

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

BY

SHELTER ENTERPRISES, INC.

(Deer Run Phase II Project)

WITH

JOINDER OF RYAN HOMES, INC.

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DECLARATION
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THIS DECLARATION, made on the date hereinafter set forth by Shelter Enterprises, Inc., hereinafter referred to as "Declarant" with joinder of Ryan Homes, Inc.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain Property located in Cranberry Township, Butler 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" shall mean and refer to Deer Run Phase II Community Services Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

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

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any designation of units shown upon Exhibit "B" attached hereto or shown upon any recorded subdivision map of the properties. If a unit designation does not result in an actual corresponding constructed 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" 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 Owner as provided in this Declaration.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas to be owned by the Association at the time of conveyance of the first lot shall be bounded and described as set forth in Exhibit "C" attached hereto and made a part hereof. Other real property may be hereafter conveyed to the Association as Common Area.

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

Section 7. "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" shall mean and refer to Shelter Enterprises, Inc. its successors and assigns, if such successors or assigns should acquire more than one vacant Lot or acreage which is part of the Properties from the Declarant for the purpose of development and/or construction, provided, such person or entity is engaged in the residential development and/or construction business in the Properties.

Section 9. "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" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

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

Section 12. "Condominium Lots" shall mean and refer to the "Unit" as that term is defined in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. s3101 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" 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" shall mean and refer to a townhouse, row house, patio 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 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 facility by a member for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not exceeding sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility 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 to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

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

Section 3. Title to Common Area. Title to the Common Areas shall be conveyed to the Association free and clear of all monetary liens and monetary encumbrances; provided however, that Declarant shall have the right to reserve for the purpose of development all or any portion of the Common area for various utility rights of way in connection with development of the Properties together with the right to dedicate same where applicable and customary and the right of temporary ingress and egress across the Common Areas in connection with the development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with the member's easement of enjoyment. Declarant shall restore all disturbed areas to substantially their prior condition.

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 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.

Class B. Class B members shall be 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.

Class C. Class C members shall be all Owners, except Declarant, of Condominium Lots and all Owners, except Declarant, of Multifamily Structures containing Living Units not constructed on their own Lots, and which Living Units are not subject to the provisions of the Pennsylvania Uniform Condominium Act. 68 Pa. C.S. s3101 et. seq. 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.

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 member.

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 either of the following events, whichever occurs earlier:

(a) when Class A, Class B, Class C and Class D memberships are all in existence and the total votes outstanding in all of these classes of membership equals or exceeds the total votes outstanding in the Class E membership; provided however, that if at any time or from time to time, the Declarant does not annex additional properties as provided in Article X of this Declaration so as to maintain Class E membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class E membership shall not cease but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to annex additional Properties as provided herein; or

(b) on August 1, 1988.

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 therefore, 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 assessments(s) together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable Attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor 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 the Common Areas, and, if determined by the Association, to the exteriors of any or all buildings or other structures on the Properties and areas identified as Easements for Private Parking. Maintenance shall also include the repair of, snow and ice removal from, and maintenance, (including payment for electricity used therefore, of lighting, if installed), of any private streets and parking areas situated in the Common Area. In addition, maintenance shall include repair of, snow and ice removal from, and maintenance, (including payment of electricity used therefore, of lighting, if installed), of parking areas located in streets outside the cartways thereof, and landscaping and maintenance of other non-cartway areas within streets as agreed to by Declarant with the Township of Cranberry, Butler County, Pennsylvania.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as set forth below for each class of membership so designated, except that under no circumstances shall the Declarant whatever his class of membership, be obliged to pay more than 25% of the maximum annual assessment designated for either Class A, B, or C.

	Per Year	Per Month
(i) Class A	\$144.00	\$12.00
(ii) Class B	\$144.00	\$12.00
(iii) Class C	\$144.00	\$12.00
(iv) Class D	-0-	-0-
(v) Class E	\$ 36.00	\$ 3.00

(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 five (5) percent above the maximum assessment for the previous year without a vote of the membership.

(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 not be increased more than five (5) percent, unless 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 Common Area, or to fulfill its obligations hereunder, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent 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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 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 (60%) percent of all the votes, of each class of membership (except Class D), shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum.

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 of the month following the conveyance of the Common Area. 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 annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

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

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

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable or nonprofit organization exempt from taxation by the laws of the Commonwealth of Pennsylvania to the extent provided by said laws, shall be exempt from the assessments created herein. 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 specification 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 who 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, or Article VIII or of 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 situated thereon.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situated 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 upon 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 Owner thereafter makes 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 contribute 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 other than as provided herein or upon a recorded plan.

(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 periods of development.

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

(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 the Declarant to advertise the Property during the construction and sales period, subject to the rights of any member under the First Amendment of the Constitution of the United States of America.

