.2.3 A committee of the Executive Board 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 Executive Board member reasonably believes to merit confidence.

An officer or Executive Board 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.

- Section 11.3 <u>Limited Liability</u>. No Executive Board 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 has 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 11.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.
- Section 11.4 <u>Indemnification</u>. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board 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 may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board 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 Executive Board (with the

affected member abstaining if he or she is then an Executive Board 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 Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.4 shall be paid by the Association on behalf of the Unit 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 Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board 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 Executive Board 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.

Section 11.5 <u>Directors and Officers Insurance</u>. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.4 above, if and to the extent available at reasonable cost.

> MANOR LAND ASSOCIATES, L.P., a Pennsylvania limited partnership

James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF ALLEGHENY

Given under my hand and notarial seal this 17th day of July , 2002.

Notify Public

My Commission Expires:

Notarial Seal
Jili Alian, Notary Public
Plum Boro, Allegheny County
My Commission Expires May 25 2000

EXHIBIT A

SUBMITTED REAL ESTATE

EXHIBIT B

EASEMENTS AND LICENSES

EXHIBIT C

IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS OF EACH UNIT

EXHIBIT D

PLATS AND PLANS

J:\RE\42036\Rurul ridgo\doclaration final dec

1. ALL COAL AND MINING RIGHTS AND ALL RIGHTS RELATING THERETO

THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

- SUBJECT TO A MEMORANDUM OF AGREEMENT BY AND BETWEEN MANOR LAND ASSOCIATES, L.P. AND WANDA M. SUKEL, DATED JUNE 21, 2000 AND RECORDED JUNE 22, 2000 IN DEED BOOK VOLUME 10797, PAGE 261.
- THE FOLLOWING OIL AND GAS LEASES AND ANY PIPELINES IN CONNECTION THEREWITH AS SHOWN ON PLAN OF PROPERTY MADE FOR MERITAGE GROUP L.P., DATED JUNE 19, 2000 PREPARED BY DENNIS R. JOHNSTON, PLS:
 - A) GRANTED BY ALEXANDRA KUZNICKI TO T.W. PHILLIPS GAS AND OIL COMPANY, RECORDED IN DEED BOOK VOLUME 3476, PAGE 709.
 - B) GRANTED BY PRIOR OWNERS AND RECORDED IN OIL AND GAS BOOK VOLUME 15, PAGE 606, AND DEED BOOK VOLUME 2431, PAGE 151.

4. THE FOLLOWING RIGHTS OF WAY:

- A) FROM ALEXANDRA KUZNICKI TO UNITED STATES OF AMERICA RECORDED IN DEED BOOK VOLUME 3609, PAGE 245.
- B) FROM ALEXANDRA KUZNICKI TO UNITED STATES OF AMERICA RECORDED IN DEED BOOK VOLUME 3609, PAGE 244.
- C) FROM ALEXANDRA KUZNICKI TO UNITED STATES OF AMERICA, RECORDED IN DEED BOOK VOLUME 3519, PAGE 492.
- D) FROM ALEXANDRA KUZNICKI TO UNITED STATES OF AMERICA, DATED OCTOBER 20, 1959 AND RECORDED OCTOBER 29, 1959 IN DEED BOOK VOLUME 3815, PAGE 24.
- E) ACCESS RIGHT OF WAY AS DESCRIBED IN THE DEED FROM GEORGE M. SUKEL AND WANDA M. SUKEL, HIS WIFE, TO GARY W. BUCSEK AND LORRIE M. BUCSEK, HIS WIFE, DATED AUGUST 17, 1979 AND RECORDED AUGUST 17, 1979 IN DEED BOOK VOLUME 6152, PAGE 559.
- F) FROM GEORGE M. SUKEL AND WANDA M. SUKEL TO T.W. PHILLIPS GAS AND OIL CO., DATED JANUARY 6, 1999 AND RECORDED IN DEED BOOK VOLUME 10397, PAGE 35.
- REPLACEMENT CAPACITY TAPPING FEE AGREEMENT BETWEEN ALLEGHENY VALLEY JOINT SEWAGE AUTHORITY AND MANOR LAND ASSOCIATES, L.P. DATED APRIL 16, 2001 RECORDED DEED BOOK VOLUME 11067, PAGE 593 TO 598.

