

**DECLARATION OF PROTECTIVE COVENANTS
AND BUILDING RESTRICTIONS IN RESPECT OF HIGHLAND ESTATES
SITUATE IN PETERS TOWNSHIP, WASHINGTON COUNTY, PA**

THIS DECLARATION, made and entered into this 29th day of June, 1995, by DOUGLAS D. DANFORTH and JANET P. DANFORTH ("Owners"), the said Douglas D. Danforth hereafter sometimes referred to as the "Developer";

W I T N E S S E T H

WHEREAS, Owners are the owners of certain property ("Property") situate in Peters Township ("Township"), Washington County, Pennsylvania, more fully described on Exhibit "A" attached hereto; and

WHEREAS, Owners have recorded a plan of lots known as Highland Estates (hereinafter called the "Plan"), which Plan has been recorded in the office of the Recorder of Deeds in and for Washington County, Pennsylvania, in Plan Book Volume 25, page 93, which Plan subdivides the property into fifteen (15) lots ("Lots"); and

WHEREAS, the Owners intend to sell and convey the Lots in the Plan subject to this Declaration and the protective covenants and building restrictions herein contained and subjecting the purchaser thereto, to the end that such covenants and restrictions will run with the land and inure to the benefit of, and burden, each and all the Lots and the purchasers of the Lots, their respective heirs, successors and assigns, and will ensure a sound first class residential development; and

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, Owners hereby adopt the following protective covenants and building restrictions to which all Lots shall be subject, and Owners declare that all the Lots will be sold subject to the following protective covenants and building restrictions, which shall run with the land and be binding upon and inure to the benefit of all purchasers of Lots, for themselves and their heirs, successors and assigns:

1. All easements, restrictions, reservations and covenants as shown on the Plan are incorporated by reference and made a part hereof. All Lot owners will be subject to all Township restrictions including those dictated by Conservation District Zoning. All the Lots shall be subject to easements for public utilities, as installed or subsequently installed. Whether or not shown on the Plan, the Owners reserve an easement fourteen (14) feet wide along the rear property line of each Lot for the

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purpose of providing a recreational trail, for hiking, trail biking, etc., as more specifically provided at paragraph 24, and for the future installation of utility lines and other services.

2. All the Lots are to be used solely for single-family residential purposes and no business or commercial activities shall be conducted on any Lot.
3. No trailer, tent, shack, other out-building or ancillary structure, nor any garage or basement, shall at any time be used as a temporary or permanent residence.
4. No dwelling for permanent residence other than one (1) single-family detached dwelling shall be constructed on a Lot.
5. No dwelling containing less than 4,500 square feet exclusive of porch and basement and garage shall hereafter be erected on any Lot, which shall not apply to the existing homes and structures of varying sizes presently situate on Lots 5, 8 and 9.
6. On all Lots, exterior walls of all structures shall be a combination of brick or stone or comparable long-life material, or a natural wood siding or combination of such materials. No aluminum siding may be used on any dwelling constructed on a Lot. All exposed surfaces on the roof of a dwelling shall consist of slate, ceramic tile, cement tile, cedar shake or material of equal quality approved by Developer. On all Lots where exterior walls are exposed below the elevation of the first floor level, the exterior walls of the structure shall be faced with brick, stone, wood or comparable long-life material. In no event shall concrete walls or block be exposed. All proposed building materials for the exterior must be approved by the Developer before start of construction or improvements thereto.
7. All dwellings shall include a garage for not less than three (3) automobiles, except the existing garages on Lots 5, 8 and 9. The entry to each garage shall not face the entrance street and shall be located in the rear or side of the dwelling, unless a different location is approved by Developer because of grading or environmental considerations.
8. No accessory structure, including but not limited to storage sheds, shall be constructed on any Lot except with the written consent of the Developer. Developer will not unreasonably withhold consent to the construction of one storage or other use building of a design compatible with the main dwelling.

