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I hereby CERTIFY  
that this document is  
recorded in the  
RECORDER'S OFFICE  
of Westmoreland County  
Pennsylvania

*Tom Murphy*  
Tom Murphy • Recorder of Deeds

DECLARATION OF HERITAGE ESTATES PHASE II

JOHN L. CHAFFO, JR. ESQUIRE  
220 GRANT STREET  
3RD FLOOR  
PITTSBURGH, PA 15219

Instr: 200202080009636 02/08/2002  
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DECLARATION  
Heritage Estates Phase II

ARTICLE I  
SUBMISSION: DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Heritage Estates, L.P., a Pennsylvania limited partnership and Alan D. Latta and Gwendolyn J. Latta ("Declarant"), owners in fee simple of the real estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Municipality of Murrysville, Westmoreland County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the terms and conditions of this Declaration, and hereby creates with respect to the Property a planned community, to be known as Heritage Estates Phase II (the "Community").

Section 1.2 Application of Uniform Planned Community Act. The Community is exempt from compliance with all of the terms and conditions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et.seq. (the "Act"), as amended, pursuant to Section 5102(a)(2) of the Act, and shall only be subject to and require to comply with those provisions of the Act listed in said Section 5102(a)(2).

Section 1.3 Easements, Licenses and Reserved Rights.

1.3.1 Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses listed on Exhibit "B" attached hereto.

Section 1.4 Defined Terms

1.4.1 The following terms shall have specific meanings herein as follows:

a. "Association" means the Heritage Estates Phase II Community Association.

b. "Building(s)" means any building(s) constructed on a Unit by or at the direction of the Unit Owner, or constructed on the Common Facilities by or at the direction of the Declarant and/or the Association and included or to be included in the Property.

c. "Bylaws" shall mean the Bylaws of the Association, as the same may be adopted and amended from time to time.

d. "Class A Member" means every Class A Unit Owner, who shall, upon becoming a Class A Unit Owner, become a Class A Member of the Association. If more than one person or entity is a Class A Unit

Owner for the same Unit, all shall be Class A Members of the Association, with such voting rights as are provided in the Bylaws of the Association.

e. "Class A Unit Owner" means an owner of a Unit other than a Class B Unit Owner, and the Declarant, until such time as the Declarant no longer has any ownership interest in any Units. Any person purchasing a Unit from a Class B Unit Owner after construction of a single family residential Building thereon shall be a Class A Unit Owner.

f. "Class B Member" means every Class B Unit Owner, who shall, upon becoming a Class B Unit Owner, become a Class B Member of the Association. If more than one person or entity is a Class B Unit Owner for the same Unit, all shall be Class B Members of the Association, with such membership rights as are provided in the Bylaws of the Association.

g. "Class B Unit Owner" means an Owner of a Unit who purchased said Unit with the intent of either: i) constructing a single family residential Building thereon for sale to a third party (a contractor); or ii) having a single family residential Building constructed thereon in which the Unit Owner would reside.

h. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.

i. "Common Facilities" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Facilities in the Community at the time of this Declaration include open space. The parkland area shown on the Subdivision of Heritage Estates Phase II known as "open space" is dedicated to the Municipality of Murrysville ("Municipality"), but the Municipality has reserved the right to transfer the parkland to the Association at any time. If the Municipality does transfer the parkland to the Association, it would become a part of the Common Facilities.

j. "Community" means the Community described in Section 1.1 above.

k. "Declarant" means the Declarant described in Section 1.1.

l. "Declaration" means this document, as the same may be amended from time to time.

m. "Executive Board" means the Executive Board of the Association.

n. "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community.



o. "Insurance Expenses" means the expenses incurred by the Association for insurance on the Common Facilities of the Community. Insurance Expenses will be assessed against both the Class A Unit Owners and the Class B Unit Owners.

p. "Percentage Interest" means the undivided ownership interest held by each Class A Unit Owner in the Common Facilities appurtenant to each Unit as set forth in Exhibit "B" attached hereto and incorporated herein by reference, as the same may be amended from time to time.

q. "Property" means the Property described in Section 1.1 above.

r. "Rules and Regulations" means such Rules and Regulations as are adopted by the Executive Board of the Association and affect the use and occupancy of the Community and the Common Facilities.

s. "Subdivision" means the Plan of Subdivision for the Community filed of record in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania in Instrument Number 200110120056112, a copy of which is attached hereto as Exhibit "C".

t. "Unit" means that portion of the Community designated for separate ownership or occupancy.

u. "Unit Owner" means Declarant and such other persons or entities which hold title to one or more Units in the Community, including Class A Unit Owners and Class B Unit Owners. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

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

Section 2.1 Percentage Interests.

2.1.1 Once all Units are owned by Class A Unit Owners, each Unit owned by a Class A Unit Owner shall have a Percentage Interest in the Common Facilities, and be required to pay a share of the Common Expenses associated therewith, equivalent to such Percentage Interest. Attached as Exhibit "D" hereto is a list of all Units by their Identifying Numbers and stating the Percentage Interest associated with such Unit when all Units are owned by a Class A Unit Owners.

2.1.2 Class B Unit Owners have no Percentage Interest in the Common Facilities, but shall be responsible for a pro rata share of all Insurance Expenses.

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

2.2.1 A Class B Unit Owner who is a contractor shall only remain as a Class B Unit Owner until the earlier of: i) resale of the Unit to a third party after construction of a single family residential Building thereon; or ii) eighteen (18) months after becoming a Class B Unit Owner.

