

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS
AFFECTING KEVINGTON OF SOUTH FAYETTE, ALLEGHENY
COUNTY,
PENNSYLVANIA**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS
AND
RESTRICTIONS is made this _day of _____, 2008, by

SOUTH FAYETTE, **Kamyk Custom Homes, LLC**, a Pennsylvania corporation with a
business address of 1224 Oakridge Road, McDonald, PA 15057 (**"Declarant"**).

WHEREAS, Declarant is the owner of and proposes to develop all that real
property situate in South Fayette Township, Allegheny County, Pennsylvania
said property being more particularly described on Exhibit A attached hereto and
made a part hereof (the "Exhibit A Property"), and

WHEREAS, the Exhibit A Property is to be developed called "Kevington of South
Fayette" and Declarant proposes to cause the Exhibit A Property to be subjected
to the covenants, conditions easements, restrictions, charges and liens herein
provided for the purpose of preserving and enhancing the value of the Exhibit A
Property and for the benefit and enjoyment of the persons residing thereon; and
WHEREAS, Declarant has, or will have
Incorporated under the laws of Pennsylvania, a not-for-profit corporation called
"Kevington of South Fayette Homeowners Association" for the purpose of
exercising the aforesaid functions; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of
the values and amenities in Kevington, to create an agency to which will be
assigned the powers of maintaining, administering and enforcing these
covenants, conditions and restrictions and collecting and disbursing the
assessments and charges hereinafter created;

and which shall run with, the real property subjected to this Declaration, and
which shall be binding on all parties having any right, title, or interest in the
described plan or any part thereof, their heirs, successors, successors-in-title,
and assigns, and shall insure to the benefit of each owner thereof.

NOW THEREFORE, Declarant, desiring to create for its benefit, and for the
benefit of future owners, mortgagees, tenants, guests, invitees, permittees and
successors and assigns of such owners and mortgagees, hereby declares the
following covenants, conditions and restrictions affecting the Exhibit A Property.

ARTICLE
1
DEFINITIONS

As used in this Declaration, the following terms shall have the meanings designated:

1.2 “Architectural Prints” shall mean:

- a. a detailed architectural drawing of the exterior basement floor elevation, design and details (including roof pitch) of a dwelling and the locations, size, design and number of garage doors, decks, porches, patios and driveways;
- b. complete building plans;
- c. complete specifications covering the type, size and quality of interior and exterior (including foundation), basement floor elevation, structural materials and color exterior walls, trim, porches, patios, decks and roofs.

1.3 “Association” shall mean a not-for-profit corporation named “Kevington Homeowners Association”, its successors and assigns.

1.4 “Common Expenses shall mean and include the following:

- a. expenses of administration, maintenance, repair and replacement of the Common Property;
- b. utility charges not separately billed or charged;
- c. insurance and taxes for the Common Property;
- d. expenses declared common by this Declaration or the Association’s By-Laws;
- e. expenses declared common by the Association’s Board of Directors.

1.5 “Common Property” shall mean all real and personal property owned and maintained by the Association for the benefit, use and enjoyment of Owner or over which the Association has an easement of maintenance for the use, benefit and enjoyment of Owner.

1.6 “Community Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Plan. Such standard may be more specifically determined by the Architectural Committee.

1.7 “Declarant” shall mean Kamyk Custom Homes, LLC. and its successors and assigns.

1.8 “Dwelling” shall mean a single family dwelling (with an attached garage or integral garage) consisting of at least 3,500 square feet for two story and ranches consisting of at least 3,000 sq. feet

1.9 “Landscaping” shall mean trees, shrubs, hedges, fences, retaining walls, rock gardens, lawns or other vegetation or landscaping structures or devices.

1.10 “Landscaping Plan” shall mean a comprehensive site plan of the Lot indicating all landscaping plantings, structures or devices and including a proposed plant list showing botanical and common plant names, sizes, quantities, spacing and location.

1.11 “Lot” shall mean a portion of the Plan, whether developed or undeveloped, intended as the site for a residence for a single family as well as vacant land intended for development as such, all as may be developed, used and defined herein or as provided in supplemental declarations covering all or part of the Plan.

1.12 “Member” shall mean and refer to all those Owners who are members of the Association as provided in Article X hereof

1.13 “Mortgage” shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith.

1.14 “Mortgagee” shall mean and refer to a beneficiary or holder of a Mortgage.

1.15 “Owner” shall mean and refer to one (1) or more persons who hold record title to any Lot which is a part of the Plan, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. (If a Lot is sold pursuant to a recorded agreement of sale, and the agreement specifically so provides, then the purchaser { rather than the fee owner } will be considered the Owner).

1.16 “Plan” shall mean and refer to the Exhibit A Property.

1.17 “Plan of Subdivision” shall mean the map or maps of the real property, the Lots, the streets and other improvements to be constructed by Declarant on the Exhibit A Property, such plan of subdivision being entitled “Kevington Plan of Lots” and being recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania at Plan Book Volume __Page(s) __

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1.18 “Property” shall mean the Exhibit A Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.19 “Single Family Home” shall mean a dwelling unit for one (1) family, situated on a Lot designated as such on the Plan of Subdivision for each phase of the Plan.

ARTICLE II **ARCHITECTURAL CONTROL. CONTRACTORS**

No building shall be erected, located or altered upon any Lot within the Plan unless and until the architectural features of the building as revealed by the Architectural Prints have been approved by the Declarant. The Declarant shall have the complete authority and discretion to control all new construction on the Property until such time as Dwellings have been constructed on all Lots. The Declarant shall not be subject to any review or control by the Association with respect to new construction. After completion of all new construction, no building addition, fence, wall or other structure, addition or alteration of any nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape,

color, size, materials and location of the same shall have been submitted to and approved in writing by the Declarant. Nothing contained herein shall limit the right of Owner to remodel or paint the interiors of such Owner's Dwelling.

2.1 Architectural Prints: Two (2) copies of the Architectural Prints shall be submitted to the Declarant no less than thirty (30) days prior to the commencement of construction on any Lot. The form of the Architectural Prints must comply with the requirements set forth on Exhibit B attached hereto. The Declarant shall have twenty-one (21) days following submission to either approve or reject the Architectural Prints. If the Declarant rejects all or any portion of the Architectural Prints, the Owner shall resubmit the Architectural Prints or the rejected portion of them, and the Declarant shall have fifteen (15) days after resubmission within which to accept or reject the resubmitted Architectural Prints or any portion thereof Owner shall not apply for a building permit until the Architectural Prints have been approved as aforesaid.