9. No dwelling or other accessory structure shall be erected on any Lot except upon the review and written approval, prior to commencement of construction, by the Developer of the final construction plans, specifications, landscaping and grading plans, drawings required to construct the dwelling on, or otherwise improve, the Lot (collectively, the "construction plans"). Two (2) sets of construction plans shall be delivered to the Developer for approval; if approved, one (1) set of approved construction plans will be returned to the owner of the Lot. No owner of a Lot shall apply to the Township for conditional use approval or a building permit without first having received the written approval of the Developer of the construction plans. Developer reserves broad discretion in approving or rejecting the construction plans which will cover not only the specific requirements set forth elsewhere in this Declaration, but will also include aesthetic considerations to assure suitable harmony of the siting, design, materials and color treatments of the dwellings on all the Lots in the Plan. Any construction plans not approved or disapproved within sixty (60) days after receipt thereof by the Developer shall be deemed approved as submitted. If any construction shall remain unfinished eighteen (18) months after the date of such approval, the approval may be rescinded. Any dwelling erected upon a Lot shall remain unoccupied until all construction is substantially completed thereon and a certificate of occupancy is received from the Township.
10. All dwellings shall be set back from roadway on which the Lot fronts by at least 100 feet, and at least 30 feet from each abutting property line, unless Developer grants an exception for reasonable cause, such as the need to allow space to accommodate a septic field or the like.
11. All retaining wall materials shall be compatible with material used in the dwelling, and in no case will cement block walls be acceptable.
12. After approval by Developer of the construction plans, no material change or alteration thereto shall be made without the prior written approval of the Developer. After completion of the construction in accordance with the approved construction plans, no addition shall be constructed or alteration performed without the prior submission to and approval by Developer of new construction plans in the manner provided at paragraph 9. Any such addition or alteration shall be architecturally consistent with the original construction plans approved by the Developer.
13. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Owners reserve the right to

establish and dedicate easements and rights-of-way in, on, over, under, through and around portions of Lots for sanitary sewers, and other utilities, provided the same do not unreasonably interfere with the residential use of the Lot(s). 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 areas of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot, except for those improvements installed and/or maintained by a public authority or utility company, their respective agents, heirs, successors and assigns, which shall have the right to enter upon all parts of such easement areas to conduct such installation and maintenance.

14. All Lots shall be final graded and landscaped in accordance with a detailed grading and landscaping plan comprising part of the construction plans submitted by the Lot owner and approved by the Developer. Landscaping shall be completed within one (1) year after substantial completion of the dwelling.
15. Mature vegetation shall not unnecessarily be disturbed during the building and landscaping process, so that as much of the Lots shall be left in their natural state as reasonably possible. It is recognized that Lots 10 and 11 are heavily wooded and will require some thinning before driveways and dwelling sites can be prepared.
16. All driveways, turning aprons and other vehicular surfaces located on any Lot shall be paved with a hard surface material such as asphalt, belgium block, omnistone, brick, or material of equal quality approved by Developer.
17. No permanent or semi-permanent above-ground swimming pools shall be installed or placed on any Lot; only conventional in-ground pools are acceptable.
18. No commercial vehicles of more than three-quarters of a ton shall be parked, stored or left on or adjacent to any Lot outside of an enclosed garage, except (a) for the purpose of the construction of the dwelling and other improvements on the Lot in accordance with the approved construction plans, or (b) for the purpose of making local deliveries to any such Lot, or (c) for the purpose of repairing or maintaining the Lot and its appurtenances. No boats, motor homes, recreational vehicles, trailers, horse trailers or similar vehicles

shall be parked, stored or left on or adjacent to any Lot outside of an enclosed garage.

19. No commercial animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Plan. A reasonable number of dogs, cats or other household pets may be kept, provided they are not a nuisance and are not kept, bred or intended to any commercial purpose. On those Lots where the terrain and location would permit the keeping of horses without causing a nuisance to the owners of neighboring Lots, the Developer may permit an owner to keep a maximum of two (2) horses for the owner's personal use, provided the owner presents a reasonable plan for the stabling and maintenance of such horses, and provided further that no Township Ordinances or other governmental regulations prohibit such activity.
20. The owner of each Lot shall connect and permanently maintain the dusk-to-dawn exterior pole light which will be provided by the Developer at his initial cost and expense at or near the driveway entrance to each Lot. Any additional lights installed and maintained by each Lot owner shall be of the same design and shall otherwise be consistent with the approved construction plans.
21. No exterior television satellite dishes or any antennas are permitted to be constructed or situated upon any Lot or any structure thereon. No facilities, including poles or wires, for the transmission of electricity, telephone message and the like shall be placed or maintained above the surface of the ground on any Lot, except as existing on Lots 5, 8 and 9, without prior written consent of Developer; provided, however, that the terms of this sentence shall not apply to transformer and telephone junction boxes.
22. All debris resulting from excavation, construction and/or grading of each Lot shall be promptly removed by the owner of the Lot. If requested by Developer, all or any portion of excess fill shall be placed at a location reasonably designated by the Developer.
23. No sidewalks shall be installed by the owner of any Lot along any private or public roadways in the Plan, unless required by the Township.
24. No fences shall be erected on any Lot without prior written approval of Developer as to location, design and materials, and such approval will generally not be granted for a fence constructed in a manner that is prominently visible from the abutting roadway. Invisible (electronic) fences shall not require such prior approval. Notwithstanding the foregoing restriction, the Developer reserves the right to install, at his expense, a white three-rail fence bordering the perimeter of the