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

(i) No trees having a diameter of six (6) inches or more (measured from a point two feet about 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 wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(j) No animals, live stock, 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 purpose.

(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 and for such purposes and uses as are shown on any record 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 Area shall be limited in use to and for, and only for, parks and recreational purposes and such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration.

(n) The Board of Directors and the EPB shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the 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.

(o) 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

Staged Development

Additional land within the area outlined in red on the map attached hereto as Exhibit "D" and made a part hereof and entitled "Plan of Property", last revised December 29, 1982 may be annexed by

the Declarant, its successors and assigns, without the consent of members within twelve (12) years of the date of this instrument with approval of the Department of Housing and Urban Development. Annexation may be made of portions of any phase as shown on a general plan if submitted and hereafter approved by the Federal Housing Administration and the Veterans Administration. Said general plan shall not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such Property. Upon the filing of any Supplementary Declaration and the recordation of a plan of such addition, Owners of Lots situated on the annexed properties shall be immediately entitled to the number of votes as determined for members within the initial Properties subject to this Declaration.

ARTICLE X

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. Servability. Invalidation of any one of these covenants or restrictions by judgement 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 automatically be extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than ninety (90%) percent of all Lots, and thereafter by an instrument signed by Owners owning not less than seventy-five (75%) percent of all Lots. Any amendment must be recorded and take effect immediately upon recordation.

Section 4. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by vote or consent of Members having two-thirds (2/3) of the vote of each class of members (except Class D.)

Section 5. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class E member the following actions will require the prior approval of the Federal housing Administration and the Veterans Administration if a general plan has been approved by the Federal Housing Administration and the Veterans Administration; Annexation of additional properties, dedication of Common Area not in conformity to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accord with a general plan hereafter approved by the Federal Housing Administration and the Veterans Administration.

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

Section 7. Amendment Resulting From Requirements of Government Agencies. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all members of any such proposed changes for the purpose of members submitting objections to such government agencies.

Section 8. Maintenance of Common Areas by Township. Cranberry Township, Butler County, Pennsylvania ("Township") may, at any time and from time to time, accept the dedication of land or any interest therein for public use and maintenance, but the Township need not require, as a condition of the approval of a planned unit residential development, that land proposed to be set aside for common open space be dedicated or made available to public use.

In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the development plan submitted to the Township, the Township may serve written notice upon such organization or upon the members setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty days (30) thereof, and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within said thirty days or any extension thereof, the Township, in order to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one year. Said maintenance by the Township shall not

constitute a taking of said Common Area, nor vest in the public any rights to use the same. Before the expiration of said year, the Township shall upon its initiative or upon the request of the Association theretofore responsible for the maintenance of the Common Area call a public hearing upon notice to such Association, or to the members, to be held by the Township Supervisors, at which hearing such Association shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township Supervisors shall determine that such Association is ready and able to maintain said Common Area in reasonable condition, the Township shall cease to maintain said Common Area at the end of said year. If the Township Supervisors shall determine that such Association is not ready and able to maintain said Common Area in reasonable condition, the Township may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter, The decision of the Township Supervisors shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Township shall be assessed ratable against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said properties. The Township at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of the County upon the properties affected by the lien.

The original of the preceding document is available for inspection at The Recorders Office of Butler County, Butler County Courthouse, Butler, PA 16001. The documents are located in Volume 1184, Pages 856 through 878.

A copy of the original document is available for inspection by contacting a member of the Deer Run C.S.A. Board of Directors.

Section 8. Maintenance of Common Areas by Township. Cranberry Township, Butler County, Pennsylvania ("Township") may, at any time and from time to time, accept the dedication of land or any interest therein for public use and maintenance, but the Township need not require, as a condition of the approval of a planned unit residential development, that land proposed to be set aside for common open space be dedicated or made available to public use.

In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Area in reasonable order and condition in accordance with the development plan submitted to the Township, the Township may serve written notice upon such organization or upon the members setting forth the manner in which the association has failed to maintain the Common Area in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty days (30) thereof, and shall state the date and place of hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within said thirty days or any extension thereof, the Township, in order to preserve the taxable values of the Properties and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one year. Said maintenance by the Township shall not constitute a taking of said Common Area, nor vest in the public any rights to use the same. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association theretofore responsible for the maintenance of the Common Area call a public hearing upon notice to such Association, or to the members, to be held by the Township Supervisors, at which hearing such Association shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township Supervisors shall determine that such Association is ready and able to maintain said Common Area in reasonable condition, the Township shall cease to maintain said Common Area at the end of said year. If the Township Supervisors shall determine that such Association is not ready and able to maintain said Common Area in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township Supervisors shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended by Act 93 of 1972. The cost of such maintenance by the Township shall be assessed ratably against the Properties that have a right of enjoyment of the Common Area, and shall become a lien on said Properties. The Township at the time of entering upon said Common Area for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of the County, upon the properties affected by the lien.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 25th day of April, 1987

ATTEST:

SHELTER ENTERPRISES, INC.