2.2 Construction: Construction of a Dwelling must commence within 24 months after a Lot is acquired by the original Owner and must be completed within 12 months after Issuance of a building permit. An owner subsequent to the original Owner must commence construction within the original 24 month period and must complete construction within the twelve (12) month period. If construction is not commenced within such 24 month and/or construction is not completed within such twelve (12) month period. Declarant may, at its sole option, repurchase such Lot from the Owner for the original purchase price paid by such Owner or, in the case of a repurchase from a subsequent Owner, for the original purchase price paid by the Owner to whom Declarant originally sold the Lot. Any such repurchase by Declarant shall close within thirty (30) days of delivery to Owner by Declarant of the exercise of its right to repurchase and conveyance will be made by general warranty deed subject to no exceptions, encumbrances or liens except those that were present at the time the Lot was conveyed from the Declarant to the original Owner (and the Owner shall be responsible for the payment of all transfer taxes and costs of conveyance). Any alteration, modification or new construction on any Lot must be completed within twelve (12) months of the issuance of a building permit.

2.3 Discretion: The extent of discretion reserved to the Declarant in approving and rejecting Architectural Prints is broad and will cover matters including considerations that are aesthetic and subjective, to assure a proper mix, coordination and blending of house design, exterior material and color treatments and placements of Dwellings on Lots within the Plan and to maintain height and view control.

2.4 Contractors: Only construction contractors who have been approved by Declarant may construct Single Family Homes in the Plan. Prior to commencing construction, the contractor and the Owner shall sign an acknowledgment in the form of Exhibit C attached hereto that they have read, understand and have received a copy of this Declaration.

ARTICLE III **VARIANCES, DETERMINATION AND APPROVALS**

3.1 Variances: With respect to all new construction, the Declarant shall have the right to grant a variance from any of these restrictions to the Owner of any Lot, if, in the sole discretion of the Declarant, such variance would not substantially impair the intent of these restrictions or the prosperity of the Plan, or the rights of other Owners of Lots in the Plan. With respect to all construction which is not new construction, such as remodeling or an addition.

3.2 Determinations: All determinations, approvals and variances, made by the Declarant, shall be made in writing and must be procured by Owner prior to any act being undertaken which requires such determination, approval or variance, or which would violate these restrictions unless a variance was granted..

3.3 No Precedent: The granting of any variance or approval, or the making of any determination shall not be construed as precedent binding Declarant or the Architectural Committee to any other similar or identical variance, approval or determination, and no action or inaction of Declarant shall be deemed a granting of the variance or approval.

ARTICLE IV **LANDSCAPING** **REQUIREMENTS**

The Landscaping Plan shall be submitted to the Declarant thirty (30) days prior to the completion of construction on any Lot. The form of the Landscaping Plan shall comply with the requirements set forth on Exhibit D attached

hereto. The Declarant shall have twenty-one (21) days following submission to either approve or reject the Landscaping Plan. If the Declarant rejects all or a portion of the Landscaping Plan, the Owner shall resubmit the

Landscaping Plan or the rejected portion of it, and the Declarant shall have fifteen (15) days after resubmission within which to accept or reject the resubmitted landscaping Plan or any portion thereof

4.1 Minimum Landscaping Requirement: Landscaping improvements must total not less than one and one-half (1.5%) percent of the total cost of the Dwelling and Lot;

4.2 Additional Requirements: Additional landscaping specifications to be used as guidelines only are set forth on Exhibit F attached hereto;

4.3 Tree Removal: No tree with a trunk more than six (6) inches in diameter shall be removed from the Lot without prior written approval of Declarant.

4.4 Discretion: The extent of discretion reserved to Declarant in approving and rejecting Landscaping Plans is broad and includes considerations that are aesthetic and subjective so as to insure the completeness of the landscaping on the Lot, height and view control, uniformity of design between the Dwelling and the landscaping and a proper mix, coordination and blending of landscaping within the Plan.

4.5 Time: As part of construction of a Single Family Home on any Lot, the Lot shall be landscaped to standards determined by Declarant to be minimally acceptable and, if not completed by the time construction of the Dwelling is completed, shall be completed within six (6) months thereafter. For purposes of the preceding sentence, the months of December, January, February and March shall be excluded from calculation of the six (6) month period.

ARTICLE V ARCHITECTURAL PROVISIONS

5.1 Type of Use: Only detached. Single Family Homes shall be built in the Plan and once built, shall only be used for such purpose, except that Declarant reserves the right to maintain a sales office within the Plan and a “model” home or homes within the Plan. Each Lot shall contain only one (1) Single Family Home. No building or structure intended for or adapted to business purposes may be erected, placed, permitted or maintained on any Lot or in the Plan. No Single Family Home shall be used for residential purposes until construction of the same is substantially completed.

5.2 Dwelling Size: Single Family Homes constructed on Lots within the Plan shall have a minimum square footage of finished floor space, excluding porches, patios, decks, basements and garages, of 3,000 square feet for one story homes and 3,500 square feet for a two story home.

5.3 Building Setback The minimum building setback for the Single Family Homes 3A (including garages, porches, decks, patios, greenhouses, eaves, bays and chimneys) from the front, side and rear Lot lines shall be determined by Declarant and depicted on the Plan of Subdivision for the Plan.

5.4 Materials: Declarant may require that at least seventy five (75%) percent or more of the exterior sidewalls of any Single Family Home and the entire exposed foundation of any Single Family Home be of brick or approved masonry construction. If Owner desires to use aluminum or vinyl siding in the construction of a Single Family Home, Owner may do so only with prior approval from Declarant.

5.5 Roofing Materials: All roofing materials must be slate, cedar shakes, tile, dimensional, conventional asphalt/fiberglass shingles of at least 230 pounds per square.

5.6 Garages: Each Single Family Home shall have an attached garage or integral garage containing space for a minimum of three (3) vehicles with a minimum of six hundred (600) square feet of floor area. Each garage shall be a side entrance garage and may not front the road which the Dwelling faces.

5.7 Parking Areas and Driveways: Outside parking areas other than driveways shall not be permitted. The location of all driveways within the Plan shall be approved by Declarant and shall be located no closer than one (1) foot to any Lot line.