Plan and along the property lines separating some or all of the Lots if, in the sole discretion of the Developer, such fencing is practicable or feasible given the existing topography at each location. Such fencing may be installed inside the rear property lines of the Lots in order to provide a fourteen (14) foot wide recreational trail along such rear lines outside such fencing. All such fencing installed by the Developer shall be permanently maintained by the owner of each respective Lot.

25. No noxious or offensive activity, or anything which is or may become a nuisance shall be conducted or carried on upon any Lot.
26. Owners of Lots shall share in the cost of installation, repair and maintenance of any common improvements not otherwise specifically provided for herein, including, but not limited to, sidewalks or other installations required by the Township. The share of each owner shall equal the cost of such improvements located on or immediately abutting such owner's Lot, or if the improvement is of a character that benefits multiple Lots, the share of each owner shall be proportionate to the acreage of such owner's Lot compared to the total acreage of the Lots benefitted.
27. The owner of each of Lots 1 through 11 shall provide for the water supply and sewage treatment for such lot by an individual water well and septic system. Perc tests and septic locations have been approved by the Pennsylvania Department of Environmental Resources. The location and plans for such water well and individual septic systems shall be included in the construction plans for the dwelling to be erected on such lot and submitted to the Developer pursuant to paragraph 9. In the event that public water becomes available on Justabout Road, one mile from Hill Place, along the fronts of Lots 1 through 11, and if Developer or ten (10) residents on Justabout Road desire to convert to such public water supply, the owner of each shall bear his or her share of the cost associated with such a connection.
28. Lots 12, 13, 14 and 15 have public water and sanitary sewer connections available, and the cost of arranging and making such connections shall be the sole responsibility of each of said lot owners.
29. 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.
30. Owners of Lots will be responsible for conforming to the applicable rules and regulations of the Commonwealth of

Pennsylvania Department of Environmental Resources with regard to erosion and sedimentation control during any and all construction activities, which involve earth disturbance, performed within the limits of their Lots.

31. Owners may amend this Declaration and the protective covenants and building restrictions herein so long as the Owners are the owners of any Lots in the Plan; provided that no amendment shall have a material adverse effect on the value of any Lot previously sold. Any amendment after the sale by Owners of the last Lot shall require the written consent of the owners of at least eight (8) Lots. No amendment shall be effective until recorded in the office of the Recorder of Deeds of Washington County.
32. Invalidity of any provision of this Declaration, or any part of any provision hereof, by judgments, decree or order of court shall not affect the other provisions or parts thereof not so invalidated, each of which shall remain in full force and effect to the fullest extent permitted by law. Reference in this Declaration to the plural include the singular, and the singular the plural.
33. This Declaration and the protective covenants and building restrictions set forth herein shall run with the land and shall be binding upon the Owners and the owners of the Lots, and their respective successors, heirs, and assigns for an initial term ending December 31, 2012, after which term this Declaration shall be automatically extended for successive periods of ten (10) years, unless revoked, revised or amended by the action of the owners of at least eight (8) of the Lots in the Plan prior to the expiration of the initial term or each successive period.
34. The Owners, Developer, Township and the owner of each Lot shall have the right to enforce the terms and provisions of the Declaration by proceedings in law or in equity. If a court should determine that there was a violation or intended violation of any of the terms or provisions of this Declaration, the costs and expenses of suit, including attorney's fees, shall be paid by the party or parties found in violation.
35. Neither the Owners nor the Developer shall have any liability to any person or entity for failure to enforce, or as a result of the waiver of, any protective covenant, building restriction or other term or provision of this Declaration. Failure of the Owners/Developer or any person or entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Further, Developer and all other persons and/or entities, if any, to whom any authority is granted by Developer to approve or disapprove any matters set forth herein shall have no

liability for any approvals, disapprovals or other determinations made by Developer or such other persons or entities.

