

Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219



60 2003 00040215

Instrument Number: 2003-40215

As

Recorded On: November 14, 2003

Deed Agreement

Parties: HEMLOCKS II HOMEOWNERS ASSOC INC

To HEMLOCKS II HOMEOWNERS ASSOC INC

Number of Pages: 6

Comment: AMND DEC COVEN

**\*\* Examined and Charged as Follows: \*\***

Deed Agreement	45.00	Addt # of Pages > 4 @ 2.00	2.00
<b>Total Recording:</b>	<b>47.00</b>		

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded  
in the Recorder's Office in Allegheny County, PA

**File Information:**

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**Record and Return To:**

HENRY E REA JR  
1109 GRANT BLDG  
PITTSBURGH PA 15219



Valerie McDonald-Roberts Recorder of Deeds

5

AMENDMENT TO THE DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS FOR HEMLOCKS II

WHEREAS, a Declaration of Covenants, Conditions and Restrictions ("the DECLARATION") for a plan of lots situate in Hampton Township, Allegheny County, Pennsylvania and known as the "Hemlocks II" dated May 16, 1972 was recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 5088, Page 673; and

WHEREAS, this DECLARATION applied to and affected all of the lots known as "Hemlocks II" as recorded in the office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 88, Pages 154 and 155; and

WHEREAS, the DECLARATION provides that it may be amended by the owners of the lots in Hemlocks II; and

WHEREAS, the lot owners in Parcels "C", "N" and "R" at Hemlocks II formed a nonprofit corporation in 1979 known as "The Hemlocks II Homeowners Association, Inc."; and

WHEREAS, the owners of Parcels "C", "N" and "R" subsequently adopted a set of By-Laws for "Hemlocks II Homeowners Association, Inc." and said By-Laws were recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 6247, Page 322; and

WHEREAS, the owners of lots in Parcels "A", "B", "D", "I", "J", "K", "L", "M", "O" and "S" have become members of "The Hemlocks II Homeowners Association, Inc." and are bound by the By-Laws of "The Hemlocks II Homeowners Association, Inc."; and

WHEREAS, the owners of Lots "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R" and "S" which lots are subject to the terms and provisions of the DECLARATION, now wish to amend the DECLARATION to provide that the Association called "The Hemlocks II Homeowners Association, Inc." be designated as the agent for enforce the terms and provisions of the DECLARATION and that "The Hemlocks II Homeowners Association, Inc.", be authorized to maintain the common areas; to maintain, repair and replace the exteriors of the dwellings, including the siding, roofs, chimneys, gutters, downspouts and shutters; and to mow and to rake the lawns; and to prepare a budget and to collect fees to do this work; and

WHEREAS, this Amendment is intended to accomplish the objective set forth herein.

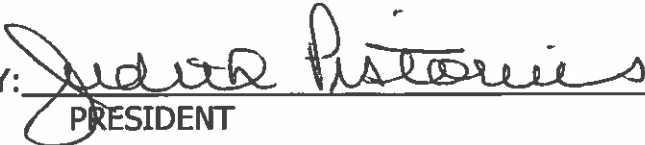
FIRST: As it pertains to Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R" and "S", "The Hemlocks II Homeowners Association, Inc." is designated as the agency to:

- (a) Maintain the common areas.
- (b) Maintain, repair and replace the exteriors of the dwellings, including the siding, roofs, chimneys, gutters, downspouts and shutters.
- (c) Mow and rake the lawns.
- (d) Prepare a budget and collect fees.

SECOND: As it relates to Parcels "A", "B", "C", "D", "I", "J", "K", "L", "M", "N", "O", "R" and "S", the terms and provisions of the Uniformed Planned Community Act, 68 Pa. SCA 5101, et seq., shall be adopted and shall pertain to these parcels.

IN WITNESS WHEREOF, the Lot Owners have duly adopted these Amendments  
at a Special Meeting of Lot Owners held on the 30TH day of  
OCTOBER, 2003.

HEMLOCKS II HOMEOWNERS ASSOCIATION, INC.

BY:   
PRESIDENT

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this, the 30TH day of OCTOBER, 2003, before me, a Notary Public, the undersigned officer, personally appeared JUOTH PISTORIUS, President of The Hemlocks II Homeowners Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.



\_\_\_\_\_  
Notary Public

My Commission Expires:

Notarial Seal  
Rinaldo A. Acri, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Aug. 11, 2005  
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

I, do hereby certify that Grantees' precise residence is: c/o South Pittsburgh Savings & Loan Assn., 1712 East Carson St., Pittsburgh, Pa. 15203. WITNESS my hand this 15th day of August, 1972.

Joseph M. McClure Attorney for Grantees

Registered in Allegheny County Aug. 21, 1972. No. 45216. Recorded Aug. 16, 1972. Written by Walter compared by me. Olin King

Time 11:30 A.M. & me. Lushell

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JERE L. MCKEE, ET UX. ) THIS INDENTURE TO ) MADE the 15th day of August in the year BARTH W. BARTHOLOMAE, ET UX. ) of our Lord, one thousand nine hundred and ) seventy-two (1972), BETWEEN JERE L. MCKEE and BESSIE ANN MCKEE, his wife, of the Township of Moon, County of Allegheny and Commonwealth of Pennsylvania, parties of the first part and BARTH W. BARTHOLOMAE and MARY G. BARTHOLOMAE, his wife, of the Township of Moon, County of Allegheny and Commonwealth of Pennsylvania, parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

ALL THAT CERTAIN lot or piece of ground situate in the Township of Moon, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 332 in the Wyngate Plan No. 2, of record in the Recorder's Office of Allegheny County in Plan Book Volume 79, pages 21 and 22.

BEING the same premises which Collingwood Corporation, by its deed dated May 10, 1968 and recorded May 10, 1968 in the Recorder's Office of Allegheny County in Deed Book Volume 4548, page 585, granted and conveyed unto Jere L. McKee and Bessie Ann McKee, his wife, the grantors herein.

SUBJECT TO building line and utility easement as shown on the recorded Plan. SUBJECT TO Oil and Gas Lease, pipe line right of way, and building and use restrictions as contained in prior instruments of record.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part, their heirs and assigns forever,

AND the said parties of the first part, for themselves, their heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hands and seals of the said parties of the first part. ATTEST: R. W. Parke Jere L. McKee (SEAL) Bessie Ann McKee (SEAL)

\$375.00 Pa. Real Estate T. T. S. Cancelled. \$187.50 Moon Twp. D. T. T. S. Cancelled. \$187.50 Moon Sch. Dist. D. T. T. S. Cancelled.