All driveways and turning aprons must be constructed of either concrete (minimum of 4 inches), concrete unit pavers (minimum of 4 inches), brick, or omni-stone. Asphalt driveways and/or turning aprons are not permitted.

The minimum driveway width is twelve (12) feet with the exception of a seventeen (17) feet width where the driveway meets the street.

All driveways must be completed within 30 days of construction or as soon as weather permits.

The driveway must be able to accommodate three (3) cars. Entry monuments at driveways are not permitted unless reviewed and approved by Declarant.

Driveways on corner lots must be accessed from the least traveled road and be setback a minimum of fifty (50) feet from the closest intersection.

5.8 Outbuildings and Outdoor Recreational Equipment: No playhouse, treehouse, toolhouse, barn, greenhouse, gazebo or outbuilding or structure of any type detached from the Single Family Home, or children's play equipment or recreational equipment shall be constructed or placed on any Lot without the approval of the Declarant as to size, design, materials and location. Declarant reserves the right to prohibit any of the same if~ in the opinion of the Declarant, it would constitute a nuisance, aesthetic or otherwise, to Owners of other Lots. In the event that Declarant allows construction of the same, no such structure shall at any time be used as a residence, temporarily or permanently.

5.9 Swimming Pools: No swimming pool or hot tub shall be constructed on any Lot without plans therefore having been approved by Declarant. The plans shall include size, design, location, fencing (or other enclosure) and lighting. Approval or rejection of such plan shall be governed by the procedure for approval or rejection of Architectural Prints under Article II herein. In no event shall a swimming pool be located within fifteen (15) feet of any adjoining Lot, nor shall any such facility be used in a manner to constitute a nuisance to other Owners.

5.10 External Energy Systems: No solar collector or any other device or equipment erected either on the exterior of a Single Family Home or detached there from and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without prior approval from Declarant.

5.11 Outdoor Lighting: The placement and intensity of outdoor lighting, whether for security or ornamentation, other than decorative fixtures erected on Dwellings having a maximum wattage of one hundred (100) watts, must be submitted for approval by Declarant. All dwellings shall have one (1) self-illuminating exterior lamp post located approximately three (3) feet back from the front property line. Said lamp post shall be installed and maintained in accordance with reasonable standards as set by the Declarant.

5.12 Mailboxes: Each Owner shall install within the front yard of the Lot or such other place as may be designated by the postal authorities, a mailbox and post, the style and design of which shall be the same as approved by the Declarant.

5.13 Subdivision of Lots: No Lot shall be subdivided without the prior written approval of Declarant.

ARTICLE VI **APPEARANCE OF LOTS AND BUILDINGS**

The Owners of all occupied Lots shall keep their premises well landscaped and maintain their Dwellings in good repair consistent with the Community Wide Standards. Prior to and during the construction of a Dwelling on any Lot, the Owner or the Declarant, as applicable, shall keep and maintain the Lot in a neat and orderly condition consistent with the Community Wide Standards, causing weeds and other growth to be cut. It shall be the obligation of every Owner to prevent accumulation of rubbish and debris on their Lot or adjoining Lots at all times, including periods of construction. Debris shall be placed in a container during construction and removed periodically. Construction debris shall be removed completely by

Owner within ten (10) days of completion of construction. If any Owner fails to properly perform such Owner's maintenance responsibility, the Declarant or the Association (whichever party takes and performs curative measures) may perform the maintenance necessary to cure the problem and assess all costs incurred by the Declarant or the Association against the Lot and Owner.

ARTICLE VII **GRADING AND** **EXCAVATING**

The rough grading of each Lot will have been established by Declarant by the time of the initial sale of the Lot. Finished grading shall not be altered substantially there from without the approval of the Declarant. Once the final grade has been established, no modifications there from shall be made without approval of Declarant. Any earth removed in grading or excavating shall be deposited at a location designated by Declarant.

ARTICLE VIII **NUISANCES**

The following shall be considered nuisances and shall not be permitted within the Plan:

8.1 The keeping of wildlife, livestock or poultry;

8.2 The keeping of any domestic animals other than animals which are kept exclusively indoors. In no case shall outdoor kennels, pens or runs be maintained for any animal. All domestic pets must be properly restrained. Owners must clean up after their pets;

8.3 Billboards or signs of any type, except signs advertising the sale of Lots, although Declarant reserves the right to install and maintain promotional signs and displays within the Plan during development;

8.4 Outdoor tanks for storage of fuel;

8.5 Outdoor receptacles for ashes, garbage or refuse;

8.6 Burning of garbage, refuse, brush or leaves;

8.7 The parking or storage of commercial vehicles, campers, trailers, motor homes, boats motorcycles, bicycles or other recreational devices or vehicles unless placed wholly within an enclosed garage;

8.8 Exterior television antennae, satellite dish receiver antennae, tower receiver antennae or communications transmitting or receiving devices of any type;

8.9 Pumps or other apparatus to pump water from underground wells;

8.10 On-site exploration or drilling of oil or gas;

8.11 On-Site exploration or removal of sand, gravel, coal or other sub-surface minerals;

- 8.12 Uncovered metal chimneys;
- 8.13 Vegetable gardens in the front or side yards, or any vegetable garden exceeding three hundred (300) square feet;
- 8.14 Operation of trailbikes, motorcycles or other recreational vehicles except for ingress and egress to or from the development;
- 8.15 Windmills;
- 8.16 Airborne vehicles of any type;
- 8.17 Camping;
- 8.18 A home business which causes excessive vehicular traffic in the Plan or which is conducted at a time of day or night or in a manner which causes a disturbance or annoyance to residents in the Plan;
- 8.19 The discharge of firearms, including "B-B" guns, pellet guns, and other firearms of all types, regardless of size;
- 8.20 The installation of window air conditioning units;
- 8.21 Security alarms that are not silent when activated;
- 8.22 The storage of rubbish or anything that will cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing or material be kept on a Lot if it will emit foul or obnoxious odors or that will cause noise that will or might possibly disturb the peace, quiet, comfort or serenity of the occupants of the surrounding Lots.
- 8.23 No lighting that will glare into or shine upon or over adjoining Lots;
- 8.24 Outside laundry poles and/or lines.