2.2.2 A Class B Unit Owner who purchased the Unit with the intent of residing therein shall only remain a Class B Unit Owner until the earlier of: i) transfer of the Unit to a Class A Unit Owner; or iii) eighteen (18) months after becoming a Class B Unit Owner.

2.2.3 The Class B Unit Owner who has not satisfied the conditions stated in subsection i) of paragraphs 2.2.1 or 2.2.2 above, as the case may be, shall, at the expiration of said eighteen (18) month period, automatically become a Class A Unit Owner, subject to all rights and obligations of Class A Unit Owners thereafter.

Section 2.3 Voting Rights. Each Unit held by a Class A Unit Owner shall have one (1) vote in the Association. Cumulative voting shall not be permitted for the election of members of the Executive Board. Units held by Class B Members shall not have voting rights in the Association, but shall be given notice of all meetings of the Association and shall have the right to attend all meetings of the Association, and a representative of the Class B Unit Owners shall have the right to speak at all meetings of the Association.

Section 2.4 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Subdivision of the Community.

Section 2.5 Maintenance Responsibilities. The Unit Owner shall be responsible for all maintenance, repair and/or replacement associated with that Unit Owner's Unit, and the Association shall be responsible for all maintenance, repair and/or replacement associated with the Common Facilities, unless the same shall have been caused by the negligent or intentional act of a Unit Owner and/or his/her family, guests or other invitees. In such case, the Association shall perform all maintenance, repair and/or replacement work required, and shall assess all costs thus incurred against the Unit Owner.



ARTICLE III  
EASEMENTS

Section 3.1 Additional Easements. The following easements are hereby created:

3.1.1 Offices and Models. Declarant shall have the right to assign to Class B Unit Owners the right to maintain sales offices, management offices and models throughout the Property, on their respective Unit(s). Declarant reserves the right, for itself and its assigns, to place one or more management and/or sales offices on any portion of the Common Facilities in such manner, of such size and in such locations as Declarant or its assignee deems appropriate. Declarant or its assignee may from time to time relocate management and/or sales offices to different locations within the Common Facilities. Declarant or its assignee shall have the right to remove any such management and/or sales offices from the Common Facilities at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

3.1.2 Utility Easements. The Units and Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this subsection 3.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Facilities. Notwithstanding the foregoing provisions of this subsection 3.1.2, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit.

3.1.3 Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Facilities and portions of any Unit not within the buildable area of a Unit for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this subsection 3.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

3.1.4 Easements for Encroachment. To the extent that any Unit or any of the Common Facilities encroaches on any other Unit or any of the Common Facilities, a valid easement for the encroachment exists.

3.1.5 Declarant's Easement for Signs. Declarant reserves for itself an easement on, under and over all Units owned by Declarant and/or the Common Facilities for placement, maintenance and removal of signs advertising Units in the Community owned by Declarant for sale or lease.

3.1.6 Easement to Facilitate Completion. Declarant reserves an easement on, under and over the Common Facilities as reasonably required to discharge Declarant's obligations hereunder, and each Unit Owner and its agents, contractors and invites shall have a nonexclusive easement through the Common Facilities as is reasonably required to construct, repair and renovate that Unit Owner's Unit.

3.1.7 Easement for Adjacent Landowners. Declarant reserves an easement on, under and above the Common Facilities, for the benefit of adjacent landowners, upon satisfaction of the following conditions:

a) Title to the area shown on the Subdivision of the Community as Heritage Estates Phases III and subsequent phases is vested in Declarant;

b) Declarant develops Heritage Estates Phase III and subsequent phases as planned communities, and files a declaration for each of Heritage Estates Phase III and subsequent phases which requires the Unit Owners in each of Heritage Estates Phases II and III and subsequent phases to share in the Common Expenses of the Community on a pro rata basis and to abide by any Rules and Regulations adopted by the Executive Board.

ARTICLE IV  
AMENDMENT OF DECLARATION

Section 4.1 Amendment Generally. This Declaration may be amended only upon the vote of 67% of all the Unit Owners at the time of the proposed amendment.

ARTICLE V  
USE RESTRICTIONS

Section 5.1 Use and Occupancy of units and common facilities. The construction on, and subsequent occupancy and use of the Units and Common Facilities shall be subject to the following restrictions and covenants. Reasonable Rules and Regulations not in conflict with this Declaration, concerning the use and enjoyment of the Property, may be promulgated and amended from time to time by the Executive Board consistent with the Bylaws of the Association. Copies of the then current Rules and Regulations and any amendments



thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. Initial Rules and Regulations shall include the following:

5.1.1 No part of the Property other than the Common Facilities shall be used for any use other than single family housing for residential purposes for which the property was designated except as otherwise provided.

5.1.2 No structure, building or improvement may be constructed on the Common Facilities except as is or will be consistent with the use of the Common Facilities for the recreation and enjoyment of the members of the Association. The common facilities may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Facilities, or any woodlands thereon.

5.1.3 Except as hereinafter provided, no Building may be erected or maintained on any Unit other than a detached single family dwelling and its appurtenant garage, with the exception of those Units upon which the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices.

5.1.4 No two (2) single family residential Buildings located within five hundred (500) feet of each other with front yards on the same street shall be constructed using the same external architectural design. Single family residential Buildings containing the same external architectural design and located within five hundred (500) feet of each other are permitted if their respective front yards are on different streets. All split entry and ranch houses shall have a minimum of 1,250 square feet of living space, as measured on the exterior of the foundation walls, not including any garages, patios, porches or storage spaces. All two-story houses shall have a minimum of 1,800 square feet of living space, as measured on the exterior of the foundation walls, not including any garages, patios, porches or storage spaces.