COMMONWEALTH OF PENNSYLVANIA, ) On this the 15th day of AUGUST, A.D. 1972, COUNTY OF ALLEGHENY ) SS: before me, a Notary Public, the undersigned ) officer, personally appeared JERE L. MCKEE and BESSIE ANN MCKEE, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. Robert W. Parks, Notary Public (N.P. SEAL) Pittsburgh, Allegheny Co., Pa. My Commission Expires April 1, 1976

CERTIFICATE OF RESIDENCE

I, Agent do hereby certify that grantees precise residence is Mellon National Bank and Trust Company, Mellon Square, Pittsburgh, Pennsylvania, 15230. WITNESS my hand this 16th day of August, 1972.

Theresa A. Golembiewski

Registered in Allegheny County Aug. 21, 1972. No. 45218. Recorded Aug. 16, 1972. Written by Walter compared by me. Olin King

Time 11:28 A.M. & me. Lushell & me. Cluskey

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WINCHESTER CORP. ) SUPPLEMENTAL DECLARATION OF COVENANTS, ) CONDITIONS AND RESTRICTIONS, )

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THIS supplemental declaration, made on the date hereinafter set forth, by

WINCHESTER CORPORATION, formerly Winchester Securities Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant recorded a certain plan of lots known as the "Hemlocks II" Plan as recorded in the office of the Recorder of Deeds of Allegheny in Plan Book Volume 88, pages 154 and 155.

WHEREAS, The use of the "Hemlocks II" Plan of Lots was restricted pursuant to a Declaration of Covenants, Conditions and Restrictions filed in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 5088, page 673, (hereinafter referred to as the "Original Declaration"), wherein it was provided in Article VII thereof, that Declarant may annex additional land to the "Hemlocks II" Plan.

AND WHEREAS, Declarant recorded a certain plan of lots known as the "Hemlocks II, Phase II" Plan, as recorded in the Office of the Recorder of Deeds of Allegheny County, in Plan Book Volume 89, pages 4, 5 and 6.

WHEREAS, on the 25th day of July, 1972, Declarant, via a Supplemental Declaration of Covenants, Conditions and Restrictions recorded in the Recorder's Office of Allegheny County in Deed Book Volume 5109, page 701, annexed the "Hemlocks II, Phase II" Plan to the "Hemlocks II" Plan.

AND WHEREAS, Declarant is the owner of all the lots in a certain plan of lots situate in Hampton Township, Allegheny County, Pennsylvania, known as the "Hemlocks II, Part III", Plan as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 89 pages 99 and 100.

WHEREAS, the land contained within the "Hemlocks II, Part III" Plan is a portion of the land which is contained in the "Hemlocks II Preliminary Development Plan" attached to the "Original Declaration" as Exhibit A.

WHEREAS, Declarant desires to annex the "Hemlocks II, Part III" Plan of Lots to the "Hemlocks II" Plan, and the "Hemlocks II, Phase II" Plan.

AND WHEREAS, Declarant desires to restrict the use of the lots in the "Hemlocks II, Part III" Plan;

NOW THEREFORE, Declarant hereby declares that all of the lots within the "Hemlocks II, Part III" Plan of Lots be and are hereby annexed to the "Hemlocks II" Plan and the "Hemlocks II, Phase II" Plan, and that the owners of lots situate within the "Hemlocks II, Part III" Plan be and are hereby entitled to the same rights as are the owners within the "Hemlocks II" Plan, and the "Hemlocks II, Phase II" Plan.

NOW THEREFORE, Declarant further declares that all of the lots within the "Hemlocks II, Part III" Plan 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, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

SECTION 1. "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 shall not mean or refer to any mortgagee or any person owning any security interest in the Properties or any portion thereof unless and until such mortgagee or creditor has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure.

SECTION 2. "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.

SECTION 3. "Properties" shall mean and refer to that certain real property described as the "Hemlocks II, Plan of Lots", the "Hemlocks II, Phase II" Plan of Lots and the "Hemlocks II, Part III" Plan of Lots.

SECTION 4. "Common Area" shall mean all real property owned by the Declarant to be held for the common use and enjoyment of the Owners. (The Common Area owned by the Declarant at the time of conveyance of the first lot is bounded and described as set forth on the "Hemlocks II" Recorded Plan.)

SECTION 5. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, unless otherwise clearly indicated.

SECTION 6. "Declarant" shall mean and refer to Winchester Corporation, formerly Winchester Securities Corporation, its successors and assigns.

SECTION 7. "Townhouse" shall mean and refer to a single family dwelling unit built on its own lot as part of a larger structure, and connected to another single family dwelling unit by a party wall.

SECTION 8. "Garden Apartments" shall mean and refer to a multiple-family dwelling unit, three stories or less in height, in which not more than four dwelling units per floor are served by a common stairway.

ARTICLE II

Property Rights

SECTION 1. Owner's Easements 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, subject to the following provisions:

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

(b) The right of the Declarant to prescribe reasonable rules and regulations to govern the use of any recreational facility situate upon the Common Area.

(c) The right of the Declarant to suspend the right to use the recreational facilities by an Owner for any infraction of its published rules and regulations; or for failure to pay any of the required fees.

(d) The right of the Declarant to dedicate or transfer all or any part of the Common Area to any association, corporation, public authority, municipal corporation, agency or utility for any purpose which does not unreasonably infringe upon Owner's enjoyment.

of enjoyment.

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

SECTION 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

SECTION 3. Title to Common Area. Declarant shall have the right to utilize for the purpose of development all or any portion of the Properties for rights-of-way for utilities together with the right of ingress and egress across the Common Areas in connection with development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with Owner's easement of enjoyment, or with any structure lawfully constructed on Owner's Lot.

#### ARTICLE III

##### Architectural Control

NO building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by anyone other than Declarant, its successors or assigns, 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 Declarant or its assigns, or by an Architectural Control and Maintenance Committee appointed by the Declarant or its assigns. In the event Declarant or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Nothing in this paragraph shall be construed to permit any review of architectural and building decisions made by the contractor with respect to any Lot, Town House or building containing Garden Apartments during the initial construction.

#### ARTICLE IV

##### Maintenance

SECTION 1. Common Area. The declarant shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon. The declarant may, however, by contract, delegate its duty to care for and maintain the Common Area.

SECTION 2. Individual Lots. Except as otherwise expressly provided herein, the Owner of each Lot shall be responsible for the care and maintenance and repair of his Lot, and all improvements situate thereon.