ARTICLE
IX
ROADWAYS

- 9.1 Roadway Restrictions: During construction of any improvements on the Lots, Owners shall comply with the following road restrictions;
- a. The roads shall be maintained free and clear of mud and debris;
 - b. Any damage caused to the roads as a result of tapping into any utilities shall be the responsibility of the Owner or Owner's contractors who connected into such utility and the cost of road repair caused by the connection shall be the responsibility of the Owner;
 - c. Owners shall take reasonable precautions to protect the asphalt street paving and curbs from damage. In the event that the same is damaged by Owner or Owner's contractors, Owner shall be responsible for

the cost of such road repair;

d. Any repairs to the roads required by this Declaration must be performed within ten (10) days of when the damage necessitating the repair occurs.

9.2 Roadway Maintenance: Declarant shall be responsible for the maintenance and repair of the entire roadway system within the Plan until such times as said roads are dedicated and accepted by South Fayette Township, with the exception of repairs necessitated by the negligence of Owner or Owner's contractor as set forth in this Article IX.

ARTICLE X **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

10.1 Membership: Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

10.2 Voting: The Association shall have two classes of voting membership:

- a. Class A: Class A Members shall be all the Owners with the exception of the Declarant, and such Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot, however, shall be exercised as such persons, among themselves shall determine, but in no event shall more than one vote or cast with respect to any Lot.
- b. Class B: Class B Members shall be the Declarant and any successor or assign who takes title for the purpose of development and sale of the Property. The Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening at the earliest of the following events, after which the Class B Members shall be deemed to be Class A Members entitled to vote as set forth above:
 - i. when the total of the Class A votes outstanding equals the total votes outstanding in the Class B Membership; or
 - ii. when in its discretion the Declarant so determines.

ARTICLE XI **PROPERTY RIGHTS**

11.1 Owner's Easement of Enjoyment: Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to limit the number of guests that may use the Common Property;
- b. the right of the Association to charge guests and Owners reasonable admission and other fees for the use of any recreational facility situated upon the Common Property;

- c. the right of the Association to suspend Owner's voting rights and Owner's right to use the Common Property for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction by Owner of the Association's published rules and regulations or for the duration of the infraction, whichever is longer;
- d. the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by a majority of each class of members agreeing to such dedication or transfer has been recorded;
- e. the right of the Declarant during the development and construction of the Property to modify and amend the areas designated as Lots or Common Property as may be reasonable and appropriate for engineering or architectural reasons and as dictated by marketing experience, provided that the quantity of Common Property will not be substantially diminished;
- f. the right of Declarant in and to a construction easement over, upon, under and through all of the Common Property until completion of all development and construction. Said easement shall include, but not be limited to installation of utilities, walks, roads, driveways and parking areas, storage of topsoil and construction materials, grading, seeding, landscaping, parking for construction vehicles, trailers and workmen. Furthermore, it shall be permissible for Declarant to erect business offices, signs, model units and sales offices on the Common Property until completion of all development and construction and Declarant shall have an easement for access to such facilities;
- g. the right of the Declarant to grant easements upon, across, over, under, in and to any part of properties to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to cable television service, security and similar systems, water, sewer, gas, telephone and electricity. Upon termination of the Class B Membership, this power shall pass to the Board of Directors of the Association (the "Board").
- h. the rights of the Association to borrow money for the purpose of repairing or improving any facilities located on the Common Property and to give as security therefore a mortgage covering all or any portion of the Common Property, provided, however, that in the event of a default and foreclosure upon any such Mortgage, the Mortgagee must permit continued use of the Common Property by the Owners and their guests, but shall have the right to charge admission and other fees, except as to the streets and any utility easement areas.

11.2 Delegation of Use: Any Owner may delegate his or her right of enjoyment to the Common Property and facilities to members of his or her family, tenants or contract purchasers who reside in the Plan.

11.3 Title to Common Property: Title to the Common Property shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building restrictions, all exceptions, easements and conditions as the same may be and appear in proper instruments of record, including those set forth in this Declaration.

ARTICLE XII **ASSESSMENTS**

12.1 Creation of lien and Personal Obligation of Assessment: Each Owner of any Lot and/or Dwelling by

the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association the following:

- a. Annual Assessments or charges;
- b. Special Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- c. Specific Assessments for fines or other charges.

All such assessments, together with interest, costs and reasonable attorney's fees shall be a lien on the Lot against which the assessment was made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due. Said Owner shall remain personally liable for delinquent assessments even if the Lot is conveyed to a new Owner, which new Owner shall, however, not be personally liable for such delinquent assessment unless expressly assuming that obligation.

12.2 Purpose of Assessments: The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Property, the payment of taxes and insurance on the Common Property and repair, replacement and additions thereto, for the cost of labor, materials, equipment management and supervision thereof and any other Common Expenses.

12.3 Annual Assessments: The Annual Assessment shall be established annually by the Board of Directors and shall commence on the first day of the month following conveyance of the Lot from the Declarant to the Owner or completion of construction of the Dwelling, whichever occurs later. Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board. Unless the Board provides otherwise, assessments shall be paid in monthly installments due on the first day of each month. The first Annual Assessment shall be prorated in relation to the number of months remaining in the calendar year. The Declarant shall not be subject to Annual Assessments without its consent.

It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be delivered to each Member at least thirty (30) days prior to the annual meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty one percent (51%) of each class of the total Association membership, including Class B Members. In the event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Owner shall continue to pay the monthly charges at the then existing rate established for the previous period until the same shall be determined.

The Association shall, upon demand at any time, furnish to any Owner or Mortgagee a certificate in writing signed by an officer of the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

The Annual Assessment may not be increased more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the majority of the Members present in person or by proxy at the annual Association meeting. Increases up to the aforementioned fifteen percent (15%) amount may be made by the Board without consent of the membership.

12.4 Special Assessments: In addition to the Annual Assessment authorized above, the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two thirds (2/3) of the votes of each class of Members present, in person or by proxy, at the annual Association meeting or at a special meeting to be called for this purpose. The due date of any Special Assessments shall be fixed in a resolution authorizing the same. The Declarant shall not be subject to Special Assessments without its consent.