Richard E. Hartung
Secretary

By Francis J. Rolch
President

ACKNOWLEDGEMENT

Before me, the undersigned authority, personally appeared Frank J. Lalik, who acknowledged himself to be the President of Shelter Enterprises, Inc., a Pennsylvania corporation, and that he being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 25th day of April, 1984.

Rita L. Pogackik
Notary Public

RITA L. POGACKIK, NOTARY PUBLIC
MOON TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 26, 1988
Member, Pennsylvania Association of Notaries

All that certain lot or parcel of ground situate in Cranberry Township, Butler County, Pennsylvania and being more fully described as follows, to-wit:

Beginning at a point in Haine School Road at the point of the property formerly transferred to Greensburg Savings & Loan Association; thence along the southerly side of Central Drive South 88° 00' 00" West, 110.00 feet to a point; thence South 02° 00' 00" East, 120.00 feet to a point; thence South 43° 00' 00" West, 137.00 feet to a point; thence South 88° 00' 00" West, 240.00 feet to the place of beginning of the description of the property; thence along the lines of Shelter Enterprises, Inc. South 57° 08' 12" West, 122.77 feet; thence along Lot No. 9 South 34° 44' 00" West, 79.67 feet to a point along the northerly right-of-way of Fawn Trail; thence along the northerly right-of-way of Fawn Trail; thence by an arc to the right, an arc distance of 47.30 feet with a radius of 175.00 feet to a point; thence South 50° 13' 05" West, 121.18 feet to a point on Lot No. 8; thence continuing along Lot No. 8 and Shelter Enterprises, Inc. North 66° 15' 40" West, 131.31 feet to an angle point on Lot No. 7; thence continuing along Lot No. 7 and Shelter Enterprises, Inc. North 52° 00' 40" West, 119.31 feet to a point on the easterly side of Ten Point Lane; thence North 81° 44' 46" West, 50.00 feet to the westerly side of Ten Point Lane; thence by an arc to the right, an arc distance of 77.85 feet with a radius of 300.00 feet to a point on Lot No. 5; thence continuing along Lot No. 5 and Shelter Enterprises North 66° 52' 40" West, 79.28 feet to a point; thence continuing along Lot No. 5 and Shelter Enterprises, Inc. North 31° 44' 20" East, 158.63 feet to a point on Lot No. 4; thence continuing along Lot No. 4 and Shelter Enterprises, Inc. North 53° 15' 40" West, 64.45 feet to a point; thence continuing along Lot No. 4 and Shelter Enterprises, Inc. North 36° 44' 20" East, 61.60 feet to a point on Lot No. 3; thence continuing along Lot No. 3 and Shelter Enterprises, Inc. North 40° 15' 40" West, 71.25 feet to a point; thence continuing along line of Shelter Enterprises and the Common Area North 30° 26' 46" West, 67.75 feet to a point on the lines of Deer Run Condominium; thence North 16° 00' 00" East, 95.38 feet to the southerly side of Central Drive; thence along the southerly side of Central Drive, South 74° 00' 00" East, 299.06 feet; thence continuing along the south side of Central Drive South 60° 00' 00" East, 99.21 feet; thence North 30° 00' 00" East, 26.38 feet to a point; thence continuing along Central Drive, South 70° 36' 36" East, 89.79 feet to a point; thence continuing along Central Drive South 66° 31' 42" East, 58.64 feet; thence South 30° 00' 00" West, 49.58 feet to a point; thence South 02° 00' 00" East, 220.00 feet to the place of beginning.

Containing 5.6 acres

EXHIBIT "A"

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Deer Run Phase II - Section 1

<u>Lot No.</u>	<u>No. of Townhouse Units</u>
1	6 dwelling units
2	6 dwelling units
3	6 dwelling units
4	6 dwelling units
5	6 dwelling units
6	6 dwelling units
7	6 dwelling units
8	6 dwelling units
9	6 dwelling units

Declarant shall not be bound hereby to erect the number of Living Units designated on any lot and may elect to construct more or less Living Units on any lot than the number designated or to erect no Living Units on any lot.

