

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS FOR ORCHARD PARK PLANNED RESIDENTIAL DEVELOPMENT,
A PLANNED COMMUNITY,
TOWNSHIP OF CRANBERRY, COUNTY OF BUTLER,
COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 9th day of February, 2007, by WAIN FARMS, LLC, a Pennsylvania limited liability company, as the owner in fee simple of the Real Estate herein described.

WITNESSETH

**ARTICLE I
PROPERTY DESCRIPTION AND SUBMISSION**

1.01 Property Ownership and Description. Wain Farms, LLC, is the owner of certain real property situate in Cranberry Township, Butler County, Pennsylvania, which property will be Orchard Park Planned Residential Development, a Planned Community ("Planned Community"). The description of the property is attached hereto as Exhibit "A" and is incorporated herein by reference.

1.02 Submission. Wain Farms, LLC, a Pennsylvania limited liability company (the "Declarant"), hereby submits the property described in Section 1.01 above to the following covenants, conditions, reservations and restrictions.

**ARTICLE II
DEFINED TERMS AND DESCRIPTION OF PLANNED COMMUNITY**

2.01 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.).

(b) "Association" means the Orchard Park Homeowners Association, Inc., a Pennsylvania non-profit corporation.

(c) "Board of Directors" means the Board of Directors of the Association.

(d) "By-laws" means the By-laws of the Association.

(e) "Building(s)" means any buildings constructed or erected on the Real Estate.

RETURN TO:

Row Henshaw
Cranberry Township
2525 Rochester Rd, Suite 400
Cranberry Township PA 16066-6499

(f) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.

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

(h) "Common Facilities and Common Spaces" means the open space, community building, swimming pool, storm water detention pond and related facilities as shown on the Plan.

(i) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the Real Estate and made a part hereof, as the same may be amended from time to time.

(j) "Real Estate" means the Real Estate described in Exhibit "A".

(k) "Lot" means a lot as described in the plats.

(l) "Lot Owner" means the owner in fee simple of any lot, but shall not include the Declarant or any person or persons purchasing a lot under contract (until such contract is fully performed and legal title conveyed of record).

(m) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

2.02 Unit Boundaries. The boundaries for each lot are shown on Exhibit "B" attached hereto. Each lot can be separately owned and except as provided in this Declaration or on the Plats or Plans is not subject to any easements or rights of other owners.

2.03 Identifying Number. Each lot shall be identified by the lot number shown on Exhibit "B".

2.04 Number of Lots. The Planned Community shall be developed in three phases. It shall consist of eighty-seven (87) units as shown on Exhibit "B".

ARTICLE III **EASEMENTS**

3.01 Easements. Declarant hereby creates the following easements:

(a) Easement for Sales Offices, Management Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models on the Real Estate and to relocate such models, management offices and sales offices from time to time anywhere within the Real Estate. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales offices, management offices and models shall be limited to activities connected with Orchard Park Planned Residential Development and no other

plan. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Real Estate. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom. Any fixtures and personal property not so removed shall be deemed property of the Association.

(b) Easement for Advertising Signs. Declarant shall have the right to maintain on the Real Estate such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

3.2 Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the lots, street rights of way and common spaces. Notwithstanding the foregoing provision of this Section 3.2, unless approved in writing by the lot owner or lot owners affected thereby, any such easement through a lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the lot by the Declarant, or as shown on the plats, or so as not to materially interfere with the use or occupancy of the lot or any building by its occupants.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the drainage easement as shown on the Plan for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.4 expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

3.4 Utility Service Lines. All utility service lines shall be installed underground in any area of the Plan where utility trunk lines are located underground.

3.5 Termination of Easements. The easements created by Section 3.1 hereof shall terminate upon the conveyance by Declarant of all of the lots on the plats embracing all of the Real Estate.

3.6 Additional Easements. The Planned Community and Lots shall be subject to all easements and licenses shown on Exhibit "B".

3.7 Recorded Easements. A listing of all recorded easements is attached hereto as Exhibit "C".

ARTICLE IV
COMMON FACILITIES AND COMMON SPACES

4.1 Common Facilities and Common Spaces. The Plat contains areas shown as open space and bufferyards (collectively the "Common Spaces"). The Common Space includes area that will be improved with a community building and swimming pool ("Common Facilities"). The storm water detention ponds shall be located in the Common Space.

4.2 Limited Common Facilities. There are no limited common facilities in the Planned Community.

4.3 Completion and Conveyance of Common Facilities and Common Spaces. All of the Common Facilities are expected to be completed as part of the construction and development of the first phase of the Plan (the "Completion"). Declarant will own the Common Facilities and Common Spaces, and shall be responsible for all maintenance, taxes, and improvements to the Common Facilities and Common Spaces until Completion. Upon the Completion, Declarant shall convey the Common Facilities and Common Spaces by Deed and Bill of Sale for One Dollar (\$1.00) to the Association. The conveyance of the Common Spaces and Common Facilities shall be made free and clear of any and all liens and encumbrances. The obligation in this Section 4.3 shall be binding on Declarant and the Association. The Declarant shall not convey the Common Facilities and Common Spaces to the Association until they are completed unless Declarant has provided a third party guarantee, bond, escrow, letter of credit or other mechanism assuring completion.