5.1.5 No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

5.1.6 No Building in the process of construction shall be used or occupied as a residence until the exterior construction of the Building as a single family residence shall have been completed. No basement, garage or other structure other than the single family residential Building for which plans have been approved as herein provided shall be used as a residence or occupied temporarily or permanently.

5.1.7 Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise,



designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

5.1.8 Except as to the Declarant or its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold Units belonging to Declarant, and on any part of the Common Facilities, and for Class B Unit Owners to place "For Sale" signs on any Unit on which said Class B Unit Owner is building a residential structure for resale. A Class A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit.

5.1.9 No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a committee comprised of Nickolaus Latta, Gwendolyn Latta and Margaret Faidley, or by a representative designated by a majority of the members of said committee; provided, however that such committee may designate its duties and responsibilities to the Association at any time, at which point the Association shall be responsible for appointing successor members to the committee. Any approval granted by such committee shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the original committee and of its designated representative shall cease on the later of January 1, 2010 or such date as the Association shall appoint representatives to perform the duties of such committee, and a written instrument is duly recorded evidencing the transfer of responsibility for such review to the Association.

5.1.10 No Building or any part thereof may be erected on any Unit nearer to the front lot line and any side street than the Building setback lines shown on the Plats and Plans. No Building shall be erected nearer than ten (10) feet to the side line of any Unit. No Building shall be erected on a Unit until a plot plan showing the location of the Building on the Unit shall have been approved by the municipal engineer.

5.1.11 No trailer or tent shall be placed on any unit. No shed may be erected on any Unit without the prior written consent of the committee named in paragraph 5.1.9 or its successor as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Unit nearer the street on which said Unit abuts than the nearest wall of the Building erected thereon.

5.1.12 All foundations for individual Buildings to be constructed on a Unit shall be brick to grade on all four (4) sides.

5.1.13 No more than seventy-five percent (75%) of the mature woodlands and hardwoods on a Unit may be disturbed in the erection of any Building on a Unit unless the same have been approved in advance by the committee named in paragraph 5.1.9 or its successor.

5.1.14 No fence shall be erected on any Unit without the written consent of the committee named in paragraph 5.1.9 and no fence shall be built to a height greater than four feet (4) unless required by the ordinances of the Municipality of Murrysville, and approved as to aesthetics by the committee named in paragraph 5.1.9.

5.1.15 All driveways installed on a Unit shall be composed of asphalt, concrete, brick or other equivalent material, and shall be completed at the same time as completion of the single family residential Building on the Unit, weather permitting, but in no event, later than twenty-four (24) months after completion of the single family residential Building constructed on the Unit.

5.1.16 There shall be no obstruction of the Common Facilities, nor shall anything or any structure be stored in or on the Common Facilities without the prior consent of the Executive Board, except as herein expressly provided.

5.1.17 Nothing shall be done or kept in or on any Unit or the Common Facilities which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

5.1.18 No Unit Owner shall permit anything to be done or kept in or on the Unit or the Common Facilities which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be



committed in the Common Facilities.

5.1.19 No obnoxious or offensive activity shall be maintained in or on any Unit or the Common Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or residents of any Building constructed on a Unit.

5.1.20 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Common Facilities. The Common Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

5.1.21 No Unit Owner, nor anyone residing or otherwise on a Unit or a Building constructed on a Unit, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

5.1.22 The walks and entrances of each Unit shall not be obstructed or encumbered or used for any person other than ingress and egress to and from a Unit.

5.1.23 No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board. The Executive Board may remove, without notice, any such aerial, antenna, wiring and/or satellite dish erected or installed in violation of the Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite.

5.1.24 No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in or on a Unit unless installed on a approved deck or patio attached to the single family residential Building constructed on the Unit, without prior written consent of the Executive Board.

5.1.25 Only normal household pets will be permitted in a Building constructed on a Unit, on a Unit and/or on the Property. In no event shall any pet be permitted in any outside area to run freely and all such pets must be under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Facilities. No lines, chains, dog house or other pet shelters shall be permitted on any portion of the Common Facilities. All pets must be properly licensed and vaccinated. No Unit Owner shall permit his or her animal to disturb any other Unit Owner. If any pets becomes a nuisance to any of the Unit Owners, then upon written application of a Unit Owner to the Executive Board, if a majority of the Executive Board shall so vote, the Executive Board shall order the permanent removal of the pet from the property, and the Owner of said pet shall permanently remove said pet within fifteen (15) days



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after receipt of such order.

5.1.26 No commercial trucks, trailers or vans may be parked in the Community for more than the time required to make a delivery to, pick-up from, or repair to a Unit or part thereof, or as part of the construction or repair of any structure on or contents of a Unit or the Common Facilities. No repairs, except minor repairs taking less than twenty-four (24) hours, may be made to automobiles on a Unit. No recreational vehicles may be parked on a Unit for more than twenty-four (24) hours except in a location approved by the Executive Board.

5.1.27 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.

5.1.28 No basketball poles or basketball goals affixed to any pole, structure or apparatus shall be placed in the front yard of any Unit, except that a basketball pole may be erected directly adjacent to a Unit's concrete driveway, within ten (10) feet of the garage on that Unit.