IN the event that any Owner shall fail to maintain any Lot and/or the improvements situate thereon in a manner satisfactory to Declarant or its assigns, pursuant to the overall scheme of the Properties, Declarant or its assigns shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and/or restore the Lot and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon thirty (30) days written notice given to the Owner thereof, unless, in the discretion of the Declarant or its assigns, a genuine emergency necessitates a shorter period of time.

IN the event that such right of entry and repair is exercised by Declarant or its assigns, any work performed pursuant thereto shall be deemed a contract authorized by this Supplemental Declaration of Covenants, Conditions and Restrictions and the costs of any such repairs, maintenance and/or restoration, if not promptly paid by Owner shall be lien'd against the Lot pursuant to the Mechanics Lien Law of the Commonwealth of Pennsylvania.

#### ARTICLE V

##### Party Walls

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

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

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

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

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

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute 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. Judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

#### ARTICLE VI

##### Use Restrictions

THE following shall be restrictions on the use of the properties which shall run with and bind the land.

(a) No structure shall be erected or maintained on individual residential



lots other than Town Houses for residential purposes, however, if all of the lots within a Parcel are owned by the same Owner, Garden Apartments may be erected and maintained thereon.  
(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors.  
(c) No trailer, tent, shed, animal houses or out buildings of any kind shall be placed on any Lot; no basement, garage, or any structure other than the building for which plans have been approved in accordance with the terms hereof shall be used as a residence, temporarily or permanently. No structure in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.  
(d) No trailer, tent or shed shall be stored on any Lot, or on any Common Area.

(e) All lawns must be seeded or sodded for the entire front and rear areas of the Town House and/or Garden Apartment Building, and where applicable, on the entire side yard. No trees, shrubbery, flowers or other vegetation may be planted on any Lot by anyone other than Declarant, its successors or assigns, until the plans showing the nature, kind and location of same shall have been submitted to and approved in writing as to the harmony of the general landscape and location in relation to adjoining improvements by the Declarant or its assigns.

Nothing in this paragraph shall be construed to permit any review of landscaping conducted by the contractor, with respect to any Lot during initial construction.

(f) No sign of any kind shall be displayed to the public view on any residential Lot except one sign of not more than five square feet advertising the Lot, Town House, or Garden Apartment for sale or rent, or signs used by Declarant to advertise the property during the construction and sales period.

(g) 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.

(h) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE VII  
General Provisions

SECTION 1. Enforcement. Declarant shall be a beneficiary hereof irrespective of whether Declarant is an Owner of any Lot. The Declarant 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 Declarant 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. Right of Mortgagees. Any first mortgagee of any Lot and any improvements erected thereon shall at its option have the right, but not the obligation, to cure any default by any Owner hereunder. The rights granted under this Section 2 of Article VII shall be for the benefit of any mortgagee under any mortgage granted for the initial construction or any subsequent refinancing thereof and their respective successors and assigns. Any lien or judgment which may be obtained by the Declarants or any Owner on account of any default or non-compliance by any Owner hereunder shall be subordinated in lien and payment to any mortgage referred to above in this Section 2 of Article X.

SECTION 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

SECTION 4. Duration and Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless same are terminated at some time after the expiration of the first thirty (30) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners. This Supplemental Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners.

ANY instrument terminating or amending this Supplemental Declaration must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has heretofore caused the execution of these presents this 10th day of October, 1972.

ATTEST:  
Alfred E. Hamilton, Jr.  
Secretary

WINCHESTER CORPORATION (CORP. SEAL OMITTED)  
George R. Rutledge,  
President

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, personally appeared GEORGE R. RUTLEDGE, who acknowledged himself to be the President of WINCHESTER CORPORATION, a Pennsylvania Corporation, and that he being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

SWORN TO and subscribed before me this 10th day of October, 1972.  
Mary Louise Janoske, Notary Public (N.P. SEAL)  
Pittsburgh, Allegheny County, Pa.  
My Commission Expires May 25, 1974.

George R. Rutledge

No. 57220. Recorded Oct. 11, 1972.  
Written by Walter compared by

*Mulvihill & McChesney*

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SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This supplemental declaration, made on the date hereinafter set forth, by Winchester Corporation, formerly Winchester Securities Corporation, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant recorded a certain plan of lots known as the "Hemlocks II" Plan as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 88, pages 154 and 155.

WHEREAS, The use of the "Hemlocks II" Plan of Lots was restricted pursuant to a Declaration of Covenants, Conditions and Restrictions filed in the Recorder of Deeds Office of Allegheny County in Deed Book Volume 5088, page 673, wherein it was provided in Article VII thereof, that Declarant may annex additional land to the "Hemlocks II" Plan.

AND WHEREAS, Declarant is the owner of all the lots in a certain plan of lots situate in Hampton Township, Allegheny County, Pennsylvania, known as the "Hemlocks II, Phase II" Plan as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 89 pages 4, 5 and 6.

WHEREAS, the land contained within the "Hemlocks II, Phase II" Plan is a portion of the land which is contained in the "Hemlocks II Preliminary Development Plan" attached to the Declaration above referred to as Exhibit A.

WHEREAS, Declarant desires to annex the "Hemlocks II, Phase II" Plan of Lots to the "Hemlocks II" Plan;

AND WHEREAS, Declarant desires to restrict the use of the lots in the "Hemlocks II, Phase II" Plan;

NOW THEREFORE, Declarant hereby declares that all of the lots within the "Hemlocks II, Phase II" Plan of Lots be and are hereby annexed to the "Hemlocks II" Plan of Lots and that the owners of lots situate within the annexed plan be and hereby are entitled to the same rights as are the owners within the "Hemlocks II" Plan.

NOW THEREFORE, Declarant further declares that all of the lots within the "Hemlocks II, Phase II" Plan 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, executors, administrators, successors, and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### Definitions

Section 1. 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 shall not mean or refer to any mortgagee or any person owning any security interest in the Properties or any portion thereof unless and until such mortgagee or creditor has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property described as the "Hemlocks II, Plan of Lots," the "Hemlocks II, Phase II" Plan of Lots and such additions thereto as may hereafter be made by annexation of the Declarant.

Section 4. "Common Area" shall mean all real property owned by the Declarant to be held for the common use and enjoyment of the Owners. (The Common Area owned by the Declarant at the time of conveyance of the first lot is bounded and described as set forth on the "Hemlocks II" Recorded Plan.)

Section 5. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, unless otherwise clearly indicated.

Section 6. Declarant shall mean and refer to Winchester Corporation, formerly Winchester Securities Corporation, its successors and assigns.

Section 7. "Townhouse" shall mean and refer to a single family dwelling unit built on its own Lot as part of a larger structure, and connected to another single family dwelling unit by a party wall.