All that certain lot or parcel of ground situate in Cranberry Township, Butler County, Pennsylvania and being more fully described as follows, to-wit:

Beginning at a point along Central Drive at the intersection of the easterly side of Ten Point Lane and Central Drive; thence along the southerly side of Central Drive North $66^{\circ} 31' 42''$ West, 58.64 feet to a point at the place of beginning of the description; thence along the westerly side of Ten Point Lane, having a 50.00 foot right-of-way, by an arc of 24.55 feet, a radius of 35.00 feet to a point; thence continuing along the westerly side of Ten Point Lane South $30^{\circ} 00' 00''$ West, 2.54 feet to a point of curvature; thence by an arc distance of 53.98 feet with a radius of 75.00 feet to a point; thence along Lot No. 1 North $18^{\circ} 45' 40''$ West, 75.94 feet to a point; thence continuing along Lot No. 1 South $71^{\circ} 14' 20''$ West, 106.00 feet to a point; thence along Lot No. 1 South $36^{\circ} 44' 20''$ West, 16.99 feet to a point; thence continuing along Lot No. 1 South $18^{\circ} 45' 40''$ East, 66.32 feet to a point on the westerly right-of-way of Ten Point Lane; thence along the westerly side of Ten Point Lane South $71^{\circ} 14' 20''$ West, 35.24 feet to a point of curvature; thence along the curve to the right, an arc distance of 44.94 feet with a radius of 35.00 feet to a point on the curve; thence along Lot No. 2 North $36^{\circ} 44' 20''$ East, 97.05 feet to a point; thence continuing along Lot No. 2 North $53^{\circ} 15' 40''$ West, 120.00 feet to a point; thence continuing along Lot No. 2 South $36^{\circ} 44' 20''$ West, 75.00 feet to a point on Doe Ridge; thence continuing along Doe Ridge North $53^{\circ} 15' 40''$ West, 17.38 feet to a point along Lot No. 3; thence continuing along Lot No. 3 North $49^{\circ} 44' 20''$ East, 8.91 feet to a point; thence continuing along Lot No. 3 North $40^{\circ} 15' 40''$ West, 75.00 feet to a point; thence continuing along Lot No. 3 South $49^{\circ} 44' 20''$ West, 120.00 feet to a point along the properties of Shelter Enterprises, Inc., thence along the properties of Shelter Enterprises, Inc. North $30^{\circ} 26' 46''$ West, 67.75 feet to a point on Deer Run Condominium, recorded Plan Book 83, page 48, thence along Deer Run Condominium North $16^{\circ} 00' 00''$ East, 95.38 feet to a point along Central Drive; thence along the southerly side of Central Drive South $74^{\circ} 00' 00''$ East, 299.06 feet to a point; thence continuing along the south side of Central Drive South $60^{\circ} 00' 00''$ East, 99.21 feet to a point; thence continuing along Central Drive North $30^{\circ} 00' 00''$ East, 26.38 feet to a point; thence continuing along the south side of Central Drive South $70^{\circ} 36' 36''$ East, 89.79 feet to the place of beginning.

Containing 0.769 acres.

All that certain lot or parcel of ground situate in Cranberry Township, Butler County, Pennsylvania and being more fully described as follows, to-wit:

Beginning at a point at the intersection of Ten Point Lane and Central Drive; thence along the easterly side of Ten Point Lane South 30° 00' 00" West, 31.79 feet to the place of beginning of the description; thence South 30° 00' 00" West, 17.79 feet to a point; thence South 02° 00' 00" East, 220.00 feet to a point on the lands of Shelter Enterprises, Inc.; thence along the lands of Shelter Enterprises, Inc. South 57° 08' 12" West, 122.77 feet to a point on Lot No. 9; thence along Lot No. 9 North 66° 15' 40" West, 129.31 feet to a point; thence South 28° 22' 40" West, 1.17 feet to a point on Lot No. 6; thence along Lot No. 6 North 49° 45' 20" West, 129.17 feet to a point on the easterly side of Ten Point Lane; thence along the easterly side of Ten Point Lane by a curve to the right, an arc distance of 115.73 feet with a radius of 275.00 feet to a point; thence continuing along the easterly line of Ten Point Lane North 71° 14' 20" East, 163.87 feet to a point of curvature; thence by a curve to the left, an arc distance of 89.97 feet with a radius of 125.00 feet to the place of beginning.

Containing 1.193 acres.

JOINDER

Ryan Homes, Inc., owner of Lot No. 1 in The Deer Run Phase II - Section 1 as recorded in The Recorder's Office of Buter County, Pennsylvania, in Rack Book 90, page 45, hereby joins in the foregoing Declaration of Covenants, Conditions and Restrictions for the purpose of subjecting said Lot No. 1 to said Declaration this 25th day of April, 1984.

ATTEST:

RYAN HOMES, INC.

[Signature]
Secretary

By

[Signature]
Vice President

(SEAL)

ACKNOWLEDGEMENT

Before me, the undersigned authority, personally appeared John Wildman, who acknowledged himself to be the Vice President of Ryan Homes, Inc., a Pennsylvania corporation, and that he being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I herunto set my hand and official seal this 25th day of April, 1984.

RITA L. POGACIK, NOTARY PUBLIC
MOON TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 25, 1985
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

