

**BROOKWOOD PLACE**  
**A PLANNED COMMUNITY**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS**

This Declaration of Covenants, Conditions, Easements and Restrictions (this “Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Donegal Land Partners, LLC, (hereinafter referred to as “Developer”) having its principal place of business at 2543 Washington Road, Pittsburgh, PA 15241.

**WITNESSETH:**

WHEREAS, Developer proposes to develop a parcel of land in the Township of Peters, County of Washington, Commonwealth of Pennsylvania (“Property”), into a development to be known as “BROOKWOOD PLACE”. A true and correct legal description of the Property is more particularly described in Exhibit “A”, which is attached hereto and made a part hereof; and

WHEREAS, Developer proposes to cause said Property to be subjected to the covenants, conditions, easements and restrictions herein provided, for the purpose of preserving and enhancing the value of said Property, and for the benefit and enjoyment of the persons residing thereon; and

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

WHEREAS, Developer has created a nonprofit corporation (the “Association”) known as BROOKWOOD PLACE HOMEOWNERS’ ASSOCIATION, INC., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Developer hereby declares that the Property described in Exhibit “A”, including any applicable subdivisions thereof, shall be held, sold and conveyed subject to the following conditions, covenants, easements and restrictions which shall run with the land. The Developer further declares that the conditions, covenants, easements, and restrictions contained herein shall also be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof, and their respective heirs, devisees, personal representatives, successors and assigns.

## ARTICLE I

### DEFINITIONS

Section 1. Association. A non-profit corporation known as BROOKWOOD PLACE HOMEOWNERS' ASSOCIATION, INC., made up of all Unit Owners of BROOKWOOD PLACE.

Section 2. Common Areas. Any part of the Property which is to be dedicated to the Association, which the Association owns, and/or which the Association maintains for the benefit and enjoyment of the Unit Owners.

Section 3. Common Expenses. These shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Areas and Common Property, including, but not limited to, the access driveways which provide service to the driveways which service the Units; (2) entrance monuments; (3) utility charges not separately billed or charged; (4) insurance and taxes for the Common Areas and Common Property; (5) insurance for the individual Units, if purchased by the Association, on a group basis, for all of the Units; (6) expenses declared common by this Declaration; (7) the reimbursement to the Developer for the cost to purchase and install the mailboxes referred to as Cluster Box Units (CBUs) as required by the U.S. Post Office for the delivery of mail, estimated at \$150 per Unit; (8) expenses associated with snow removal of the sidewalks adjacent to the streets, and the maintenance, repair, and replacement of any standard landscaping packages related to the Units as described herein; (9) expenses associated with stormwater management, including, but not limited to the maintenance, repair, and/or replacement of onsite and offsite rain gardens and stormwater facilities; (10) expenses associated with the maintenance, repair, and/or replacement of the private roads and/or walkways located in Common Areas or adjacent to the streets; (11) the cost of security as may be provided from time to time; and (12) expenses declared common by the Board of Directors of the Association.

Section 4. Common Property. All real and personal property to be dedicated to or owned by the Association for the common use and enjoyment of the Unit Owners including the property shown on the recorded subdivision plan or over which the Association has an easement of maintenance for the use and enjoyment of the Unit Owners.

Section 5. Developer. Donegal Land Partners, L.L.C., its successors and assigns, including any successor interest who takes title to any portion of the property for the purpose of developing it in accordance with this Declaration.

Section 6. Lot. Any plot of land shown upon any recorded subdivision map of the Property, specifically excluding the Common Property.

Section 7. Member. Those Unit Owners who are members of the Association, as provided in Article II hereof.

Section 8. Property. The real property described in Exhibit “A”.

Section 9. Unit. A building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

Section 10. Unit Owner. The record owner of a lot upon which is erected a Unit.

## **ARTICLE II**

### **MEMBERSHIP, VOTING RIGHTS, MEETINGS AND GOVERNANCE OF THE ASSOCIATION**

Section 1. Membership. Every Unit Owner of a Lot in BROOKWOOD PLACE shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 2. Voting. The Developer shall be entitled to cast (1) vote at any meeting of Unit Owners for each Lot owned by the Developer. After the sale of a Lot by the Developer to a third-party purchaser, such Unit Owner shall be entitled to one vote.

Section 3. Annual Meeting. The Association shall have an Annual Meeting to be held during the month of November at such time and place as the Board of Directors selects within Washington County as more specifically set forth in the By-Laws.