## ARTICLE II

### Property Rights

Section 1. Owner's Easements 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, subject to the following provisions:

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

(b) The right of the Declarant to prescribe reasonable rules and regulations to govern the use of any recreational facility situate upon the Common Area.

(c) The right of the Declarant to suspend the right to use the recreational facilities by an Owner for any infraction of its published rules and regulations; or for failure to pay any of the required fees.

(d) The right of the Declarant to dedicate or transfer all or any part of the Common Area to any association, corporation, public authority, municipal corporation, agency or utility for any purpose which does not unreasonably infringe upon Owner's easement of enjoyment.

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

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Area. Declarant shall have the right to utilize for the purpose of development all or any portion of the Properties for rights-of-way for utilities together with the right of ingress and egress across the Common Areas in connection with development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with Owner's easement of enjoyment, or with any structure lawfully

constructed on Owner's Lot.

### ARTICLE III

#### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by anyone other than Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its assigns, or by an Architectural Control and Maintenance Committee appointed by the Declarant or its assigns. In the event Declarant or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Nothing in this paragraph shall be construed to permit any review of architectural and building decisions made by the contractor with respect to any Lot or Town House during the initial construction.

### ARTICLE IV

#### Maintenance

Section 1. Common Area. The Declarant shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon. The Declarant may, however, by contract, delegate its duty to care for and maintain the Common Area.

Section 2. Individual Lots. Except as otherwise expressly provided herein, the Owner of each Lot shall be responsible for the care and maintenance and repair of his Lot, and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot and/or the improvements situate thereon in a manner satisfactory to Declarant or its assigns, pursuant to the overall scheme of the Properties, Declarant or its assigns shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and/or restore the Lot and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon thirty (30) days written notice given to the Owner thereof, unless, in the discretion of the Declarant or its assigns, a genuine emergency necessitates a shorter period of time.

In the event such right of entry and repair is exercised by Declarant or its assigns, any work performed pursuant thereto shall be deemed a contract authorized by this Supplemental Declaration of Covenants, Conditions and Restrictions, and the costs of any such repairs, maintenance and/or restoration, if not promptly paid by Owner shall be liened against the Lot pursuant to the Mechanics Lien Law of the Commonwealth of Pennsylvania.

#### ARTICLE V

##### Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Town Houses 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 willfull acts or omissions shall apply thereto.

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such dispute shall be referred to arbitration. Each party shall choose one additional arbitrator, and the decision



shall be by a majority of all the arbitrators, and shall be binding upon the parties. Judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

#### ARTICLE VI

##### Use Restrictions

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

(a) With the exception of the lots in Parcels K, L, M, N, O, S and T of the "Hemlocks II, Phase II" Plan, none of the lots shall be used for any purpose other than for residential uses. The lots in Parcels K, L, M, N, O, S and T may be used for residential, commercial or recreational purposes or for any combination thereof.

(b) No structure shall be erected or maintained on individual residential lots other than Town Houses for residential purposes, however, if two or more adjoining residential lots, one of which shall be a corner lot, are owned by the same Owner, a single family detached dwelling may be erected and maintained thereon.

(c) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors.

(d) No trailer, tent, shed, animal houses or out buildings of any kind shall be placed on any Lot; no basement, garage, or any structure other than the building for which plans have been approved in accordance with the terms hereof shall be used as a residence, temporarily or permanently. No structure

James Crase & Son  
COTTON CONTENT

in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(e) No trailer, tent or shed shall be stored on any Lot, or on any Common Area.

(f) All lawns must be seeded or sodded for the entire front and rear areas of the Town House and where applicable on the entire side yard. No trees, shrubbery, flowers or other vegetation may be planted on any Lot by anyone other than Declarant, its successors or assigns, until the plans showing the nature, kind and location of same shall have been submitted to and approved in writing as to the harmony of the general landscape and location in relation to adjoining improvements by the Declarant or its assigns. Nothing in this paragraph shall be construed to permit any review of landscaping conducted by the contractor, with respect to any Lot during initial construction.

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

(h) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil 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.

James Crase & Son  
COTTON CONTENT

Page 10  
GAINS-ORASE  
COTTON CONFIDENTIAL

(1) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

#### ARTICLE VII

##### Staged Developments

Additional land within the area outlined in red on the map attached hereto as Exhibit "A" and made a part hereof and entitled the "Hemlocks II Preliminary Development Plan," and dated May, 1972 may be annexed by the Declarant, its successors and assigns, without the consent of owners within fifteen (15) years of the date of this instrument. 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 another Supplemental Declaration of Covenants, Conditions and Restrictions of this Declaration to such property. Upon the filing of any subsequent 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 same rights as Owners within the Properties subject to this Supplemental Declaration and the Owners within the initial Properties subject to the Declaration Recorded at Deed Book Volume 5088 page 673.

#### ARTICLE X

##### General Provisions

Section 1. Enforcement. Declarant shall be a beneficiary hereof irrespective of whether Declarant is an Owner of any Lot. The Declarant 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 Declarant 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. Right of Mortgagees. Any first mortgagee of any Lot and any improvements erected thereon shall at its option have the right, but not the obligation, to cure any default by any Owner hereunder. The rights granted under this Section 2 of Article X shall be for the benefit of any mortgagee under any mortgage granted for the initial construction or any subsequent refinancing thereof and their respective successors and assigns. Any lien or judgment which may be obtained by the Declarants or any Owner on account of any default or non-compliance by any Owner hereunder shall be subordinated in lien and payment to any mortgage referred to above in this Section 2 of Article X.

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

Section 4. Duration and Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless same are terminated at some time after the expiration of the first thirty (30) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners. This Supplemental

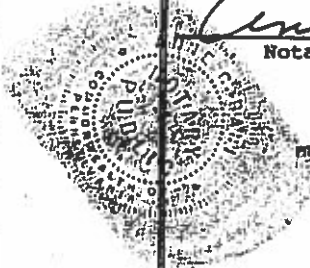
ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, personally appeared  
GEORGE R. RUTLEDGE, who acknowledged himself to be the President  
of WINCHESTER CORPORATION, a Pennsylvania Corporation, and that  
he being duly authorized to do so, executed the foregoing  
instrument for the purposes therein contained.