5.1.29 The committee named in paragraph 5.1.9 above shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in paragraphs 5.1.4, 5.1.11, 5.1.13, 5.1.14 and/or 5.1.15 hereof in respect to all of the said Units or in respect to anyone one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2010 and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

ARTICLE VI  
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT;  
MASTER ASSOCIATION

Section 6.1 Common Expenses. Until such time as the first occupancy permit has been issued for occupancy within the Community, no Common Expense assessments shall be made. Thereafter, Common Expense assessments for all Common Expenses shall be assessed against Class A Unit Owners in accordance with their Percentage Interests. Insurance Expenses shall be assessed against both Class A Unit Owners and Class B Unit Owners on a pro rata basis.

Section 6.2 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in such manner as the Executive Board shall determine. Special assessments shall be due and payable as

determined by the Executive Board.

Section 6.3 Priority of lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

Section 6.4 Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses shall be held by the Association as reserves for future Common Expenses.

Section 6.5 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Facilities, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 6.6 Master Association. In the event that Declarant obtains title to and develops any or all of Heritage Estates Phase II, Heritage Estates III and/or the Condominium, all of the Associations for each such community shall have the right to form a Master Association for management of all their communities, upon the majority vote of each such Association.

ARTICLE  
DECLARANT'S RIGHTS AND WARRANTIES

Section 7.1 Control.

a) Until the 60th day after twenty-five (25%) of the Units are owned by Class A Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the executive Board elected by Class A Unit Owners other than Declarant.

b) Not later than 60 days after twenty-five percent (25%) of the Units are owned by Class A Unit Owners other than Declarant, two of the five members of the Executive Board shall be elected by the Class A Members of the Association other than Declarant.

c) Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) sixty days after seventy-five percent (75%) of the Units are owned by Class A Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Class A Members of the Association (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.



Section 7.2 Structural Warranties. DECLARANT SHALL WARRANT AGAINST STRUCTURAL DEFECTS IN ALL OF THE COMMON FACILITIES. FOR THE PURPOSES OF THIS PARAGRAPH, "STRUCTURAL DEFECTS" MEANS THOSE DEFECTS IN COMPONENTS CONSTITUTING ANY COMMON FACILITY WHICH REQUIRE REPAIR, RENOVATION, ALTERATION OR REPLACEMENT AND EITHER (A) REDUCE THE STABILITY OR SAFETY OF THE COMMON FACILITY BELOW ACCEPTABLE STANDARDS, OR (B) RESTRICT THE NORMAL INTENDED USE OF ALL OR ANY PART OF THE COMMON FACILITY AND WHICH REQUIRE REPAIR, RENOVATION, RESTORATION OR REPLACEMENT.

DECLARANT FURTHER WARRANTS THAT ALL GRADING WORK DONE ON THE UNITS WAS DONE IN A PROPER WORKMANLIKE MANNER CONSISTENT WITH ALL STANDARDS IN THE INDUSTRY. DECLARANT MAKES NO STRUCTURAL OR OTHER WARRANTIES OTHER THAN A WARRANTY OF TITLE, TO ANY UNIT OWNER.

THE FOREGOING WARRANTIES SHALL NOT BE CONSTRUED TO MAKE DECLARANT RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE COMMON FACILITIES. THE WARRANTY DESCRIBED ABOVE, AS TO EACH COMMON FACILITY AS TO WHICH THE DECLARANT MAKES THIS WARRANTY, BEGINS ON THE DATE OF COMPLETION OF SUCH COMMON FACILITY AND CONTINUES FOR A PERIOD OF TWO (2) YEARS THEREAFTER.

THESE ARE THE ONLY WARRANTIES GIVEN TO UNIT OWNERS BY DECLARANT, EXCEPT THE WARRANTY OF TITLE. EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED AS TO SYSTEMS, APPLIANCES OR EQUIPMENT. DECLARANT DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE UNIT, AND APPURTENANCES THERETO, BECAUSE, WITH THE EXCEPTION OF THE COMMON FACILITIES, DECLARANT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION IN THE COMMUNITY.

EACH UNIT OWNER SHALL CONSTRUCT OR SECURE THE CONSTRUCTION OF A SINGLE FAMILY RESIDENTIAL BUILDING ON THE UNIT OWNER'S UNIT AND SHALL ONLY LOOK TO THE ENTITY CONSTRUCTING SUCH BUILDING FOR STRUCTURAL AND OTHER WARRANTIES RELATIVE TO SUCH BUILDING AND ITS CONTENTS. DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REFERENCE TO ANY BUILDING OR OTHER IMPROVEMENT CONSTRUCTED ON A UNIT, EXCEPT AS HEREIN STATED.

ARTICLE VIII  
LIMITATION OF LIABILITY

Section 8.1 Standard of Conduct.

a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.



b) In discharging the duties of their respective positions, the executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 8.2 Good Faith Reliance. In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

c) A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit conference.

An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 8.3 Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 9.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 8.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or

imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 9.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 8.5 Directors and Officers Insurance. The Executive Board shall have the right to obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 8.4 above, if and to the extent available at reasonable cost, and determined appropriate by the Executive Board.

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Tom Murphy T20020308445  
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IN WITNESS WHEREOF, the said Heritage Estates, L.P. has caused its name to be signed to these presents by its general partner on this 31st day of January, 2002.

Heritage Estates, L.P., a Pennsylvania limited partnership, by Heritage Estates, Inc., a Pennsylvania corporation, its general partner

By: *James J. Latta*  
Title: *President*





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IN WITNESS WHEREOF, the said, Alan D. Latta and Gwendolyn J. Latta, husband and wife, has caused their names to be signed to these presents for the purposes contained therein.