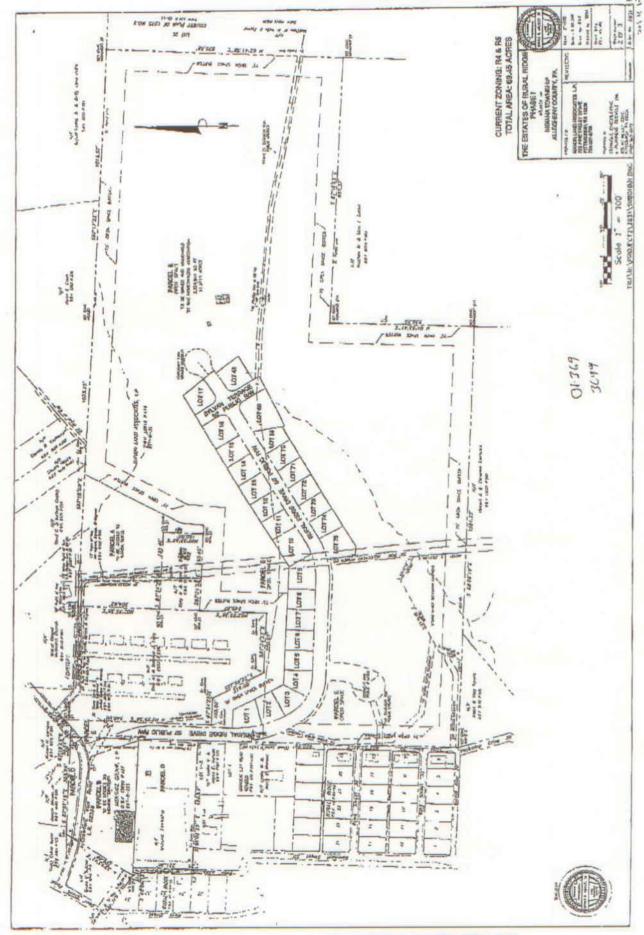
EXHIBIT C IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