## **ARTICLE III**

### **PROPERTY RIGHTS**

Section 1. Unit Owner’s Easement of Enjoyment. Every Unit Owner shall have an easement of enjoyment in and to the Common Areas and 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 suspend the voting rights of a Unit Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of

the Declaration or Bylaws or for the duration of the infraction, whichever is longer;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas and Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by a majority of the Unit Owners at a meeting held for such purpose;

(c) the right of the Developer during the development and construction of the Property, or prior to the dedication of the Common Areas and Common Property to the Association, 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, however, that the quantity of Common Property will not be substantially diminished;

(d) the right of the Developer in and to a construction easement over, upon, under and through all of the Common Areas and/or Common Property until completion of all development and construction on the Property. Said easement shall include but not be restricted to: installation of utilities, walks, roads, driveways and parking areas; grading, seeding and landscaping; parking for construction vehicles, trailers, workmen and open house or promotional activities; use of units for sales models and construction or project sales offices; erection of signs and temporary structures such as sales offices and construction trailers; construction of storm water detention areas and any other easement required by any governmental agency;

(e) the right of the Developer to grant easements upon, across, over, under, in and to any part of properties, including Common Areas and/or Common Property to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to cable television service, electricity, gas, security, telephone, water, and similar systems.

(g) the right of the Association to borrow money for the purpose of repairing or improving any facilities located thereon, and to give as security therefore a mortgage covering all or any portion of the Common Areas and Common Property; provided, however, that in event of a default and foreclosure upon such mortgage, the mortgagee must permit continued use

of the Common Areas and Common Property by the Unit Owners and their guests.

Section 2. Delegation of Use. Any Owner may assign his right of enjoyment to the Common Property and facilities to members of his (or her) family, tenants or contract purchasers who reside on the property.

Section 3. Title to Common Property. Developer hereby retains title to the Common Areas and Common Property until such time as the Developer conveys the same to the Association. Developer may convey the Common Areas and Common Property to the Association upon the sale of twenty five percent (25%) of the Lots in the Plan but shall convey the Common Areas and Common Property to the Association upon the sale of seventy-five (75%) of the Lots in the Plan. Said conveyance shall be 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 instruments of record, including, but not limited to, those set forth in this Declaration. The Developer's retention of title shall not prohibit the Developer from using the Association's funds for the maintenance, improvement, or costs associated with the Common Areas and/or Common Property. The Association must accept the Common Areas, Common Property and /or the Additional Property, if applicable, when the same are conveyed by the Developer to the Association.

Section 4. Storm Water Maintenance. Several of the lots at BROOKWOOD PLACE will have storm water conveyance lines that will empty into the detention ponds on the Property. The repair, replacement and maintenance of these storm water conveyance lines and the detention ponds shall be Common Expenses, and shall be the responsibility of the Association.

Section 5. Temporary Easement For Maintenance in Favor of Unit Owners. Each Unit Owner shall have a right to a temporary easement over the property of the other Unit Owners in the same building, or adjacent buildings, for the purpose of maintaining and/or improving their residence and the grounds thereon. This temporary easement shall allow Unit Owners to cross other Unit Owners' properties in a manner so as to minimally disturb the property itself and the peaceful enjoyment of that Unit Owner but will allow access for maintaining or improving the Units. A Unit Owner wishing to avail itself of this temporary easement shall first notify the Board of Directors, and the affected Unit Owner or Unit Owners, at least two (2) weeks prior to their intended use of the temporary easement. If, at the determination of the Board of Directors, the use of the temporary easement shall adversely affect the other Unit Owners, then the Board of Directors, in its sole discretion, may require the Unit Owner seeking to use the temporary easement to post a bond or cash deposit which would guarantee the restoration of the affected Unit Owners' property back to its original condition. The Unit Owner utilizing the temporary easement shall be responsible for restoring any affected property back to its original condition.

Section 6. Covenant of Access. Each Lot shall be conveyed together with and subject to each Unit Owner having adequate and uninterrupted access to and maintenance of the Common Areas and Common Property, including, but not limited to, gas, water, electric, and telephone lines; heating, ventilating, and air conditioning facilities; walls; steps; interior and exterior lights; storm and sanitary sewers; roof drains and collectors; drainage swales; cable television antennas and/or underground wiring; pedestrian ways; and vehicle and pedestrian access.