WITNESS

*[Handwritten Signature]*  
 as to both

*[Handwritten Signature]*  
 ALAN D. LATTA

*[Handwritten Signature]*  
 GWENDOLYN J. LATTA



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EXHIBIT A

SUBMITTED REAL ESTATE

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EXHIBIT B

EASEMENTS

---

EXHIBIT C

SUBDIVISION

---

EXHIBIT D

PERCENTAGE INTERESTS AND IDENTIFYING NUMBERS

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EXHIBIT "A"

ALL that certain lot or piece of ground situate in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point at the Southeasterly corner of Parcel "B", Phase I, as recorded in Heritage Estates Plan of Lots Phase I, as recorded in Plan Book Volume 91, Pages 1711-1715, and on the line of N/S James Hill; thence from said point North  $34^{\circ} 45' 59''$  West a distance of 159.394 feet to a point; thence North  $05^{\circ} 26' 41''$  East a distance of 22.691 feet to a point; thence North  $30^{\circ} 46' 57''$  West a distance of 52.587 feet to a point; thence North  $41^{\circ} 09' 37''$  West a distance of 53.746 feet to a point; thence North  $52^{\circ} 23' 12''$  West a distance of 100.855 feet to a point, the true point of beginning; thence North  $41^{\circ} 01' 37''$  West, a distance of 105.042 feet to a point; thence North  $29^{\circ} 16' 31''$  West a distance of 235.305 feet to a point on the line of Phase I in said Plan; thence along the line of Phase I in said Plan North  $60^{\circ} 43' 29''$  East a distance of 150.000 feet to a point; thence North  $29^{\circ} 16' 31''$  West a distance of 30.947 feet to a point; thence North  $60^{\circ} 43' 29''$  East a distance of 200.00 feet to a point; thence South  $29^{\circ} 16' 31''$  East a distance of 150.000 feet to a point; thence North  $71^{\circ} 35' 17''$  East a distance of 186.806 feet to a point on the Line of Parcel "A" in said Plan; thence along Parcel "A" the following courses and distances: South  $51^{\circ} 22' 14''$  East a distance of 83.836 feet to a point; thence North  $82^{\circ} 14' 35''$  East a distance of 187.858 feet to a point; thence North  $32^{\circ} 49' 40''$  East a distance of 226.302 feet to a point; thence North  $04^{\circ} 31' 08''$  East a distance of 161.083 feet to a point; thence North  $23^{\circ} 04' 00''$  West a distance of 374.922 feet to a point on the line of N/F Edward and Mary Blasakovic; thence along the line of said Blasakovic North  $66^{\circ} 56' 00''$  East a distance of 589.743 feet to a point on the dividing line of Parcel "B", Phase III, thence along said dividing line the following courses and distances: South  $25^{\circ} 03' 31''$  East a distance of 285.025 feet to a point; thence South  $06^{\circ} 37' 14''$  East a distance of 385.786 feet to a point; thence by an arc curving to the right, having a radius of 425.00 feet, with an arc length of 116.168 feet, to a point; thence South  $07^{\circ} 36' 10''$  West a distance of 80.987 feet to a point; thence South  $26^{\circ} 52' 42''$  East a distance of 214.273 feet to a point; thence South  $71^{\circ} 53' 52''$  West a distance of 39.972 feet to a point; thence South  $17^{\circ} 21' 40''$  East a distance of 199.483 feet to a point; thence South  $72^{\circ} 38' 20''$  West a distance of 749.189 feet to a point; thence by an arc curving to the right, with a radius of 225.00 feet and an arc length of 154.752 feet, to a point at the end of Phase III; thence North  $67^{\circ} 57' 14''$  West a distance of 225.479 feet to a point; thence by an arc curving to the right, having a radius of 175.00 feet and an arc length of 34.824 feet, to a point; thence North  $56^{\circ} 33' 08''$  West a distance of 220.168 feet to a point; thence by an arc curving to the right, with a radius of 175.000 feet and an arc length of 31.057, to a point; thence South  $43^{\circ} 36' 58''$  West a



distance of 144.409 feet to a point on the line of Parcel "B", Phase IV, the true place of beginning.

and

ALL that certain lot or piece of ground situate in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point at the Northeasterly corner of Lot 3 in the Hodson Acres Plan of Lots as recorded in Plan Book Volume 83, Page 56; thence North  $67^{\circ} 50' 47''$  East a distance of 145.987 feet to a point; thence North  $06^{\circ} 30' 48''$  East a distance of 150.211 feet to a point; thence North  $79^{\circ} 09' 30''$  West a distance of 160.900 feet to a point; thence North  $10^{\circ} 48' 12''$  East a distance of 130.138 feet to a point on the Northerly right of way line of Cypress Drive, the true place of beginning; thence along said Cypress Drive the following courses and distances: by an arc curving to the right, having a radius of 175.00 feet, with an arc length of 90.108 feet, to a point; thence North  $49^{\circ} 41' 42''$  West a distance of 212.515 feet to a point; thence North  $40^{\circ} 18' 18''$  East a distance of 204.763 feet to a point; thence South  $60^{\circ} 14' 24''$  East a distance of 197.451 feet to a point; thence South  $79^{\circ} 11' 48''$  East a distance of 218.217 feet to a point; thence North  $40^{\circ} 55' 57''$  East a distance of 14.139 feet to a point; thence South  $49^{\circ} 04' 03''$  East a distance of 219.342 feet to a point to the Northerly right of way line of Cypress Drive; thence along said Cypress Drive the following courses and distances: South  $40^{\circ} 55' 57''$  West a distance of 79.590 feet to a point; thence South  $40^{\circ} 55' 57''$  West a distance of 79.590 feet to a point; thence by an arc curving to a right, with a radius of 200.000 feet and a length of 156.741 feet to a point; thence North  $79^{\circ} 11' 48''$  West a distance of 251.599 feet to a point, the true place of beginning.