4.4 Maintenance and Responsibility. Upon conveyance of the Common Spaces and Common Facilities to the Association, the Association shall be responsible for maintenance, taxes and improvements of the Common Facilities and Common Spaces, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Facilities or Common Spaces. Accordingly, the Association shall be responsible for all costs associated with liability insurance on any Common Facilities and Common Spaces.

4.5 Prohibited Activities. No owner shall be permitted to alter, grade, disturb, remove any vegetation, or otherwise impact in any of the common areas.

ARTICLE V
USE RESTRICTIONS

5.1 Use and Occupancy of Lots and Buildings. The occupancy and use of the lots and buildings shall be subject to the following restrictions:

(a) General Use. The Common Space, as identified on the Plans, shall be perpetually preserved as Common Space and shall not be utilized for residential or commercial

purposes. No encroachment or construction shall be permitted in the Common Space, except as identified on the Plans as recorded.

(a) Residential Use. No part of the Real Estate shall be used for other than housing and the related common purposes for which the subdivision was designed. Each lot or any two or more adjoining lots used together shall be used as a residence for a single family or such other uses permitted by this declaration and for no other purposes. If zoning regulations permit home occupation activities to be conducted within the lots, application may be made by a lot owner to the Declarant for approval to commence such newly permitted use of his lot. Each such application shall be considered by the Declarant on an individual basis. Once the Declarant has given its approval to a particular use of a lot, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No building or structure intended for or adapted to business purposes and no apartment house, double house, lodging house, rooming house, hospital, sanitarium or doctor's office or other multiple-family dwelling shall be erected, placed, permitted or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, swimming pool and customary outbuilding, garage, carport, servant's quarters, or guest house may be erected, placed or maintained on any lot in the Real Estate. No lot owner shall permit his lot to be used or occupied for any prohibited purpose.

(b) Commercial Activities. Except as set forth in subsection (a) above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Real Estate; provided, however, that nothing contained in this subsection shall be construed to prevent or prohibit a lot owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates, clients or customers, in his lot.

(c) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept on any lot or in the Common Spaces, except household pets not exceeding two (2) in number for the pleasure and use of the occupants, subject to rules and regulations adopted by the Declarant, which rules or regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such permitted pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any lot upon three days' written notice from the Declarant.

(d) Signs. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any lot except "For Rent" or "For Sale" signs, referring only to the lot on which displayed, not to exceed six (6) square feet in size, five (5) feet in height, ten (10) feet from any street right-of-way and adjacent property lines, and one (1) sign to a lot.

(e) Commercial Vehicles. No commercial vehicles, construction, or like equipment or mobile or stationary trailers or recreational vehicles or boats of any kind shall be stored or parked on any lot in the Real Estate except (i) while parked in a garage completely enclosed; or (ii) while

parked to the rear of the house and concealed and screened from view from all other lots in the Plan by hedges, lattice work or other screening acceptable to the Declarant.

No commercial vehicles, construction or like equipment or mobile or stationary trailers or recreational vehicles or boats of any kind shall be stored or parked on any residential street or right of way in the Real Estate except while engaged in transporting to or from a residence in the Real Estate. Notwithstanding the foregoing, a trailer, recreational vehicle, mobile home or boat may be temporarily stored on the property.

(f) Nuisance. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Declarant. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot in the area from the property line abutting any street and extending from said property line a distance of 50 feet from the rear of any structure constructed on the property. On areas more than 50 feet from the rear of any structure, a property owner may allow the ground to remain in the natural state. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing 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 upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding lots. In the event that any lot owner shall fail or refuse to keep his lot free from weeds, underbrush or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the lot owner, which such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the Declarant and against such lot for the full amount chargeable to such lot, and such amount shall be due and payable within thirty days after demand is made therefor.

(g) Obstruction of Easements. No lot owner shall do any work or any other act which would impair any easement or hereditament without the consent of the Declarant or Association, whichever may be affected thereby.

(h) Non-Operating Non-Registered Vehicles. No owner or lawful occupier shall leave any non-operating vehicle or non-registered vehicle on or about the property of either the owner or the Association.

(i) Accessory Buildings. No tents, trailers, vans, storage tanks or temporary accessory buildings or structures may be erected or permitted to remain on any lot without the prior written consent of Declarant except in accordance with Section 6.4.

(j) Sport and Recreational Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, light utility vehicles, passenger vans or small pick-up type trucks, shall be placed, parked or stored upon any lot except in conformity with Section 5.1(e) hereof, nor shall any maintenance or repair be performed upon any of the above-

enumerated vehicles. Notwithstanding the foregoing, boats, recreational vehicles, mobile homes and trailers may remain on the property temporarily.