12.5 Specific Assessments: In addition to the foregoing, the Board may levy Specific Assessments against individual Lots or Dwellings where there is a particular charge attributable only to that Lot or Dwelling or a fine has been imposed as provided hereinafter. Such assessment shall be made at a meeting of the Board. The Owner involved in such Specific Assessment shall have fifteen (15) days notice of such meeting. The Declarant shall not be subject to Specific Assessments without its consent. A

12.6 Notice and Quorum for Action: Written notice of any meeting called for the purpose of taking any action authorized under 12.4 and 12.5 herein shall be sent to the Owner, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast over fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the aforementioned notice requirement and the required quorum at that subsequent meeting shall be one half(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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12.7 Effect of Non-Payment of Assessments! Remedies of the Association: Any assessment not paid within ten (10) days after the due date shall incur a late charge of \$5.00 per month and, if not paid within thirty (30) days after the due date, interest at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner and/or the person personally obligated to pay the assessment, or foreclose the lien against the Lot and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Property or abandonment of such Owner's Lot or Dwelling. Notice of the delinquency shall be sent to both Owner and such Owner's Mortgagee, if known, prior to the initiation of legal proceedings.

12.8 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot(s) subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot or Dwelling from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Sale or transfer of the Lot or Dwelling shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall extinguish the lien of any assessments which became due prior to such sale but shall not extinguish the personal liability of the Owner.

12.9 Reserve for Replacements: The Association may establish and maintain a reserve fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Property and Common Areas as the Board deems appropriate. The amount shall be collected by assessment of the Owners and shall be deemed a Common Expense. The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement of

Common Property or community facilities and for operating contingencies of a non-recurring nature. The proportionate interest of each Owner shall be considered appurtenant to such Owner's Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot and shall be deemed to be transferred with such Lot. To initiate said reserve, the Declaring shall collect from each Owner, at the time of settlement, the sum of One Hundred Dollars (\$100.00) and shall remit said amount to the Association.

12.10 Declarant Loan: The Developer shall loan the Association the sum of \$3,000 to fund the Association's operating account. This shall be repaid by the Association to the Declarant in monthly installments, without interest, at the rate of ten percent (10%) of the Annual Assessment (collected by the Association monthly) until the entire amount has been repaid to Declarant.

ARTICLE **XIII** **INSURANCE**

13.1 Association Coverage: The Board, or such other person as the Board may appoint as insurance trustee, shall obtain and maintain to the extent obtainable, without prejudice to the right of each Owner to insure such Owner's own Dwelling for such Owner's own benefit, the following insurance policies:

- a. Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:
 - L Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
 - a. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use including, but not limited to vandalism and malicious mischief;
 - b. Public liability insurance in such amounts as the Board may from time to time determine is necessary. Said insurance shall cover each member of the Board, its officers and the managing agent or manager, as well as each Owner from liability in connection with the Common Property or any decision made or work performed in connection therewith;
 - c. Workmen compensation insurance to the extent necessary to comply with any applicable law;
 - d. Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board.

13.2 The Board may obtain, as a Common Expense, insurance known as "Officer's and Director's Liability Coverage".

13.3 The premiums for all insurance coverage obtained hereunder shall be a Common Expense levied by the Board against the Owners.

13.4 The Board, or its designee, shall have the exclusive authority to adjust losses under any insurance

policies obtained hereunder.

13.5 Each Owner shall be responsible for such Owner's own liability insurance, fire or hazard insurance and/or personal property insurance. The Association shall have the right to require any owner whose Dwelling or other structure on said Owner's Lot becomes damaged or destroyed by fire or other peril, to rebuild, reconstruct, repair, rehabilitate, and/or refurbish the Dwelling or structure in a manner comparable to its prior condition within a reasonable time frame to be determined by the Association.

ARTICLE XIV **TAXES, ASSESSMENTS AND UTILITIES**

The Association shall pay as a Common Expense all real and personal property taxes and assessments (if any) separately relied upon or assessed against the Association and/or any property owned by the Association. Utilities not separately metered or billed shall be treated as part of the Common Expenses and accordingly paid by the Association.

ARTICLE XV **UTILITY SERVICE CONNECTIONS**

The rights and duties of Owner with respect to utility connections, including sanitary and storm sewer, water, electric and telephone lines and related facilities shall be governed as follows:

Whenever utility service connections or any portion thereof lie in or upon a Lot owned by other than the Owner of the Lot served by the connections, or in or upon Common Property, the Owner of the Lot served by the connections shall have the right and license from time to time to enter upon the Lot(s) or to have the respective utility companies enter upon the Lot(s) or Common Property in or upon which the connections, or any portion thereof~ lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

Whenever utility service connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service such Owner's Lot and shall have the same license and right as are provided immediately herein above with respect to portions of connections lying in or upon Lots owned by other Owners.

Storm water drainage systems and sanitary sewage systems shall be maintained by the Association as a Common Expense unless such systems are dedicated to and accepted by a public authority.

ARTICLE XVI **RULE MAKING**

16.1 Rules and Regulations: The Board may establish reasonable rules and regulations concerning the use of the Common Property, any facilities located thereon and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective dates of such rules. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief against Owners who violate the same. Such fines shall be deemed to be liquidated damages and assessment and collection of the same is hereby consented to by each Owner and all persons

claiming title through such Owner.

16.2 Procedure: The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules until the following procedure is followed:

- a. Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying the alleged violation, the action required to abate the violation and a time period not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing;
- b. Notice: At any time within twelve (12) months of such demand as set forth in 16.2 (a) herein, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with notice of a hearing to be held by the Board. The notice shall contain the following:
 - i. The nature of the alleged violation;
 - ii. The time and place of the hearing, which time shall not be less than ten (10) days from the sending of the notice;
 - iii. An invitation to attend the hearing and produce any statement, evidence and witnesses on the Owner's behalf and to be represented by counsel;
 - iv. The proposed sanction to be imposed.
- c. Hearing: The hearing shall be held by the Board in executive session pursuant to the aforementioned notice. Prior to the effectiveness of any sanction hereunder, proof of notice shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered in the files of the Association by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.

ARTICLE XVII **CONDEMNATION**

Whenever all or any part of the Common Property is taken (or conveyed by the Board acting on the written direction of all Owners in the Plan in lieu of and under threat of condemnation), by any authority having the power of condemnation or eminent domain, Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners and shall be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class B Members (if such membership shall then exist) and at least seventy five percent (75%) of the Class A Members shall otherwise agree, the Association shall restore or replace such-improvements so taken on the remaining Common Property (to the extent there is any remaining Common Property) in accordance with plans approved by the Board. If

the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore the improvements, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XX **GENERAL PROVISIONS**

20.1 Enforcement: Enforcement of these covenants, conditions and restrictions and the rules and regulations adopted pursuant thereto shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate this Declaration, either to” restrain violation or to recover damages, or to collect any liens or charges imposed hereunder, and against the Lot(s) to enforce any lien created by this Declaration. Failure by the Association or any Owner to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Before any Owner may act to enforce any provision of this Declaration, notice must be given to the Board and the Board given a reasonable opportunity to take action.