and

ALL that certain lot or piece of ground situate in the Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point at the Southeasterly corner of Lot 5 in the Albert Lardo Plan of Lots as recorded in Plan Book Volume 91, Pages 1574-1575; thence from said point of beginning along the line of Lot 5 in said Plan North  $53^{\circ} 13' 27''$  West a distance of 689.099 feet to a point; thence South  $74^{\circ} 39' 32''$  West 100.00 feet to a point on the line of Parkland 1, as recorded in the Heritage Estates Plan of Lots Phase I, as recorded in Plan Book Volume 91, Pages 1711-1715; thence along the line of said Parkland 1 the following courses and distances: thence North  $67^{\circ} 50' 47''$  East a distance of 145.987 feet to a point; thence North  $06^{\circ} 30' 48''$  East a distance of 150.211 feet to a point; thence North  $79^{\circ} 09' 30''$  West a distance of 160.900 feet to a point; thence North  $10^{\circ} 48'$

12" East a distance of 80.138 feet to a point on Parcel "B", Phase IIA the following courses and distances: thence South 79° 11' 48" East a distance of 261.775 feet to a point; thence by an arc curving to the left, having a radius of 200.000 feet, with an arc length of 208.988 feet, to a point; thence North 40° 55' 57" East a distance of 41.674 feet to a point on the line of Phase I in the Heritage Estates Phase I Plan of Lots, thence along the line of Phase I the following courses and distances: South 49° 04' 03" East a distance of 30.000 feet to a point; thence South 35° 33' 26" East a distance of 112.397 feet to a point; thence North 54° 26' 34" East a distance of 45.857 feet to a point; thence North 40° 55' 57" East a distance of 95.340 feet to a point; thence South 29° 16' 31" East a distance of 32.359 feet to a point on the line of Parcel "B", Phase IIB; thence along the line of Parcel "B", Phase IIB South 29° 16' 31" East a distance of 235.305 feet to a point; thence South 41° 01' 37" East a distance of 105.042 feet to a point; thence leaving the line of Parcel "B", Phase IIB South 52° 23' 12" East a distance of 100.855 feet to a point; thence South 41° 09' 37" East a distance of 53.746 feet to a point; thence South 30° 46' 57" East a distance of 52.587 feet to a point; thence South 05° 26' 41" West a distance of 22.691 feet to a point; thence South 34° 45' 59" East a distance of 159.394 feet to a point on the line of N/F James Hill; thence along the line of N/F James Hill and N/L Louise Fitz South 74° 21' 00" West a distance of 237.670 feet to a point; thence continuing along the line of said Fitz South 74° 32' 30" West a distance of 221.606 feet to a point at the place of beginning.

THE above descriptions are made in accordance with the survey dated September 14, 200 (Dwg. No. 970234LD1) from Territ's Survey Services, Inc.



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## Exhibit B

### Easements and Licenses

Included among the easements, rights and appurtenances referred to in Section 1.3.1 are the following recorded easements and licenses, as recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania:

1. Subject to the Covenants and Restrictions as shown in deed recorded on March 27, 1957 in DVB 1646, page 434.
2. Subject to a right of way to Laurel Pipe Line Co., as recorded on December 3, 1957, in DVB 1684, page 24. Limited to streets, lot lines, and easements of recorded plan.
3. Subject to Zoning Ordinances by the Municipality of Murrysville, if any.
4. Local and School Taxes for the year 2002 not yet due and payable.