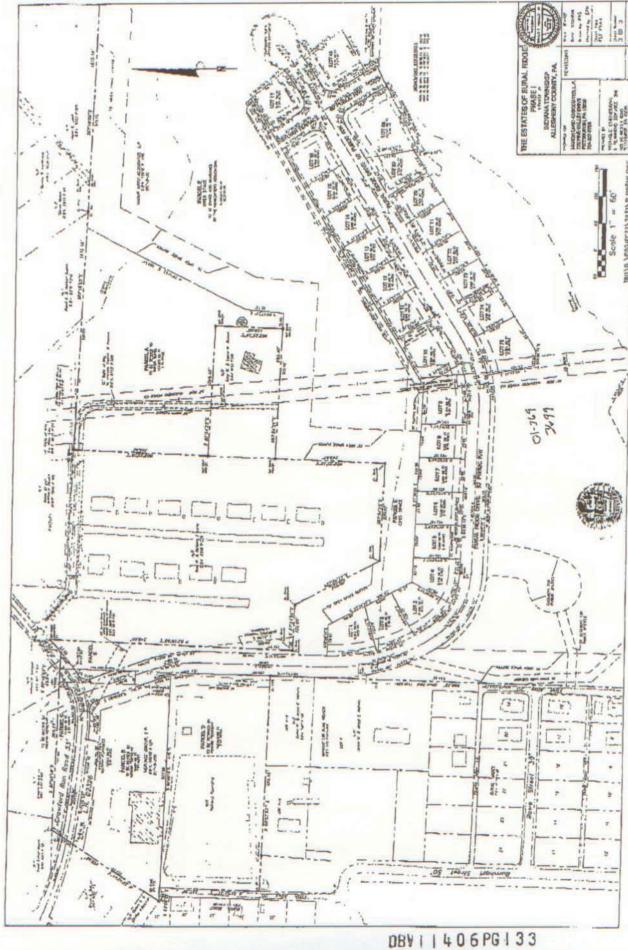
Lot#	Address	Percent
1	1000 Rural Ridge Drive	.73%
2	1004 Rural Ridge Drive	.73%
2 3 4 5	1008 Rural Ridge Drive	.73%
4	1012 Rural Ridge Drive	.73%
5	1016 Rural Ridge Drive	.73%
6	1020 Rural Ridge Drive	.73%
7	1024 Rural Ridge Drive	-73%
8	1028 Rural Ridge Drive	.73%
9	1032 Rural Ridge Drive	.73%
10	1036 Rural Ridge Drive	-73%
11	1040 Rural Ridge Drive	.73%
12	1044 Rural Ridge Drive	.73%
13	1048 Rural Ridge Drive	.73%
14	1052 Rural Ridge Drive	.73%
15	1056 Rural Ridge Drive	.73%
16	1060 Rural Ridge Drive	.7570
	(Alternate: 3001 Sylvan Terrace)	.73%
17	1064 Rural Ridge Drive	.7370
	(Alternate: 3000 Sylvan Terrace)	.73%
18	1068 Rural Ridge Drive	
19	1072 Rural Ridge Drive	.73%
20	1076 Rural Ridge Drive	
21	1080 Rural Ridge Drive	.73%
22	1084 Rural Ridge Drive	.73%
23		.73%
24	1088 Rural Ridge Drive	.73%
25	1092 Rural Ridge Drive	.73%
26	1096 Rural Ridge Drive	.73%
27	1100 Rural Ridge Drive	.73%
28	1104 Rural Ridge Drive	-73%
	1108 Rural Ridge Drive	.73%
29 30	1112 Rural Ridge Drive	.73%
	1116 Rural Ridge Drive	.73%
31	1120 Rural Ridge Drive	.73%
32	1124 Rural Ridge Drive	.73%
33	1128 Rural Ridge Drive	.73%
34	1123 Rural Ridge Drive	.73%
35	1119 Rural Ridge Drive	.73%
36	1115 Rural Ridge Drive	.73%
37	1111 Rural Ridge Drive	-73%
38	1107 Rural Ridge Drive	.73%
39	1103 Rural Ridge Drive	.73%
40	1099 Rural Ridge Drive	.73%
41	1095 Rural Ridge Drive	-73%
42	1091 Rural Ridge Drive	.73%
43	1087 Rural Ridge Drive	.73%
44	1083 Rural Ridge Drive	.73%
45	1079 Rural Ridge Drive	.73%
46	1075 Rural Ridge Drive	.73%
47	1071 Rural Ridge Drive	.73%

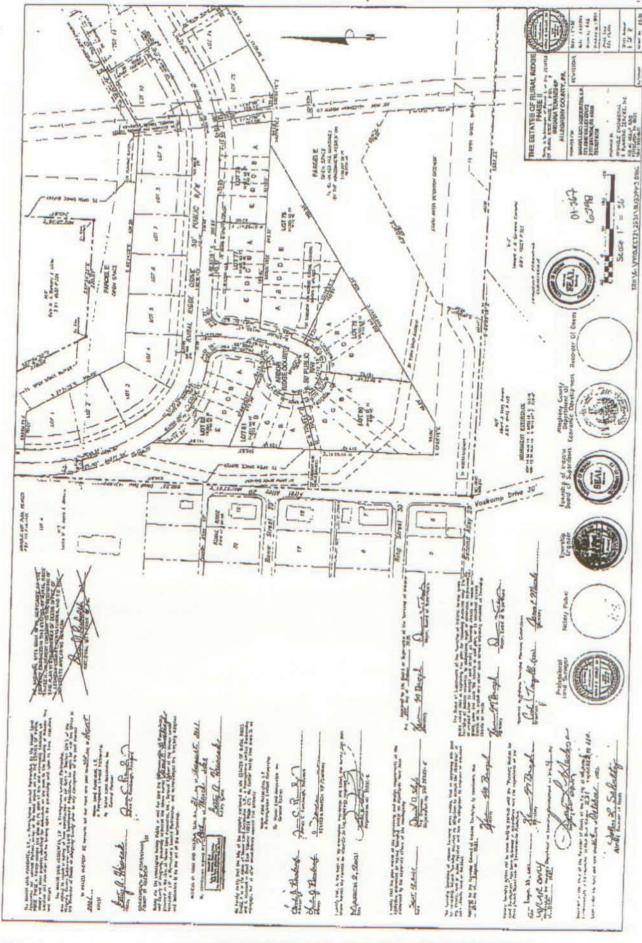
EXHIBIT C (CONT.)