20.2 Powers and Authority of the Association: The Association shall have all of the powers of a Pennsylvania not-for-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws or this Declaration. The Association may exercise any right or privilege expressly given to it in this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

20.3 Severability. Invalidation of any one of the provisions herein by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

20.4 Amendment: Prior to the conveyance of the first Lot, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it still owns any portion of the Exhibit A Property for development as part of the Plan and so long as the amendment has no material adverse effect upon any right of Owner. No amendment required by any state, local, or other governmental agency or authority will be deemed material. Thereafter and otherwise, this Declaration may be amended by Owners representing not less than a majority of the votes eligible to be cast by the members except as follows:

- a. The consent of sixty-seven percent (67%) of the Owners shall be required to add or amend any material provisions of the constituent documents which establish, provide for, govern or regulate any of the following:
 - ii. Assessments, assessment liens or subordination of such liens;
 - iii. Reserve for maintenance, repair or replacement of Common Property;
 - iv. Insurance or fidelity bonds;

- v. Rights to use of Common Property;
- vi. Boundaries of any Lot;
- vii The interests in the Common Property;
- viii Leasing of any Dwellings;

b. Any amendment to be effective, must be recorded in the public records of Allegheny County, Pennsylvania. The recital in any such amendment that the same has been executed and acknowledged by the specified percentage of Owners shall be conclusive.

c. If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

d. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

20.5 The Common Property: The Association, subject to the rights of the Owners Set forth herein, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon and shall keep the same in a good, clean and attractive condition.

20.6 Services: The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Board shall determine to be necessary for the proper operation of the Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom it contracts. If the Association enters into a management agreement, it shall be by written contract. The Association may obtain and pay for legal and accounting services that are required in connection with the enforcement of this Declaration.

20.7 Matters of Dispute: Matters of dispute between Association members or with respect to interpretation of this Declaration, the By-Laws or the rules and regulations promulgated hereunder shall be determined by the Board, which determination shall be binding on all Members.

20.8 Liability of the Board: The Board and its officers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all expenses of liability to others arising out of their position as an officer or member of the Board or arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith. The officers and members of the Board shall not be liable for any mistake of judgment or negligence except for their own willful malfeasance, misfeasance, misconduct or bad faith.

20.9 Notices: Any notice required to be sent hereunder shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of the addressee as the same appears on the records of

the Association at the time of such mailing.

20.10 Term: The covenants and restrictions of this Declaration shall run with and bind the Plan and shall inure to the benefit of and shall be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods often (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period after ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

20.11 Miscellaneous Expenses: Expenses incurred by the Declarant and/or the Association pursuant to carrying out duties and obligations created by this Declaration including, but not limited to, costs and expenses, including professional fees incurred in enforcing any of these covenants, conditions or restrictions shall be paid by the Owner so affected. The Declarant and/or the Association shall have a lien upon such Lot(s) to secure payment of the same.

20.12 Annexation of Additional Property: Declarant shall have the unilateral right to transfer to any other person or entity the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee, assignee shall be the developer of at least a portion of the Exhibit A Property and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

20.13 Declarant's Rights: Any or all of the special rights and obligations of Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Allegheny County, Pennsylvania. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any oh the Exhibit A Property in any manner whatsoever.

20.14 Right of Entry: Until development of the Property and construction of improvements on the Property is completed, Declarant shall have the right, but not the obligation, to enter onto any Lot or into any Dwelling for emergency, security and safety, which right may be exercised by the Declarant, Declarant's officers, agents, employees, managers and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable business hours and after notice to Owner. This right of entry shall include the right of Declarant to enter a Lot or Dwelling to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by Declarant.

20.15 Incorporation of Recitals: The recitals set forth in this document are hereby incorporated herein as if fully set forth and repeated herein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this
day of,2008

KAMYK CUSTOM HOMES, LLC., LLC.

By:_____

Mearl M. Kamyk, Builder and President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF ALLEGHENY)

On this the day of _____, 2008, before me, a Notary Public, the undersigned officer, personally appeared Mearl M. Kamyk, who acknowledged himself to be the Builder and President of Kamyk Custom Homes, LLC., and that he is President of such corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President

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

4. Existing vegetation

Wooded lots shall be cleared to a minimum to allow for the structures.

5. Seeding and sod

All exposed earth shall be seeded or sodded within thirty (30) days of final grading. It is important that seeding and landscaping occur as quickly as possible, hopefully coinciding with the interior finish work so that the exterior spaces are not heft unfinished for an extended period of time. Seeding shall be limited from March 15 to October 15. Sod is permissible in lieu of seeding and is recommended of landscape installation occurs after October 15.

6. Irrigation system

Irrigation systems are not required. If installed, irrigation systems shall be tied into the public water supply. Wells are not permitted. Irrigation installations must comply with Allegheny County and local and state ordinances pertaining thereto.

7. Tree planting

Tree planting shall follow the recommended tree installation details as illustrated on attached drawing. Minimum sizes for installation are three and one-half inch (3 1/2") caliper shade trees, one and one-half inch (1 1/2") caliper flowering trees, and six foot (6') height for evergreen trees at the front of the main structure. Minimum sizes for installation are two and one-half inch (2 1/2") caliper shade trees, one inch (1") caliper flowing trees, four foot (4*) heights for evergreen trees at the rear and sides of the main

structures and landscape area. Each home is required to have three (3) street trees three inches (3") caliper minimum. Species to be as specified by developer planted no more than thirty feet (30') apart.

Refer to the recommended plant palette for material recommendations.

8. Planting beds

Planting beds shall be prepared with a minimum of twelve inches (12") of top soil incorporating thirty percent (30%) organic matter into bed by tilling and be fertilized as required by soil tests. Mulch with a minimum of two inches (2") of shredded bark for shrub beds and tree planting areas and with a minimum of two inches (2") of mushroom manure for groundcover beds and annuals. All other mulch materials such as stone, marble chips, etc. are not allowed unless special permission is granted from Architectural Review Committee.