Section 7. Driveway Access. Some Units may have access to their respective garages by virtue of an alley or common driveway which is considered Common Property. No Unit Owner shall be permitted to obstruct the common driveways, or to park a vehicle thereon.

Section 8. Condition of Title. A list of title restrictions and encumbrances which may affect title to the Property and Additional Property is attached hereto as Exhibit "C" and is incorporated by reference herein.

#### **ARTICLE IV**

#### **PARTY WALLS**

Section 1. General Rules or Laws To Apply. Each wall which is built as part of the original construction of the townhouses on the Property and placed along the common boundary between two Lots or Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use, unless the party wall is damaged by the act or omission of one owner, in which event the owner causing such damage shall be solely responsible for the entire repair and cost thereof.

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

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

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

## ARTICLE V

### ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. With the exception of Lots owned by the Developer, each Lot, by the acceptance of a deed therefor, 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: (1) Annual Assessments or charges; (2) Special Assessments; and (3) specific assessments against particular Units for fines or other charges. All such assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien upon the Lot against which the assessment was made and shall also be the personal obligation of the person who was the Unit Owner of such Lot or Unit at the time when such assessment fell due. The said Unit Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new Unit Owner, who shall, however, not be personally liable for such delinquent assessment unless expressly assuming that obligation.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the residents of the Property, for the improvement, maintenance, repair and/or replacement of the Common Property and Common Areas, for Common Expenses, and for the costs associated with storm water management and the maintenance of the storm water management facilities. The Board of Directors shall also have the right to utilize the assessments to create appropriate reserves for the Common Property.

#### Section 3. Annual Assessments.

(a) The Annual Assessment shall initially commence on the date that the Board of Directors of the Association designates and such annual assessments shall be made thereafter annually based on the budget adopted annually by the Association. For the first annual assessment, the amount thereof shall be One-Hundred and Twenty Dollars (\$120.00) per month. Assessments shall be collected and paid quarterly in advance or on such dates as may be determined by the Board of Directors. The Developer shall not be required to pay annual assessments on any Lot or Lots that it owns without the Developer's prior written consent. **[Floating dues]**

(b) It shall be the duty of the Board of Directors 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 and a proposed Annual Assessment. The Board of Directors

shall cause a copy of the budget and proposed Annual Assessment to be delivered to each Unit Owner at least thirty (30) days prior to the Annual Meeting. The budget and the Annual Assessment shall become effective unless disapproved at the Annual Meeting by vote of at least fifty-one (51%) percent of the Unit Owners in attendance, either in person or by proxy.

(c) The Association shall, upon demand at any time, furnish to any Unit Owner a certificate in writing signed by the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

(d) In the event the Board of Directors is delayed in preparing the Annual Budget or a vote of the membership causes a delay, the Unit Owners shall continue to pay the monthly charges at the then-existing rate established for the previous period until the same shall be changed.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Property or the Common Areas, provided that any such Special Assessment shall have the consent of two-thirds (2/3) of the Unit Owners present, in person or by proxy, at the Annual Association Meeting or a Special Meeting called for this purpose. The Developer shall not be subject to special assessments without its prior written consent.

Section 5. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 herein shall be hand-delivered to the Unit or mailed by United States mail, first-class, postage prepaid, to the Unit Owner at the address appearing in the records of the Association, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members and proxies entitled to cast over ten (10%) percent of all the votes shall constitute a quorum.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment shall commence as to each Lot when an Occupancy Permit is obtained for the home, and closing of that home from the builder to the first home buyer has occurred. At settlement, the current month's assessment shall be prorated on a daily basis. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall incur a late charge of Fifty Dollars (\$50.00) per month or at such rate as determined by the Board of Directors and, if not paid within sixty (60) days, interest at the rate of 15% per annum. The Association may bring an action at law against the Unit Owner, or the person personally obligated to pay the assessment, or foreclose the lien against the Unit, 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 and a reasonable attorney's fee, together with the costs of the action. No Unit Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Areas and/or Common Property, or abandonment of his Lot or Unit.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of a purchase money mortgage placed upon the properties subject to assessment.

Section 9. Capitalization Fee; Fund for Replacements. The Developer shall have the right to charge a one-time capitalization fee to the Unit Owner at the Unit Owner's closing with the builder. The capitalization fee at the time of this Declaration is One-Thousand Dollars (\$1,000.00). The Developer shall have the right to utilize up to Five-Hundred Dollars (\$500.00) from the Capitalization Fee for reimbursement to the Developer for the purchase, installation and/or maintenance of any mailboxes required by the United States Post Office and/or to defray the costs associated with the development and construction of the storm water management facilities on the Property. The Association may also establish and maintain a reserve fund for replacement of any part of the Common Areas and/or Common Property and facilities as the Association deems appropriate.