36. Nothing contained in this Declaration is intended to supersede or contradict any Township ordinance, which ordinance shall control over any inconsistent term or provision of this Declaration.
37. Lots will be sold by the Developer only to purchasers for the construction of residences for their personal use and occupancy. If it is determined by the Developer that any purchaser is holding a lot for resale or intends to build a speculative dwelling for resale, the Developer shall have the option to repurchase such lot from such purchaser for the same purchase price paid by such purchaser, without interest.
38. If construction is not commenced on any Lot within two (2) years after its purchase from the Developer, the Developer shall have the option to repurchase such Lot from the purchaser for the same purchase price paid by such purchaser, without interest. The Developer may exercise such option by written notice to the said purchaser at any time after the expiration of such two-year period and prior to the commencement of construction.
39. No Lot in the Plan shall be further subdivided, except Lot 8 which may be subdivided into not more than two (2) Lots by the Owners by appropriate amendment to the Plan and this Declaration, or by a subsequent owner of said Lot 8 subject to the terms, covenants and restrictions set forth herein.
40. The rights, powers and responsibilities of the Owners and Developer hereunder shall cease and terminate upon sale of the last Lot in the Plan or the completion of construction of the last dwelling in the Plan, whichever occurs first.
41. The Developer reserves the right to appoint an Architectural Committee to administer this Declaration and to enforce the protective covenants and building restrictions herein contained on behalf of the Owners and Developer. Such Architectural Committee may consist of one (1) to three (3) members who may, but need not, be owners of Lots in the Plan, and who shall serve at the pleasure of the Developer. In the event of the death or resignation of the Developer, the Owners, or their heirs, successors or assigns, may appoint a successor Developer. In the event the Owners convey title to the Property or the remaining Lots to a corporation or other transferee, the Owners' power to administer this Declaration and to enforce the protective covenants and building conditions

herein contained shall vest in the governing body of such transferee.

42. The Developer also reserves the right in his sole discretion to establish or not to establish a Homeowners Association, a nonprofit corporation, the members of which shall be the owners of all the Lots in the Plan, which shall have the power to administer, coordinate, perform and enforce the powers and obligations of the Lot owners as set forth herein, to manage and maintain the common areas in the Plan, and to assess and collect common charges to cover the expenses of such administration, enforcement, management and maintenance. Such Homeowners Association shall be governed in accordance with By-Laws to be adopted by majority vote of the owners of the Lots, each owner including the Owners to have one vote for each Lot owned.

IN WITNESS WHEREOF, the Owners have hereunto set their hands and seals as of the date first above written.

Witness:

Carole S. Boyer

Douglas D. Danforth
Douglas D. Danforth

Carole S. Boyer

Janet P. Danforth
Janet P. Danforth

Tax I. D. Nos. 540-008-00-00-0042-00
540-008-00-00-0045-00
540-008-00-00-0055-00
540-006-00-00-0018-00

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

On this, the 29th day of June, 1995, before me, the undersigned officer, a Notary Public in and for said County and Commonwealth, personally appeared DOUGLAS D. DANFORTH and JANET P. DANFORTH, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledges that he executed the same for the purpose therein contained.

Douglas D. Danforth
Douglas D. Danforth

Janet P. Danforth
Janet P. Danforth

Sworn to and subscribed
before me this 29th day
of June, 1995.

Constance M. Greiner
Notary Public

Notarial Seal
Constance M. Greiner, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 28, 1998
Member, Pennsylvania Association of Notaries

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AMENDED HIGHLAND ESTATES
PETERS TWP., WASHINGTON CO., PA.

DOUGLAS D. DANFORTH
SCALE: 1" = 200'
DECEMBER, 1993
LAWRENCE R. ELLIOTT SURVEYING INC.

Energy, E $\frac{1}{2}mv^2$ $\frac{1}{2}mv^2$

[illegible]

IX ID NUMBER
243-729-03-00-0012-86
512-072-73-00-2913-00
340-006-00-00-0025-00
242-736-00-00-0013-00
510-008-00-00-0044-00
352-008-00-00-0001-00

This Deed

Made the 23rd day of October, 2003,

Between DONALD A. MOSITES and DONNA O. MOSITES ("Grantors") and MEADOWLARK PROPERTIES, LTD. a Pennsylvania Limited Partnership with offices at 119 Will Scarlet Road, McMurray PA 15317 ("Grantee").