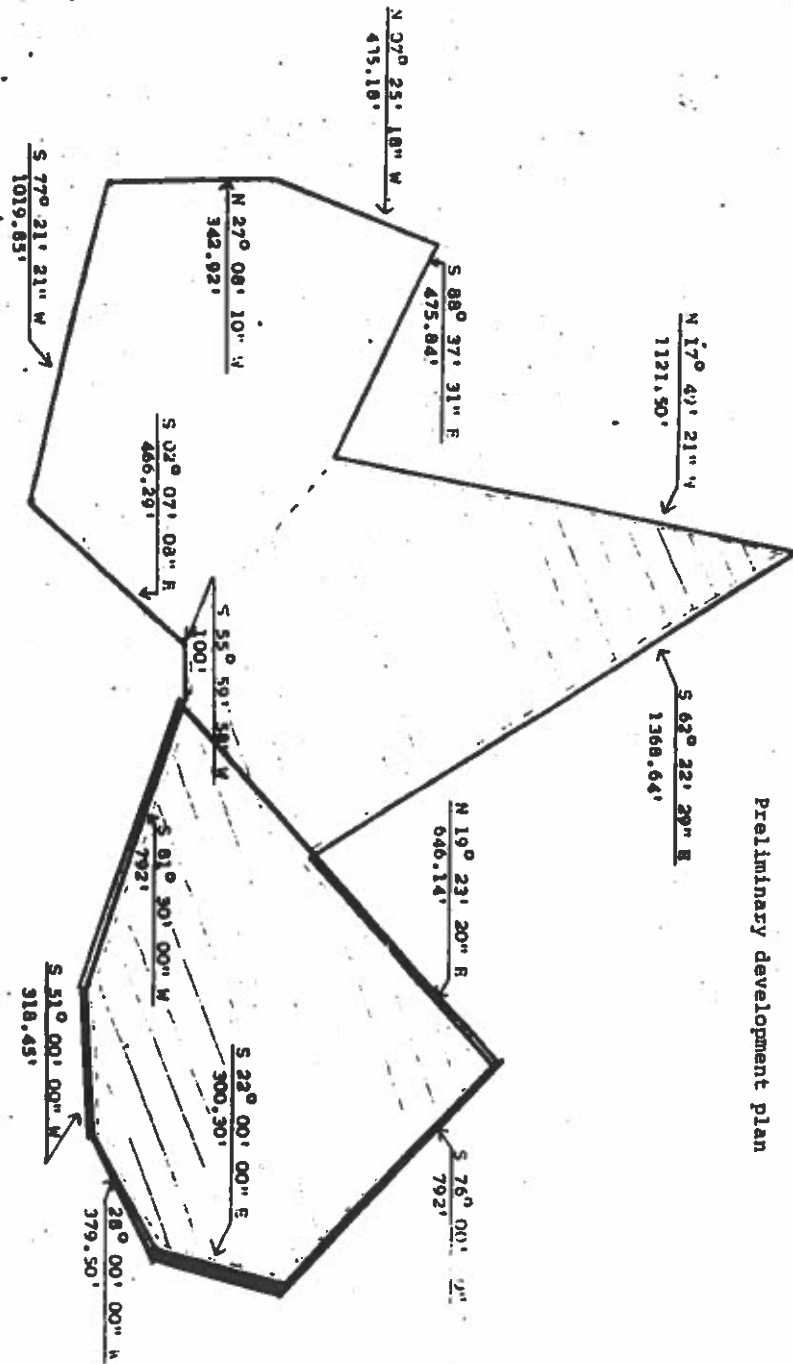
*George R. Rutledge*  
George R. Rutledge

SWORN TO and subscribed before me  
this *25th* day of *July*,  
1972.

*Anne C. Bank*  
Notary Public



ANNE C. BANK, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY, PA.  
MY COMMISSION EXPIRES  
NOVEMBER 14, 1974



THE HENLOCKS II  
Preliminary development plan

EXHIBIT "A"



Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners.

Any instrument terminating or amending this Supplemental Declaration must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 25<sup>th</sup> day of July, 1972.

WINCHESTER CORPORATION

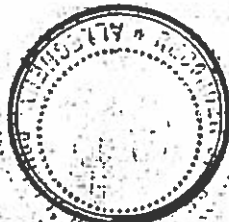


Waldine Jones  
Secretary

BY Charles R. Liddge  
President

<p>JUL 25 1972 7 40424</p>	<p>WINCHESTER CORPORATION          "HEMLOCKS II, PHASE II"          VOL. 5109 PAGE 701</p>	<p>SUPPLEMENTAL DECLARATION OF          COVENANTS, CONDITIONS AND          RESTRICTIONS</p>	<p><i>7200</i></p> <p>John W. Latella, Esquire          CAULEY, BIRSIC &amp; CONFLENTI          ATTORNEYS AT LAW          1212 MANOR BUILDING          564 FORBES AVENUE          PITTSBURGH, PA. 15219</p> <p>P. O. Mail Co., 433 Fourth Avenue, Pittsburgh, Pa. 15219</p>
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STATE OF PENNSYLVANIA } S.  
 COUNTY OF ALLEGHENY }  
 RECORDED IN THE OFFICE FOR THE RECORDING OF  
 DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 25th DAY  
 OF July A. D. 19 72 IN DEED  
 BOOK VOL 5109 PAGE 701 WITNESS MY HAND AND SEAL  
 OF SAID OFFICE, THE DAY AND YEAR AFORESAID.  
 RECORDER *[Signature]*



*Plan 11-1-2012*



HEMLOCKS II, PHASE I

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by Winchester Securities Corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots in a certain plan of lots situate in Hampton Township, Allegheny County, Pennsylvania, known as the "Hemlocks II", as recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania, in Plan Book Volume 88, pages 154 and 155.

~~WHEREAS, Declarant desires to restrict the use of the said lots.~~

NOW THEREFORE, Declarant hereby declares that all of the lots in said plan 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, executors, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "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 shall not mean or refer to any mortgagee or any person owning any security interest in the Properties or any portion thereof unless and until such mortgagee or creditor has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure.

Section 2. "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.

Section 3. "Properties" shall mean and refer to that certain real property described as the Hemlocks II Plan of Lots, and such additions thereto as may hereafter be made by annexation of the Declarant.

Section 4. "Common Area" shall mean all real property owned by the Declarant to be held for the common use and enjoyment of the Owners. The Common Area owned by the Declarant at the time of conveyance of the first lot shall be bounded and described as set forth in said Recorded Plan.

Section 5. "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania, unless otherwise clearly indicated.

Section 6. "Declarant" shall mean and refer to Winchester Securities Corporation, its successors and assigns.

Section 7. "Townhouse" shall mean and refer to a single family dwelling unit built on its own Lot as part of a larger structure, and connected to another single family dwelling unit by a party wall.