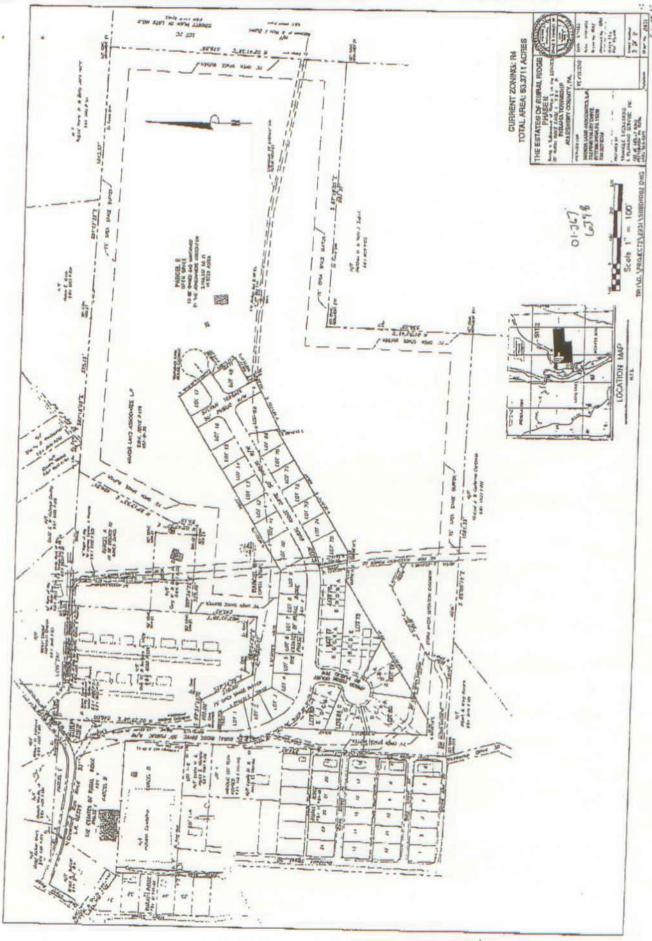
	EXHIBIT C (CONT.)	
Lot#	Address	Percent
48	1067 Rural Ridge Drive	
40	(Alternate: 3004 Sylvan Terrace)	.73%
49	3008 Sylvan Terrace	.73%
50	3012 Sylvan Terrace	.73%
51	3016 Sylvan Terrace	.73%
52	3020 Sylvan Terrace	.73%
53	3024 Sylvan Terrace	.73%
54	3028 Sylvan Terrace	.73%
55	3032 Sylvan Terrace	.73%
56	3036 Sylvan Terrace	.73%
57	3040 Sylvan Terrace	.73%
58	3044 Sylvan Terrace	.73%
59	3041 Sylvan Terrace	.73%
60	3037 Sylvan Terrace	.73%
61	3033 Sylvan Terrace	.73%
62	3029 Sylvan Terrace	.73%
63	3025 Sylvan Terrace	.73%
64	3021 Sylvan Terrace	.73%
65	3017 Sylvan Terrace	.73%
66	3013 Sylvan Terrace	.73%
67	3009 Sylvan Terrace	.73%
68	1063 Rural Ridge Drive	17570
	(Alternate: 3005 Sylvan Terrace)	.73%
69	1059 Rural Ridge Drive	.73%
70	1055 Rural Ridge Drive	.73%
71	1051 Rural Ridge Drive	.73%
72	1047 Rural Ridge Drive	.73%
73	1043 Rural Ridge Drive	.73%
74	1039 Rural Ridge Drive	.73%
75	1035 Rural Ridge Drive	.73%
76a	1029 Rural Ridge Drive	.73%
76b	1027 Rural Ridge Drive	.73%
76c	1025 Rural Ridge Drive	.73%
76d	1023 Rural Ridge Drive	.73%
76e	1021 Rural Ridge Drive	-73%
77a	1019 Rural Ridge Drive	.73%
77b	1017 Rural Ridge Drive	.73%
77c	1015 Rural Ridge Drive	.73%
77d	1013 Rural Ridge Drive	.73%
77e	1011 Rural Ridge Drive	.73%
78a	2024 Arbor Ridge Court	.73%
78b	2026 Arbor Ridge Court	.73%
78c	2028 Arbor Ridge Court	.73%
78d	2030 Arbor Ridge Court	.73%
78e	2032 Arbor Ridge Court	.73%
79a	2022 Arbor Ridge Court	.73%
79b	2020 Arbor Ridge Court	
79c	2018 Arbor Ridge Court	.73%
79d	2016 Arbor Ridge Court	.73% .73%
80a	2014 Arbor Ridge Court	.73%
80h	2012 Arhor Ridge Court	73%