## **ARTICLE VI**

### **INSURANCE**

Section 1. Association Coverage. The Association shall obtain and maintain, to the extent obtainable, without prejudice to the right of each Unit Owner to insure the Unit Owner for the Unit Owner's benefit, the following insurance policies:

(a) Insurance on the Common Areas and/or Common Property, and any easements associated with the 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:

(1) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

(2) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board of Directors may from time to time determine;

(3) Public liability insurance in such amount as the Board of Directors may from time to time determine is appropriate.

(4) Workers Compensation insurance to the extent necessary to comply with any applicable law;

(5) Such other policies of insurance, including insurance for other risks of a similar nature, (including, but not limited to Flood Insurance), as are or shall hereafter be considered appropriate by the Board of Directors.

To the extent that any easements are located on a Lot of a Unit Owner, the Insurance of the Association shall be primary, and the Association shall furnish, at the request of such Unit Owner, a Certificate of Insurance confirming the existence of such coverage.

(b) The Association may also obtain, as a Common Expense, insurance of the type known as “officer’s and director’s liability” coverage.

(c) The premiums for the insurance coverage shall be a Common Expense levied by the Board of Directors.

(d) The Board of Directors or its designee shall have the exclusive authority to adjust losses under the said insurance policies.

(e) Each Unit Owner shall be responsible for insurance on the Unit, the contents of the Unit, the additions and improvements thereto and public liability insurance covering the land and building.

## **ARTICLE VII**

### **SEPARATE MORTGAGES, TAXES, UTILITY CHARGES**

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber his or her own Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Areas and/or Common Property.

Section 2. Taxes and Assessments. The Association shall pay as a Common Expense all real and personal property taxes assessed against the Association and/or any property owned by the

Association. It is the intent of this Declaration that inasmuch as the interest of each Unit Owner to use and enjoy the Common Areas and/or Common Property is an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Unit Owner in such Common Areas and/or Common Property shall be included in the assessment for each such Lot.

Section 3. Utilities. Each Unit Owner shall pay for cable television, electricity, gas, sewer, telephone, water, and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

Section 4. Landscaping, Lawn Maintenance and Snow Removal. The Association shall procure, on an annual basis, grass cutting and trimming, lawn fertilizing, mulching of flower and decorative beds of the standard landscaping package or replacements, in kind, thereof. The Association shall also procure, on an annual basis, snow removal service for the common driveways, sidewalks abutting any streets, and any private roads. The costs associated with these services shall be included in the Annual Assessments paid by the Unit Owners. It is the express intent of the Developer that all of the Unit Owners must participate in these services, and no Unit Owner shall have the right to opt out of the same.

## **ARTICLE VIII**

### **USE RESTRICTIONS AND RULE MAKING**

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and the use of the Property (including and Additional Property if applicable) is hereby restricted as follows:

(a) Unit Restrictions. Other than amendment to the plans made by the Developer, no Lot or Unit may be divided or subdivided into a smaller Lot or Unit, nor may any portion of any Lot or Unit be added to or incorporated into another Lot or Unit, nor any portion less than all thereof sold or otherwise transferred.

(b) Structures. No structure shall be erected, altered, placed, used or permitted to remain on any Lot other than a Unit meeting the construction standards set forth herein. All structures are to have slab on grade construction.

(c) Use of Common Property. The Common Property and facilities may be used by all Unit Owners and/or residents, their families, guests and invitees, subject to such Rules and Regulations as may be established by the Board of Directors.

(d) Maintenance. Each Unit Owner shall furnish and be responsible, at the Unit Owner's own expense, for the maintenance, repairs and replacements within the Unit and also for all exterior maintenance required in and about the Unit. The Board of Directors shall determine what exterior maintenance is the responsibility of the Unit Owner.

(e) Prohibited Use. No articles of personal property belonging to any Unit Owner shall be stored on any portion of the Common Areas and/or Common Property without the prior written consent of the Board of Directors. Nothing shall be done or kept in any Unit or on the Common Areas and/or Common Property which violates the law, or which will increase the rate of insurance on any building or contents thereof.