9. Buffer planting

Buffer planting is required for driveway courts, side and rear patios that are in direct view of a street or neighbor, and for utility services. A mix of plantings is recommended. A minimum of fifty percent (50%) of plant material for screening should be evergreen allowing for at least fifty percent (50%) screening of the area at the time of installation. Plant sizes should not be less than thirty inches (30") for shrubs, six feet (6') in height for evergreen trees, and two and one-half inch (2 1/2") caliper for shade trees.

10. Recommended plant palette

Recommended shade trees

Red sunset red maple
Celebration maple
Sugar maple
Green mountain and sugar maple
American beech
Tulip tree
American sweet gum
Pin oak
Red oak
Village green zeikova
Black Tupelo
Sourwood

Recommended Ornamental/Flowering Trees

Shadeblow serviceberry
European white birch
River birch
Paper birch
Pink flowering dogwood
White flowering dogwood

Kousa dogwood
Crusader Thomless Hawthorn
Sweet bay magnolia
Sugar tyme crab
Snowdrift crab
Weeping candied apple crab
Snow fountains weeping cherry
Redspire pear

Recommended Ornamental shrubs/evergreen

Bedoir azalea
Betty azalea
Hinodegiri azalea
Pahestrina azalea
Ivory jade euonymus
Nordic holly
Blue boy holly
Blue girl holly
Emerald spreader juniper
Tarn's juniper
Mountain laurel
Bird's nest spruce
Japanese andromeda
Mugho pine
Album ehagan rhododendron
English roseum rhododendron
Chionoidis rhododendron
Rosebay rhododendron
Wison rhododendron
PJM rhododendron
Hicks yew
Denise yew

Recommended ornamental shrub/deciduous

Glossy azbelia
Crimson pygmy barberry
Red flowering quince
Sihverhotch dogwood
Milky way dogwood
Kelsey's dogwood
Red osier dogwood
Cranberry cotoneaster
Royal beauty cotoneaster
Dwarf bumingbush
Weeping fbrsythia
Oakleaf hydrangea
Betty magnolia
Ann Magnolia
Northern bayberry
Purple sandcherry

Fragrant sumac
Fantasy french lilac
Rogosa road
Koreanspice vilbumum
American cranberrybush

Recommended ornamental groundcovers

Bugleweed
Purpheheaf wintercreeper

Pachysandra
Blue myrtle

Recommended evergreen trees

Austrian pine
Eastern whiter pine
Dwarf white pine
Canadian hemlock
Ehegantissima arborvitae

Recommended ornamental grasses

Fountain grass
Ribbon grass

Recommended perennials

Day Hhhy
Coral bells

11. Walls and fences

Walls and fences for screening privacy are permitted, if they meet the following requirements:

- Consistent with architectural character, color and detail of house.
 - Enclose or identify entry courts or patios and designed as integral part of house.
 - Limited to seventy-two inches (72”) high in rear yard landscape area.
 - Planting buffers are provided on the view side of wall or fence.
 - Create spaces rather than define property lines.
 - Must be constructed of quality materials and craftsmanship.
 - Not permitted as a perimeter fence in front yard of house.
- The fence design should be in character with the overall Kevington architectural image and must be compatible with the architectural design of the main structure. Recommended solid panel,

picket, and lattice fence combinations are illustrated on the following page. Ornamental aluminum and ornamental steel fences are also recommended but chain link fence is not permitted.

Retaining walls for earth retention are encouraged to be of similar material to the home or of natural material. Retaining walls are encouraged to have buffer planting at its base. Engineering documentation must accompany retaining walls greater than two feet (2') in height.

The use of incompatible elements are discouraged. Brick walls should not be used with a stucco or stone house, for example.

12. Sidewalks and walkways

All public sidewalks shall be concrete and must be a minimum of four feet (4') in width. Walkways throughout the landscaped area can be a variety of hard surfaced materials such as brick, concrete, flagstone, or a combination thereof

13. Utility equipment screening

All utility equipment, including transformers, must be screened from view with plantings.

14. Landscape lighting

Exterior lighting at garage courts, entry doors and rear patios are to be surface mounted and integrated with the architecture. No floodlights are permitted. Driveway lighting can be of a bollard, garden flood or post lamp.

Security lighting, surface mounted to buildings, is allowed if it is shielded and not directed toward the street or to neighboring lots. Cut off fixtures are required.

Garden lighting shall be limited in use. Low level, hidden light sources are recommended.

15. Mailboxes

Mailboxes will be located at street as required by post office. The designated Kevington standard mailbox will be the only mailbox permitted.

16. Trash enclosures

It is recommended that trash be stored within the confines of the garage or an integral part thereof. If trash is stored outside, it must be properly screened and made an integral part of the house design using wing walls, fences, or plantings.

17. Maintenance standards for landscaping

The following are basic maintenance steps required to insure a healthy, vibrant landscape character. For simplification, the elements are broken into seasonal maintenance steps.

a) Spring

During the months of March and April, maintenance should include an application of dormant oil spray, application of fertilizers to shrub and groundcover beds (10-6-4) and lawns (25-10-8) and an application of a pre-emergence herbicide to shrub beds to control weeds. In addition, re-mulch and edge planting

beds as needed, general clean up of leaf litter, and weeding of all plant beds can be done. Also, soil preparation for annual beds with peat moss or mushroom manure, humus and fertilizers can be initiated.

b) Summer

During the summer months maintenance becomes more specific to individual tastes, plant material selections and weather conditions. Lawn areas may require an application of liquid weed control in June and an additional application of fertilizer (25-10-8) in August. Shrubs and plantings that are intended to be hedges can be pruned and shaped in June. Hand prune for a natural appearance; shear for a more refined, formal appearance. Broadleaf evergreens should be pruned in July. Edge all beds if desired for a more refined appearance. Watering becomes critical for plantings during July and August.

Inspect for insects, tree bores, fungus attacks, and other harmful nuisances on trees, shrubs and lawn areas throughout the summer. Apply state and federal governmental agency approved fertilizers, herbicides and fungicides as required for control.

c) Autumn/Winter

As summer draws to a close, lawn areas may need additional spraying to control crabgrass and broadleaf grasses in September. Apply fertilizers to trees, shrubs, and groundcover beds in October. As winter approaches, apply protection to evergreen shrubs such as winterpruf to prevent winter burn. This should be done in November during warm to cool temperatures. Leaf raking as required. Re-mulch plant beds as needed. Edge all beds if desired for a more refined appearance.