Witnesseth, that the said Grantors, in consideration of the sum of NINE HUNDRED EIGHTY THOUSAND (\$980,000.00) DOLLARS, now paid by the said Grantee, receipt of which is hereby acknowledged, does hereby grant and convey unto the said Grantee and to its successors and assigns,

ALL those certain parcels of land situate in the Township of Peters, County of Washington and Commonwealth of Pennsylvania, being all of Lots Nos. 4A and 5A in Amended Highland Estate Plan, of record in the Recorder's Office of Washington County in Plan Book Volume 28, page 23.

BEING designated as tax parcel 540-008-20-00-0004-00.

Title to the above described property is vested in Donald A. Mosites and Donna O. Mosites husband and wife, by the following deeds:

- (a) Deed of Douglas D. Danforth and Janet P. Danforth, husband and wife, dated June 29, 1995 and recorded in Deed Book Volume 2717, page 347.
- (b) Deed of Douglas D. Danforth and Janet P. Danforth, husband and wife, dated July 15, 1996 and recorded in Deed Book Volume 2979, page 78.
- (c) Deed of Barbara D. Osburn, Debra D. Sullivan and Douglas D. Danforth, Jr., dated September 13, 1999 and recorded at instrument no. 199966585.

SUBJECT to the conditions set forth on the aforesaid Highland Estates Plan of Lots and to the covenants and restrictions set forth in the Declaration of Protective Covenants and Building Restrictions in Response of Highland Estates dated June 29, 1995 and recorded in said Recorder's Office in Deed Book Vol. 2713, page 182.

ALL SUBJECT further to rights-of-way, coal, oil and gas leases, and other mineral rights heretofore conveyed, excepted or reserved by instruments of record.

TOGETHER WITH, all and singular, the ways, rights, easements, licenses, waivers, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, in law, equity, or otherwise, howsoever, of, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the same unto and for the use of the said Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their successors and assigns, do by these presents, covenant and agree to and with the Grantee, its successors and assigns, that Grantors, their successors and assigns, all and singular, shall and will warrant and defend generally the property hereby conveyed against any and all persons lawfully claiming the same, or any part thereof.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICES DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand and seal of the said Grantors

WITNESS:

Pamela J Davis

Donald A. Mosites (SEAL)
DONALD A. MOSITES

Pamela J Davis

Donna O Mosites (SEAL)
DONNA O. MOSITES

COMMONWEALTH OF PENNSYLVANIA)

) ss:

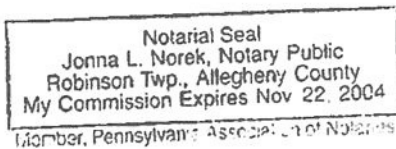
COUNTY OF ALLEGHENY)

On this the 23rd day of October, 2003, before me, a notary public, the undersigned officer, personally appeared Donald A. Mosites and Donna O. Mosites, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

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

Jonna L. Norek
Notary Public

My Commission Expires:



CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee is 119 Will Scarlet Road,
McMurray, PA 15317.

Donna J. Davis
For Grantee

13 182
INST TYPE : COVENANTS & RES

KATHY M. MCCULLOUGH-TESTA
WASHINGTON COUNTY
COUNTY COURTHOUSE ROOM 107
WASHINGTON PA 15301

RECORDING FEE 23.50
STATE WRIT TAX 0.50
ADDITIONAL PARCELS 1.50

TOTAL FEES 25.50

CHECK # 750998 25.50
TOTAL PAID 25.50
CHANGE 0.00

RECEIVED FROM:
COMMONWEALTH LAND TITLE INS CO
RON PICK UP COUNTER

RETURN TO:
COMMONWEALTH LAND TITLE INS CO
90 W CHESTNUT ST
WASHINGTON PA 15301

Commonwealth of Pennsylvania)
County of Washington)

Recorded on JULY 03, 1995 at
02:38 o'clock PM
of DEED INDEX
on D 2713 182

Kathy M. McCullough-Testa

By: _____
RECORDER OF DEEDS
WASHINGTON COUNTY

This sheet includes required recording and tax information and is part of the
official record. DO NOT DETACH

[Signature]