(f) Outside Attachments. Unit Owners shall not attach anything to the outside walls or roof of any Unit, such as radio or television antenna, or satellite dish, (excepting a satellite dish with a diameter of 18" or less), which may be visible from the street. All exterior alterations must be approved by the Board of Directors using an approved "Alteration Request Form".

(g) Signs.

(1) Except for a standard "for sale" sign which does not exceed six (6) square feet, no sign of any kind shall be displayed in the public view on any Lot for a period of thirty (30) days or more during any calendar year without prior written consent of the Board of Directors.

(2) The Developer or builder shall have the right to erect signs to advertise all of the Property, the Additional Property, the sale of Lots, and any other signs which the Developer deems necessary for construction and sale of Lots on any part of the Property and Additional Property owned by Developer. Developer shall have the right to erect an entrance monument identifying the plan as "BROOKWOOD PLACE".

(h) Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

(i) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in plastic bags or disposal containers and shall be disposed of in such manner as may be prescribed from time to time by the Township of Peters or in the Rules and Regulations. Garbage bags and/or containers shall not be taken out earlier than 5:00PM on the day prior to collection and must be kept out of public view at all other times. No building materials, refuse, trash or debris shall be kept, stored, or allowed to accumulate on any Lot.

(j) Residential Use. All Lots and Units shall be for private residential purposes only. Notwithstanding anything contained herein, the Developer or its designee builder has the right to use any Lots or Units owned by it for models and for sales offices and administrative offices. If a specific home occupation is permitted under the zoning laws of the Township of Peters, such use shall be permitted in this Plan.

(k) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the Unit Owners.

(l) Laundry Lines. Laundry poles and lines outside of Units are prohibited.

(m) Temporary Structures. No structure of a temporary character, dog house, trailer, tent, shed, shack, garage, barn or other out-building shall be constructed or used on any Lot at any time except by the Developer or its designee builder in completing the Development.

(n) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit, on any Lot, or in the Common Areas and/or Common Property, except that dogs, cats or other household pets may be kept in the Units, subject to the Rules and Regulations adopted by the Association. All household pets must be kept leashed when outside the Unit. All pet debris must be picked up immediately and properly disposed of in accordance with the applicable Rules and Regulations.

(o) Balconies, Decks, Patios, and Porches. No rugs, cloths, sheets, blankets, laundry of any kind, or other article shall be hung from balconies, decks, patios and/or porches. Balconies, decks, patios and/or porches shall be kept free and clear of rubbish, debris and other unsightly materials. Unit Owners may install an awning over its balcony, porch, patio and/or deck with the prior written approval of the Board of Directors or its designees. The Board of Directors shall have the right to determine the colors and the materials which a Unit Owner may utilize for the maintenance, repair and/or replacement of any decks.

(p) Easements of Pipes, etc. No water pipe, gas pipe, sewer pipe or drainage pipe (excluding attached downspouts) shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded Plan.

(1) Except as provided herein, no structure, planting or other material shall be placed or permitted to remain within the easements if such improvements may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

(2) Except as provided herein, the easement area of each Lot and all improvements in it shall be maintained continuously by the Unit Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Developer, its agents, successors, and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

(3) The Developer shall also have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

(q) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area and/or Common Property of any cars, truck, tractor, tractor-trailer, semi-truck, camper, trailer, motorcycle, all-terrain vehicle (ATV), mobile home, boat or other transportation device of any kind, unless approved in writing by the Board of Directors. No Unit Owner or Tenant shall repair or restore any vehicle of any kind upon any Lot or Common Area and/or Common Property. Street parking is governed by the rules of the Township of Peters. In addition, the Board of Directors shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on a Lot or the Common Areas and/or Common Property. All cars owned by Unit Owners must be parked in their own garage.

(r) Motorcycles. No motorcycles, motorbikes, scooter, go-carts, snowmobiles or similar motor-powered vehicles shall be stored on any portion of the Common Areas and/or Common Property.

(s) Landscaping. All landscaping of the Lots, Units and the Common Areas and/or Common Property shall be performed by the Association. The removal of trees, hedges, and/or shrubs adjacent to the Lots, Units and/or on the Common Areas and/or Common Property, without the prior written consent of the Board of Directors, is prohibited. Unit Owners may add flowers or shrubs in the original planting beds with the prior written approval of the Board of Directors who shall have the right to impose conditions upon the same. If new landscaping is desired, the Unit Owner must submit an Alteration Request Form for approval by the Board of Directors.