ARTICLE II

Property Rights

Section 1. Owner's Easements 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, subject to the following provisions:

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

(b) The right of the Declarant to prescribe reasonable rules and regulations to govern the use of any recreational facility situate upon the Common Area.

(c) The right of the Declarant to suspend the right to use the recreational facilities by an Owner for any infraction of its published rules and regulations; or for failure to pay any of the required fees.

(d) The right of the Declarant to dedicate or transfer all or any part of the Common Area to any association, corporation, public authority, municipal corporation, agency or utility for any purpose which does not unreasonably infringe upon Owner's easement of enjoyment.

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

Section 2. Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Area. Declarant shall have the right to utilize for the purpose of development all or any portion of the Properties for rights-of-way for utilities together with the right of ingress and egress across the Common Areas in connection with development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with, Owner's easement of enjoyment, or with any structure lawfully constructed on Owner's Lot.

### ARTICLE III

#### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by anyone other than Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its assigns, or by an Architectural Control and Maintenance Committee appointed by the Declarant or its assigns. In the event Declarant or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Nothing in this paragraph shall be construed to permit any review of architectural and building decisions made by the contractor with respect to any Lot or Town House during the initial construction.

## ARTICLE IV

Maintenance

Section 1. Common Area. The Declarant shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon. The Declarant may, however, by contract, delegate its duty to care for and maintain the Common Area.

Section 2. Individual Lots. Except as otherwise expressly provided herein, the Owner of each Lot shall be responsible for the care and maintenance and repair of his Lot, and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot and/or the improvements situate thereon in a manner satisfactory to Declarant or its assigns, pursuant to the overall scheme of the development of the Properties so as to protect the overall value of the Properties, Declarant or its assigns shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and/or restore the Lot and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon thirty (30) days written notice given to the Owner thereof, unless, in the discretion of the Declarant or its assigns, a genuine emergency necessitates a shorter period of time.

In the event such right of entry and repair is exercised by Declarant or its assigns, any work performed pursuant thereto shall be deemed a contract authorized by this Declaration of Covenants, Conditions and Restrictions, and the costs of any such repairs, maintenance and/or restoration, if not promptly paid by Owner shall be liened against the Lot pursuant to the Mechanics Lien Law of the Commonwealth of Pennsylvania.

## ARTICLE V

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Town Houses 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 willfull acts or omissions shall apply thereto.

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

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

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

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

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

#### ARTICLE VI

##### 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 uses, and no structure shall be erected or maintained on any Lot other than Town Houses for residential purposes.

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

(c) No trailer, tent, shed, animal houses or out buildings of any kind shall be placed on any Lot; no basement, garage, or any structure other than the building for which plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No structure in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(d) No trailer, tent or shed shall be stored on any Lot, or on any Common Area.

(e) All lawns must be seeded or sodded for the entire front and rear areas of the Town House and where applicable on the entire side yard. No trees, shrubbery, flowers or other vegetation may be planted on any Lot by anyone other than Declarant, its successors or assigns, until the plans showing the nature, kind and location of same shall have been submitted to and approved in writing as to the harmony of the general landscape and location in relation to adjoining improvements by the Declarant or its assigns. Nothing in this paragraph shall be construed to permit any review of landscaping conducted by the contractor, with respect to any Lot during initial construction.

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

(g) 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.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.



(i) No Lot shall be used or maintained as a dumping ground for rubbish. 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 material shall be kept in a clean and sanitary condition.

(j) Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as may be shown on any recorded plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

(k) No fence shall be erected on any Lot or along the lines of any Lot. However, nothing in this paragraph shall be construed to prohibit Declarant, its successors, or assigns from erecting fences where it deems necessary for safety purposes or for the general beautification of the Properties in said Plan.

(l) All Common Areas shall be limited in use to and for and only for parks and recreational purposes and such other purposes authorized by Declarant or its assigns, subject to the provisions of this Declaration and to such rules and regulations as the Declarant or its assigns may impose from time to time.

(m) No vehicle other than passenger automobiles shall be parked on the Properties at any time.

## ARTICLE VII

Staged Developments

Additional land within the area outlined in red on the map attached hereto as Exhibit "A" and made a part hereof and entitled the "Hemlocks II Preliminary Development Plan", and dated May, 1972, may be annexed by the Declarant, its successors and assigns, without the consent of members within fifteen (15) years of the date of this instrument. 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 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 same rights as Owners within the initial Properties subject to this Declaration.

## ARTICLE X

General Provisions

Section 1. Enforcement. Declarant shall be a beneficiary hereof irrespective of whether Declarant is an Owner of any Lot. The Declarant 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 Declarant 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. Right of Mortgagees. Any first mortgagee of any Lot and any improvements erected thereon shall at its option have the right, but not the obligation, to cure any default by any Owner hereunder. The rights granted under this Section 2 of Article X shall be for the benefit of any mortgagee under any mortgage granted for the initial construction or any subsequent refinancing thereof and their respective successors and assigns. Any lien or judgment which may be obtained by the Declarants or any Owner on account of any default or non-compliance by any Owner hereunder shall be subordinated in lien and payment to any mortgage referred to above in this Section 2 of Article X.

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

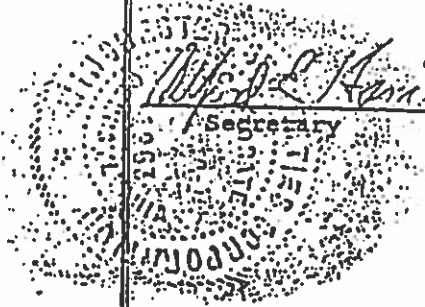
Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-six (26) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless same are terminated at some time after the expiration of the first twenty-six (26) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners. This Declaration may be amended during the first twenty-six (26) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners.

Any instrument terminating or amending this Declaration must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Delcarant herein, has hereunto caused the execution of these presents this 16th day of May, 1972.