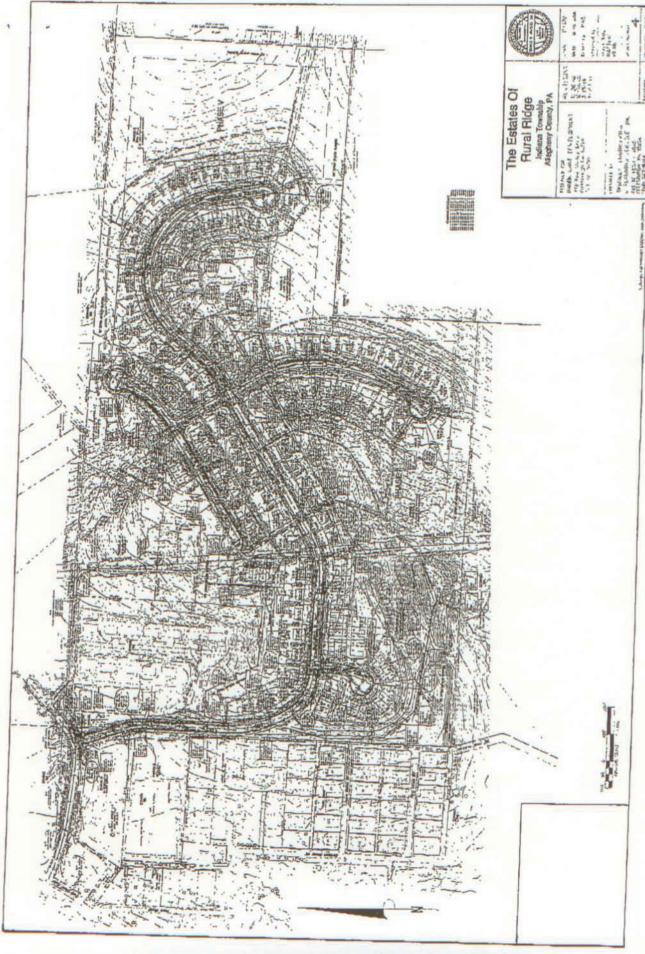
	EXHIBIT C (CONT.)	
Lot#	Address	Percent
80c	2010 Arbor Ridge Court	.73%
80d	2008 Arbor Ridge Court	.73%
81a	2006 Arbor Ridge Court	.73%
81b	2004 Arbor Ridge Court	.73%
81c	2002 Arbor Ridge Court	.73%
81d	2000 Arbor Ridge Court	.73%
82a	1009 Rural Ridge Court	.73%
82b	1007 Rural Ridge Court	.73%
82c	1005 Rural Ridge Court	.73%
82d	1003 Rural Ridge Court	.73%
82e	1000 Rural Ridge Court	.73%
83a	5020 Lea Drive	.73%
83b	5022 Lea Drive	.73%
83c	5024 Lea Drive	.73%
83d	5026 Lea Drive	.73%
83e	5028 Lea Drive	.73%
84a	5010 Lea Drive	.73%
84b	5012 Lea Drive	.73%
84c	5014 Lea Drive	.73%
84d	5016 Lea Drive	.73%
84c	5018 Lea Drive	.73%
85a	5000 Lea Drive	.73%
85b	5002 Lea Drive	.73%
85c	5004 Lea Drive	.73%
85d	5006 Lea Drive	.73%
85e	5008 Lea Drive	.73%
86a	4006 Lca Drive	.73%
86b	4004 Lea Drive	.73%
86c	4002 Lea Drive	.73%
86d	4000 Lea Drive	.73%
87a	4014 Lea Drive	.73%
87b	4012 Lea Drive	.73%
87c	4010 Lea Drive	-73%
87d	4008 Lea Drive	.73%
88a	5007 Lea Drive	.73%
88b	5005 Lea Drive	.73%
88c	5003 Lea Drive	.73%
88d	5001 Lea Drive	.73%
89a	5036 Lea Drive	.73%
89b	5034 Lca Drive	.73%
89c	5032 Lea Drive	.73%
89d	5030 Lea Drive	.73%