(t) Drainage. No structure, planting or other material may be stored or erected on the Property which interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel or drainage pipe.

(u) Other Structures. No structures other than single family units shall be erected on any of the Lots. All garages must be integral to the Unit.

(v) Garages. Garages may not be converted to living space, and may only be used for storage of vehicles or personal property.

(w) Fences. No fences are permitted in any area on the Lots with the exception of invisible fences or other underground pet control which shall be permitted.

(x) Wells. No oil or gas well shall be drilled on any Lot. Additionally, no ground water well shall be drilled on any lot.

(y) Driveways. Asphalt driveways are required.

### **ARTICLE IX** **CONDEMNATION**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation) by an authority having the power of condemnation or eminent domain, any award shall be payable to the Association and used as may be determined by the Association.

### **ARTICLE X** **LEASING**

Units may be leased only by written leases for a period of no less than six (6) months. All tenants shall be subject to the terms and conditions of this Declaration, and any Rules and Regulations promulgated thereunder as though such tenant were a Unit Owner. A copy of every lease shall be filed with the Association within seven (7) days of its execution.

Each Unit Owner agrees to cause its lessee, occupant, or persons living with such Unit or with his lessee to comply with the Declaration and the Rules and Regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Association's option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board of Directors shall have the right to require approval of all leases to insure compliance with this Article. The Board of Directors may promulgate additional Rules and Regulations relating to the leasing of Units.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of this Declaration, and the administrative 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 any covenant, condition, easement or restriction imposed by this Declaration either to restrain violation or to recover damages or to collect any liens or charges imposed pursuant to this Declaration, and against the Lot to enforce any lien created by these covenants, and failure by the Board of Directors or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided in Article V hereof. The expense of enforcement by the Board of Directors (including reasonable attorney's fees) shall be chargeable to the Unit Owner violating these conditions, covenants, easements, and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. Subject to the rights of the Developer, this Declaration may be amended by the affirmative vote of two-thirds of all the Unit Owners voting, in person or by proxy, at any Annual or Special Meeting. Such consent may be obtained by vote at a regular or special meeting or by a written instrument signed by a Unit Owners or a combination of these two methods. No amendment shall be effective until recorded in the Washington County Recorder's Office.

Section 4. The Common Property. The Board of Directors, subject to the rights of the Unit Owners set forth on this Declaration, shall be responsible for the exclusive management and control of the Common Property and Common Areas. All improvements thereon and shall be kept in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 5. Management. The Board of Directors 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 of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Board of Directors or by any person or entity with whom it contracts. If the Board of Directors enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The



Board of Directors may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 6. Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property, but may not dispose of the Common Areas and/or Common Property without the consent of a majority of Unit Owners.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by 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, including any rights given by the Uniform Planned Community Act of Pennsylvania, Act 180 of 1996, as amended (the "Act").

Section 8. Notice of Sale. In the event that a Unit Owner sells its Unit, the Unit Owner, at least seven (7) days prior to the Closing, shall notify the Association, in writing, of its forwarding address and new phone number. The Unit Owner shall also notify the Association of the name, address and phone number of the purchaser(s) of the Unit. The Association shall have the right to require the collection of any current or delinquent assessments or fees at the closing of such Unit.

Section 8. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

Section 9. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

Section 10. Notices. Any notice required to be sent to any member of the Association or Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, to the last known address of the person who appears as member of the Association or Unit Owner on the records of the Association at the time of such mailing.

Section 11. The maximum number of Units to be developed in the Planned Community is forty (40) Units. The maximum number of Units which could be developed on the Additional Property alone is 26 Units.

Section 12. Duration. The covenants, conditions, easements, and restrictions of this Declaration shall run with and bind the land, shall inure to and be enforceable by the Association

and the Board of Directors, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating the same signed by the then Unit Owners of seventy-five (75%) percent of the Lots, has been recorded prior to the commencement of any ten (10) year period in the Department of Real Estate of Washington County.

**ARTICLE XIII**  
**UNUSUAL CIRCUMSTANCES**

Developer knows of no unusual circumstances associated with the Development or the Property.

WITNESS the execution hereof the day and year first above written.

ATTEST:

DONEGAL LAND PARTNERS, L.L.C

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_  
E. MARTIN GILLESPIE  
Manager of the General Partner

**EXHIBIT "A"**

**EXHIBIT "B"**  
**TITLE RESTRICTIONS**