ATTEST:

WINCHESTER SECURITIES CORPORATION

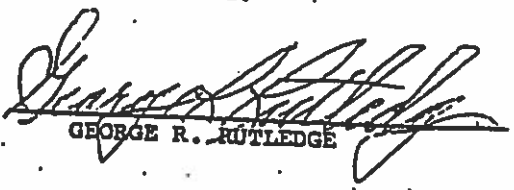


*James J. Henning*  
Secretary


BY *George S. Ledge*  
President

ACKNOWLEDGEMENT

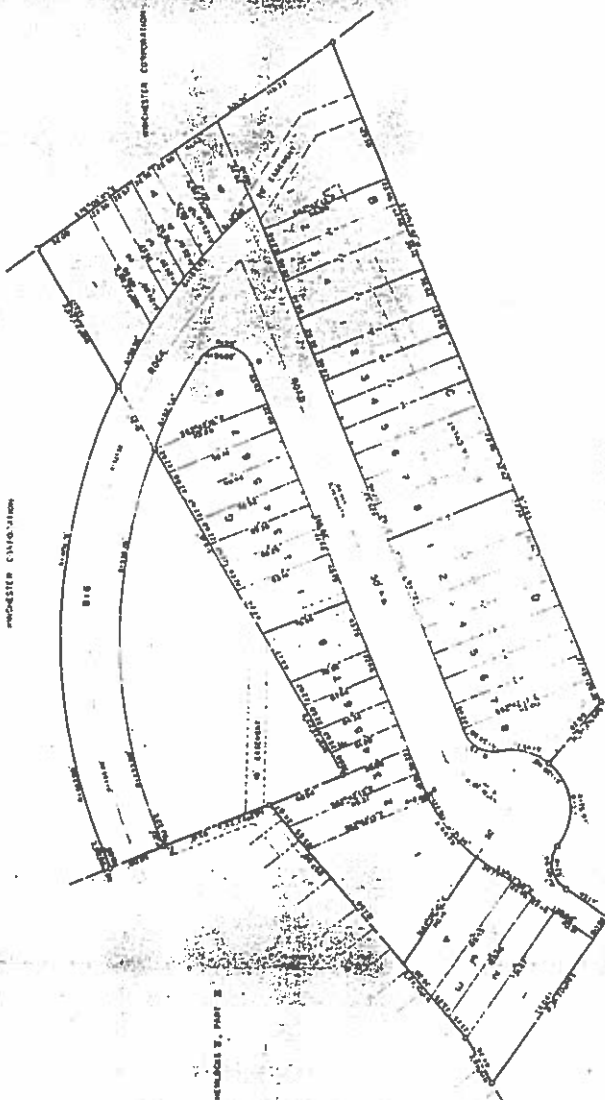
BEFORE ME, the undersigned authority, personally appeared  
GEORGE R. RUTLEDGE, who acknowledged himself to be the President  
of WINCHESTER SECURITIES CORPORATION, a Pennsylvania Corporation,  
and that he being duly authorized to do so, executed the foregoing  
instrument for the purposes therein contained.

  
GEORGE R. RUTLEDGE

SWORN TO and subscribed before me  
this 16th day of May  
1972.

  
\_\_\_\_\_  
NOTARY PUBLIC  
WILMINGTON, DELAWARE  
COMMISSION EXPIRES NOV. 23, 1972  
Member, Delaware Association of Notaries



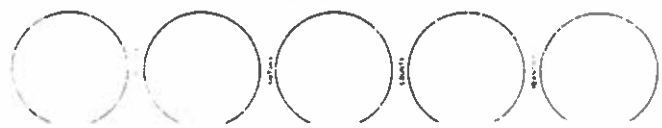


PROPOSED CIVILIZATION

PROPOSED CIVILIZATION

HEMLOCKS II, PART II

SCALE 1/8" = 1'-0"



APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

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APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

*Charles E. Hamilton*  
*Charles E. Hamilton*

*Charles E. Hamilton*  
*Charles E. Hamilton*



APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

*Charles E. Hamilton*  
*Charles E. Hamilton*

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

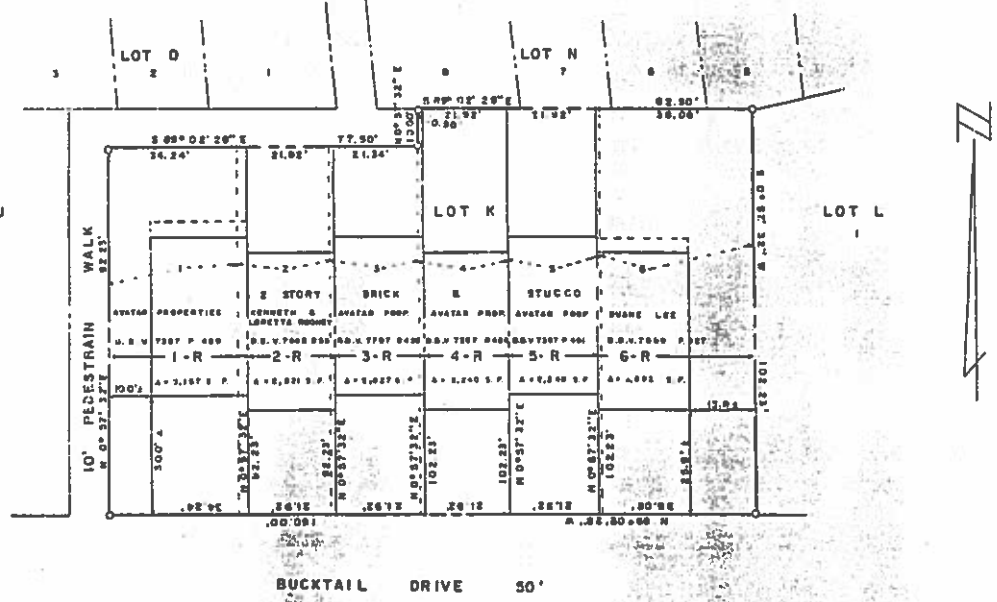
*Michael E. Kallan*  
*Michael E. Kallan*

*Charles E. Hamilton*  
*Charles E. Hamilton*

**HEMLOCKS II PART II**

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA, ON SEPTEMBER 18, 1952.



THESE SIGNATURES AND THE REQUIREMENTS SET FORTH IN SECTION 303 OF THE ALLEGHENY COUNTY SUBDIVISION AND RECONSTRUCTION ACT, AS AMENDED, HAVE BEEN REVIEWED BY THE ALLEGHENY COUNTY PLANNING COMMISSION AND THE ALLEGHENY COUNTY ENGINEERING AND SURVEYING BOARD. THEY HAVE APPROVED THIS PLAN FOR RECORDATION AND CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AND RECORDATION OF THIS PLAN IN THE OFFICE OF THE RECORDER OF DEEDS OF ALLEGHENY COUNTY.

OWNER: Avatar Properties LLC  
 ENGINEER: Steve A. Ladis  
 SURVEYOR: Steve A. Ladis  
 RECORDING OFFICER: Michael A. Della Vecchia

NOTARIAL SEAL AND NOTARIAL SEAL THIS 26th DAY OF December, 1987  
 NOTARY PUBLIC: Steve A. Ladis

NOTARIAL SEAL AND NOTARIAL SEAL THIS 26th DAY OF December, 1987  
 NOTARY PUBLIC: Steve A. Ladis

NOTARIAL SEAL AND NOTARIAL SEAL THIS 26th DAY OF December, 1987  
 NOTARY PUBLIC: Steve A. Ladis



STEVE A. LADIS, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THAT THIS PLAN CORRECTLY REPRESENTS THE PROPOSED IMPROVEMENTS, STREETS AND HIGHWAYS AS SURVEYED AND PLOTTED BY HIM FOR THE OWNERS OR AGENTS.