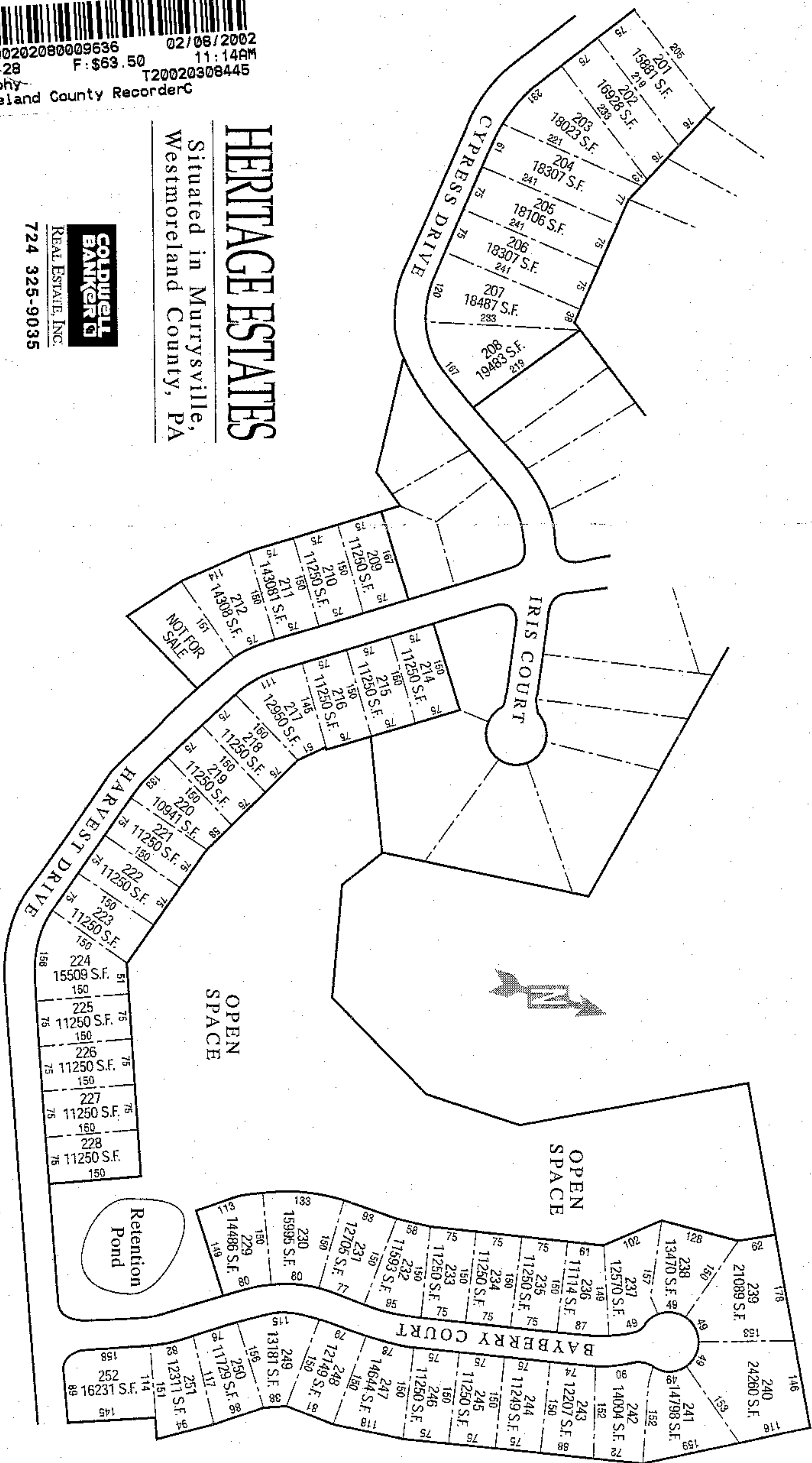
EXHIBIT "C" SUBDIVISION

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# HERITAGE ESTATES

Situated in Murrysville,  
 Westmoreland County, PA



Coldwell Banker Real Estate believes all material, editorial and otherwise, to be correct, but assumes no legal responsibility for the accuracy of its presentation. For Dimension Verification refer to the Plan Book Volume.

EXHIBIT "D"  
PERCENTAGE INTERESTS AND IDENTIFYING NUMBERS

HERITAGE ESTATES PHASE II ADDRESSES

LOT#	ADDRESS	PERCENTAGE
201	5029 Cypress Drive, Murrysville, Pa 15668	1.92
202	5019 Cypress Drive, Murrysville, Pa 15668	1.92
203	5009 Cypress Drive, Murrysville, Pa 15668	1.92
204	4999 Cypress Drive, Murrysville, Pa 15668	1.92
205	4998 Cypress Drive, Murrysville, Pa 15668	1.92
206	4979 Cypress Drive, Murrysville, Pa 15668	1.92
207	4969 Cypress Drive, Murrysville, Pa 15668	1.92
208	4959 Cypress Drive, Murrysville, Pa 15668	1.92
209	5024 Harvest Drive, Murrysville, Pa 15668	1.92
210	5018 Harvest Drive, Murrysville, Pa 15668	1.92
211	5012 Harvest Drive, Murrysville, Pa 15668	1.92
212	5006 Harvest Drive, Murrysville, Pa 15668	1.92
213	5000 Harvest Drive, Murrysville, Pa 15668	1.92
214	5023 Harvest Drive, Murrysville, Pa 15668	1.92
215	5017 Harvest Drive, Murrysville, Pa 15668	1.92
216	5011 Harvest Drive, Murrysville, Pa 15668	1.92
217	5005 Harvest Drive, Murrysville, Pa 15668	1.92
218	4999 Harvest Drive, Murrysville, Pa 15668	1.92
219	4993 Harvest Drive, Murrysville, Pa 15668	1.92
220	4987 Harvest Drive, Murrysville, Pa 15668	1.92
221	4981 Harvest Drive, Murrysville, Pa 15668	1.92
222	4975 Harvest Drive, Murrysville, Pa 15668	1.92
223	4969 Harvest Drive, Murrysville, Pa 15668	1.92
224	4963 Harvest Drive, Murrysville, Pa 15668	1.92
225	4957 Harvest Drive, Murrysville, Pa 15668	1.92
226	4951 Harvest Drive, Murrysville, Pa 15668	1.92
227	4945 Harvest Drive, Murrysville, Pa 15668	1.92
228	4939 Harvest Drive, Murrysville, Pa 15668	1.92
229	3111 Barberrry Court, Murrysville, Pa 15668	1.92
230	3117 Barberrry Court, Murrysville, Pa 15668	1.92
231	3123 Barberrry Court, Murrysville, Pa 15668	1.92
232	3129 Barberrry Court, Murrysville, Pa 15668	1.92
233	3135 Barberrry Court, Murrysville, Pa 15668	1.92
234	3141 Barberrry Court, Murrysville, Pa 15668	1.92
235	3147 Barberrry Court, Murrysville, Pa 15668	1.92
236	3153 Barberrry Court, Murrysville, Pa 15668	1.92
237	3159 Barberrry Court, Murrysville, Pa 15668	1.92
238	3165 Barberrry Court, Murrysville, Pa 15668	1.92
239	3171 Barberrry Court, Murrysville, Pa 15668	1.92
240	3172 Barberrry Court, Murrysville, Pa 15668	1.92
241	3166 Barberrry Court, Murrysville, Pa 15668	1.92
242	3160 Barberrry Court, Murrysville, Pa 15668	1.92
243	3154 Barberrry Court, Murrysville, Pa 15668	1.92
244	3148 Barberrry Court, Murrysville, Pa 15668	1.92
245	3142 Barberrry Court, Murrysville, Pa 15668	1.92