Lawn cutting should occur as required (weekly during vigorous seasons) for a neat appearance. Do not cut lawn less than 2" high to prevent winter burn. Weeding should occur as required.

ACKNOWLEDGEMENT OF COVENANTS

The undersigned individuals, being the Owner(s) of a Lot in the Manor at Kevington Development Plan of Lots in South Fayette Township, Allegheny County, Pennsylvania and the Contractor with whom Owner has contracted to build a Dwelling on such Lot, hereby

acknowledge that they have been given a copy of, have read completely and understand the provisions of that certain document entitled "Declaration of Covenants, Conditions and Restrictions affecting the Manor at Kevington Plan of Lots, Township of South Fayette, Allegheny County, Pennsylvania", such Declaration being dated (this __ day of ____ 2008 and being recorded at Book Number ____ Pages

Through the Allegheny County Recorder of Deeds (Prothonotary's office, downtown Pittsburgh)

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day of _____

OWNER(S):

EXHIBIT A
[ATTACH LEGAL DESCRIPTION OF ALL PARCELS
TO BE DEVELOPED]

EXHIBIT B
[ATTACH LEGAL DESCRIPTION OF DEVELOPMENT]

EXHIBIT C REQUIREMENTS FOR FORM OF ARCHITECTURAL PRINTS

Architectural prints must be prepared to a scale of 1"=10' or 1/8" = 10" and must indicate the following:

1. Property (lot) lines/setbacks with dimensions/adjacent improvements indicating windows and doors (as applicable);
2. Easements and rights of way;
3. Foundation outline and entry areas;
4. Pools, decks, patios, utility box locations (if applicable);
5. North arrow.

EXHIBIT C ACKNOWLEDGEMENT OF CONTRACTOR AND OWNER

The undersigned individuals, being the Owner(s) of a Lot in the Kevington of South Fayette Plan of Lots in, Allegheny County, Pennsylvania and the Contractor with whom Owner has contracted to build a Dwelling on such Lot, hereby

acknowledge that they have been given a copy of, have read completely and understand the provisions of that certain document entitled "Declaration of Covenants, Conditions and Restrictions Affecting Kevington of South Fayette Plan of Lots, Allegheny County, Pennsylvania" such Declaration being dated the day of _____, 2008 and being recorded at Book Number __ Pages __ through __ in the Allegheny County Recorder of Deeds Office.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the
day of _____, 20__.

OWNER (S):

CONTRACTOR:

EXHIBIT D

REQUIREMENTS FOR FORM OF LANDSCAPING /HARDSCAPING PLANS

Landscaping Plans must be prepared to a scale of 1" = 10' or 1/8" = 10". Hardscaping Plans must be prepared to a scale 1/4" = 1'. Landscaping Plans and Hardscaping Plans must indicate the following:

1. Proposed topography;
2. Drainage patterns;
3. Easements and rights of way;
4. Driveways, sidewalks, walkways, patios, decks, etc. (location and materials);
5. Plant material (quantity, botanical, common name, size);
6. Sod and/or seed;
7. Exterior lighting;
8. Irrigation plan, if any.

EXHIBIT E

LANDSCAPE AND HARDSCAPE STANDARDS AND CRITERIA

1. Applicability of landscape standards and criteria

Landscape standards and criteria have been established to promote quality design and control of the exterior improvements of each lot in Kevington. The goal of the specifications is to establish a unified, harmonious image for the community through the planting of landscaping materials that protect and enhance the value of each individual lot.

2. Definitions

a) Caliper

A measurement of the diameter of a tree trunk taken at 6 inches above ground line for trees up to 4 inches in diameter and 12 inches in diameter for larger trees.

b) Canopy

An overhanging, roof-like frame structure or mass of shading limbs and foliage.

c) Drip Line

An imaginary, roughly circular ground line indicating the maximum spread of the limbs of a tree or shrub.

d) Deciduous Tree/Shrub

Hardwoods which shed all their leaves in autumn or in a dry season.

e) Evergreen tree/shrub

Plants that shed their needles or leaves slowly throughout the year, remaining for the most part green.

l) Flowering tree

A generally small-scale, deciduous tree that produces spring or early summer flowers.

g) Groundcover

The lowest and most horizontal level of vegetation in landscape, and are usually installed as the final part of landscape construction.

h) Hedge

A number of shrubs or trees planted closely together in a line. A hedge may be formal (if sheared and shaped often) or informal (if allowed to assume its natural shape)

i.) Irrigation System

The application of water to a lawn or garden to support an intensive and regular growth of plants.

j) Mulch

A top-dressing applied to a planting bed to retain moisture, suppress weeds and provide good color or textural contrast to the rest of a landscape. Typical mulches include peat moss, shredded bark or mushroom manure.

k) Revegetation

The re-growth of plant cover over a disturbed ground area, with human assistance to initially start the re-growth process.

l) Ornamental planting

Trees or shrubs grown for shade, beauty, and bloom.

m) Privacy wall

A vertical wall constructed of stone, brick, or wood, and of sufficient height to visually screen and physically separate one area from another.

n) Retaining wall

A vertical or tilted wall constructed to prevent hillside erosion.

p) Screening

A vegetative or constructed hedge or fence used to block wind, undesirable views, noise, glare, and the like.

Landscape plan

The plan should be kept simple. Ornamental plantings and formal planting characteristics should concentrate near the main structure, allowing more natural and informal massed plantings to occur as one moves away from the house. Plant materials should respect native Pennsylvania species and conform to the recommended plant palette listed in section 10.

The illustrations on the following page show a sample planting arrangement for typical lot types. Within each lot, planting zones are delineated for front, rear, and side yard areas. These are discussed below.

- * Front planting in this area should be ornamented in design quality and consistent with the natural character of Kevington. Foundation planting shall be used to complement the main structure's architecture and should provide a visual focus to the entry with more precision placement of plant materials. Topiary and unnatural planting types are discouraged.
- * Rear- This planting should be integrated with the outdoor amenities (pool, patios, etc.) so that all blend aesthetically and functionally. This area can reflect the owner's personal tastes by providing for special gardens and other uses in the immediate outdoor living space, blending to a more naturalistic landscape arrangement at rear and side yard property lines.
- * Side- Side yards should be neighbor friendly, two (2) sided planting design, with primary focus on screening for privacy. Natural planting layouts are encouraged,