RECORDED IN THE RECORDER'S OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY IN PLAN BOOK VOLUME 187, PAGE 128

GIVEN UNDER MY HAND AND SEAL THIS 26th DAY OF January, 1988  
 Recorder: Michael A. Della Vecchia

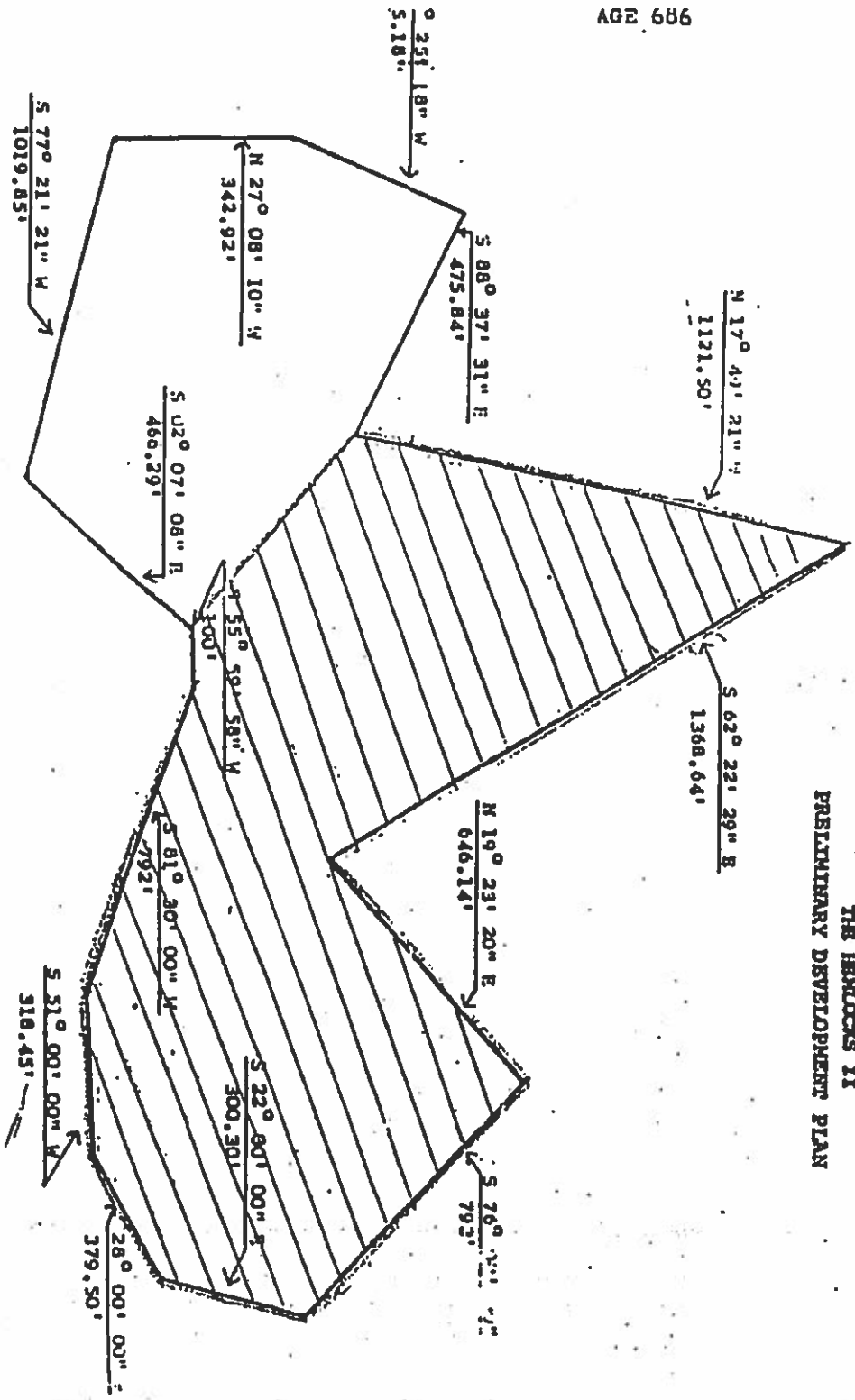
PLAN AREA = 0.357 ACRE ±

ALL SIGNATURES MUST BE IN BLACK INK.

1544

	DATE: DEC 22 1987 SCALE: AS SHOWN PROJECT: RE-SUBDIVISION OF LOT K SHEET NO.: 1 OF 1 JOB NO.: 71-548	<b>RE-SUBDIVISION OF LOT K          HEMLOCKS PART I</b> AS RECORDED IN PLAN BOOK 184-188 SITUATED IN HAMPTON TWP., ALLEGHENY CO., PA. FOR AVATAR PROPERTIES LLC NORTH HILLS ENGINEERING CO. ENGINEERS AND SURVEYORS BARESBY TOWN, PA. 15007 
	JOB NO.: 71-548 SHEET: 1 OF 1	





THE HEYLOCKS II  
 PRELIMINARY DEVELOPMENT PLAN

<p><i>Hemlock</i></p> <p>MAY 25 1972</p> <p>27031</p>	<p>VOL. 5088</p> <p>PAGE 673</p> <p>THE HEMLOCKS II DEVELOPMENT</p>	<p>DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS</p>	<p><i>2003</i> <i>PLAN 407</i></p> <p>CAULEY, BIRSIC &amp; CONFLENTI ATTORNEYS AT LAW 1212 MANOR BUILDING 564 FORBES AVENUE PITTSBURGH, PA. 15219</p> <p><i>PLAN 407</i></p>	<p>P. O. Nasty Co., 425 Fourth Avenue, Pittsburgh, Pa. 15219</p>
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STATE OF PENNSYLVANIA } S. S.  
 COUNTY OF ALLEGHENY }  
 RECORDED IN THE OFFICE OF THE RECORDING OF  
 DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 25th DAY  
 OF May A. D. 1972 IN Deed  
 BOOK VOL. 5088 PAGE 673 WITHIN MY HAND AND SEAL  
 OF SAID OFFICE, THE DAY AND YEAR ABOVE SAID.

*John J. Gill*  
 RECORDER