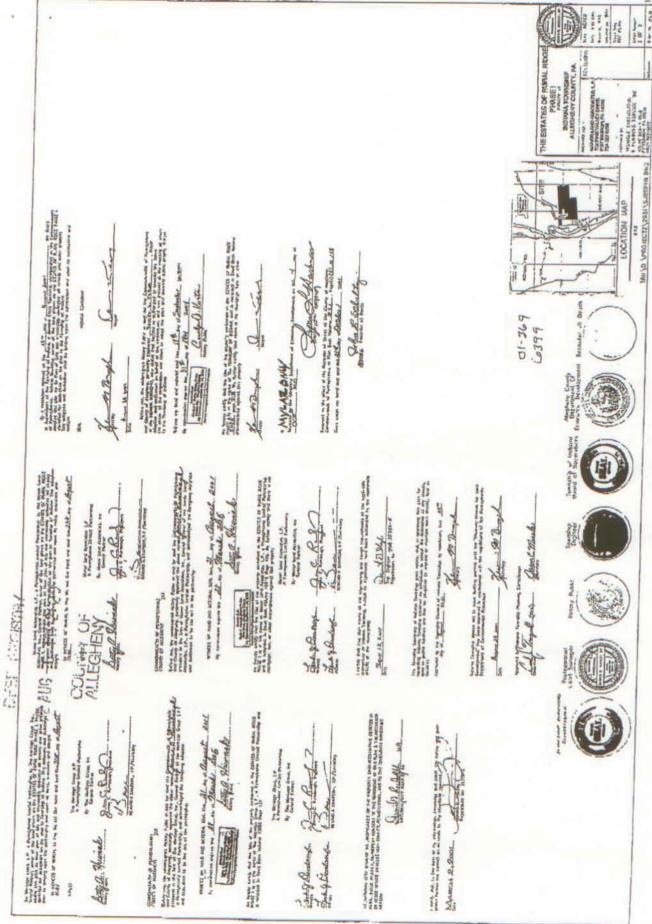








DBV 1 1 4 0 6 PG 1 3 6



Ju 2302 144482

DECLARATION OF PLANNED COMMUNITY

OF

RURAL RIDGE ESTATES, A PLANNED COMMUNITY



Pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et seq., as amended

The Meritage Group LP. 172 Pine Valley Drive Pittsburgh, Pa 15239

DOCUMENT SECONDED ALLEGHENT SECONDED ALLEGHENT COLLINTY, PA