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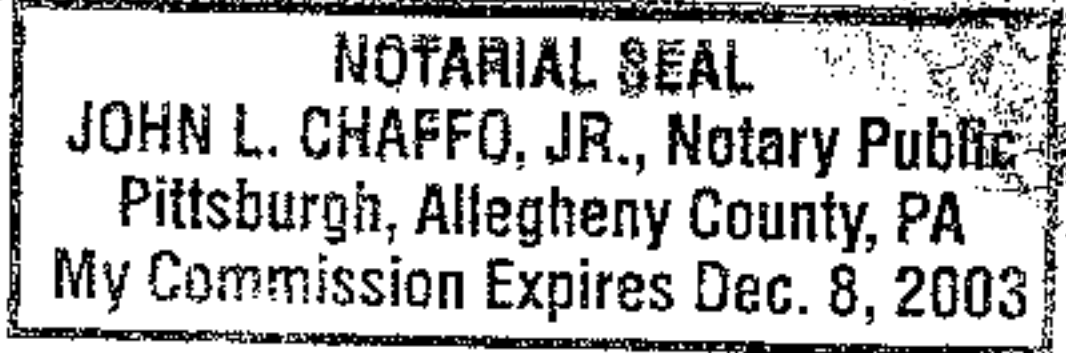
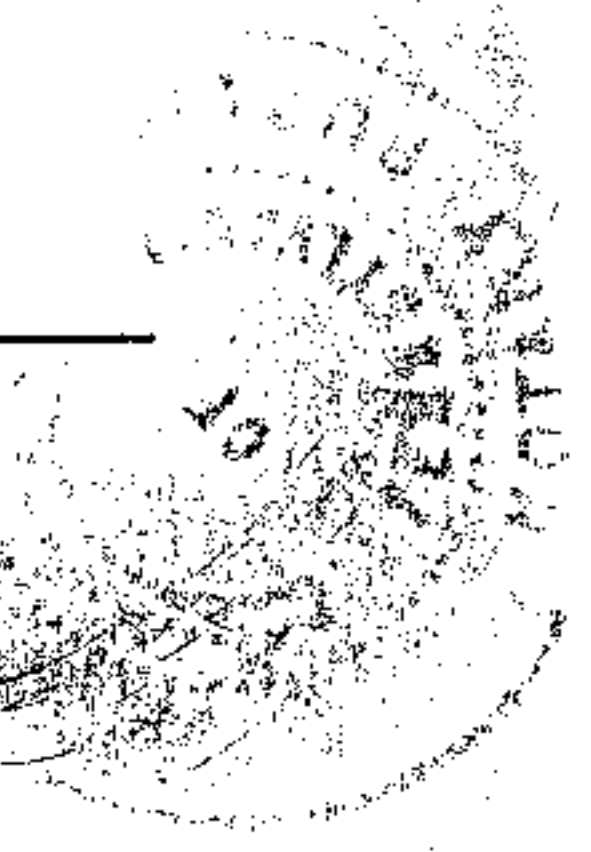
246	3136	Barberry Court, Murrysville, Pa	15668	1.92
247	3130	Barberry Court, Murrysville, Pa	15668	1.92
248	3124	Barberry Court, Murrysville, Pa	15668	1.92
249	3118	Barberry Court, Murrysville, Pa	15668	1.92
250	3112	Barberry Court, Murrysville, Pa	15668	1.92
251	3106	Barberry Court, Murrysville, Pa	15668	1.92
252	3100	Barberry Court, Murrysville, Pa	15668	1.92



COMMONWEALTH OF PENNSYLVANIA) )  
 ) ss.  
COUNTY OF ALLEGHENY )

On this the 6<sup>th</sup> day of February, 2002, before me a notary public, the undersigned officer, personally appeared ALAN D. LATTA and GWENDOLYN J. LATTA, husband and wife, known to me to be the persons whose names are subscribed to be within the instrument, and acknowledged that they executed the same for the purposes therein contained.

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



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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
 COUNTY OF ALLEGHENY )

On this <sup>8</sup> day of February, 2002, before me, a notary public, personally appeared GWENDOLYN J. LATTA, who acknowledged herself to be the President of HERITAGE ESTATES, INC., A Pennsylvania Corporation, General Partner of HERITAGE ESTATES, L.P., A Pennsylvania Limited Partnership, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

In witness whereof, I hereunto set my hand and official seal.

*John L. Chaffo, Jr.*  
 notary public

NOTARIAL SEAL  
 JOHN L. CHAFFO, JR., Notary Public  
 Pittsburgh, Allegheny County, PA  
 My Commission Expires Dec. 8, 2003