(k) Plantings. The lot owner shall keep the lot free of unauthorized plantings, unsightly weeds, underbrush or refuse piles or other vegetation or objects.

(l) Maintenance. Each owner shall maintain his lot in a safe, clean and sanitary manner and all buildings or structures erected thereon in good order and repair and in accordance with all covenants, conditions, reservations and restriction.

(m) Fences. No fences shall be permitted to be constructed around the perimeter of any lot except privacy fences may be constructed around swimming pools, patios or rear yards.

(n) Tree Removal. No owner shall remove any trees with a diameter at breast height of eight (8) inches or greater except for clearing for the building area or to remove diseased or dying trees.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Declarant's Right to Control Improvements. For the purpose of further insuring the development of the premises as an area of high standards, the Declarant reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as the Declarant shall deem necessary and proper.

(a) No building or other structure shall be commenced, erected or altered on any lot until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to the Declarant and the Declarant shall have approved the plans, in writing, as to the harmony of external design and location in relation to the surrounding structures and improvements and the topography of the property. The plans required under this subsection shall be submitted to the Declarant prior to any mortgage application or any submission to any governmental body for approval.

(b) No building or other structure shall be erected, constructed or altered on any lot of any external building material except stone, brick, finished stucco, cedar wood siding, vinyl, tongue/groove siding or ship-lap siding. In the event new exterior products are developed, Declarant will consider the same for approval but shall not be obligated to approve any particular material.

(c) Construction of the residence shall commence within six (6) months of conveyance of the lot from Declarant and upon issuance of the building permit and commencement of the construction of any structure, the structure shall be completed within one (1) year.

(d) No garage shall be located at a level below the grade of the street unless approved by Declarant.

6.2 Minimum standards. Notwithstanding the foregoing right to approve building plans, the following minimum standards shall apply to buildings on the lots in the Real Estate:

(a) Each one-story, single family dwelling with attached garage, exclusive of porches and garages, shall be no less than 1,600 square feet in living area. Each two-story, one and one-half story, split entry or multi-level single family dwelling, exclusive of porches and garages, shall be no less than 2,000 square feet in living area. The living area shall be determined by the interior dimensions of the finished living space excluding garages, carports, open or enclosed porches, basements, whether finished or not, and attics.

(b) The exterior building materials shall extend to grade level, and no building shall have an unfinished exposed foundation of concrete or concrete block.

(c) All lawns must be either seeded or sodded for the entire front area, both sides and rear of the residence, said seeding or sodding to be done within six months or next immediate growing season after erection of the residence on any lot, whichever first occurs.

(d) All driveways must be paved within six (6) months from occupancy of the building with asphalt, concrete or other material of comparable appearance and service approved by the Declarant.

(e) The owner of any lot on which a building has been constructed shall erect, install and maintain, at a location thereon designated by the developer, a post and lamp, of a kind and type designated by the Declarant.

(f) The owner of any lot on which a building has been constructed shall also construct a sidewalk parallel to the curb of the street bounding said lot, the edge of which sidewalk shall be four (4) feet from the edge of the curb, and which sidewalk shall be four (4) feet in width, four (4) inches thick, constructed of poured, untinted concrete, broom finished with smooth edges.

6.3 Subdivision of Lots. None of the lots shall at any time be subdivided. A single lot, together with contiguous portion or portions of one or more lots, may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary lines of such integral unit than twenty (20) feet; nor closer to any street than the distance designated in the Plan.

6.4 Accessory Structures. Detached garages or other accessory structures may be constructed on any lot after compliance with Section 6.1(a) and provided the building materials are the same as the principal residence.

ARTICLE VII **HOMEOWNERS ASSOCIATION**

7.1 Membership. For the purpose of ownership and maintenance of Common Spaces and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all lot owners, each and every lot owner in accepting a deed or contract for any lot in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of the Homeowners Association, a non-profit corporation.

7.2 Succession. Upon the sale by Declarant of all of the lots provided in the plats embracing all of the Real Estate, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

7.3 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(a) Delegation of Authority. To appoint committees of the Board of Directors (which need consist of only one member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

(b) Contracting for Services. To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the common facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

7.4 Allocation of Interest. Each lot shall have one vote in the Association. The percentage of common expenses allocated to each lot shall be equal.

ARTICLE VIII **BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT**

8.1 Quarterly Assessments. All common expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of each quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors.

8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest, which may be levied by the Association, shall be subordinate to the lien of a prior recorded mortgage on a lot.

8.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the common facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the common facilities (other than for purposes of repairing, replacing and restoring portions of the common facilities) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of the lot owners entitled to cast two-thirds (2/3rds) of the votes of all lot owners.

8.4 Reserve. Each annual budget for quarterly assessments of common expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to Two Hundred Fifty (\$250.00) Dollars and shall remit such amount to the Association. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

8.5 Accounting. On or before the first day of April of each calendar year commencing in 2008, the Association shall supply to all lot owners an itemized accounting of the common expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or quarterly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

8.6 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any lot owner's quarterly assessments, or any non-recurring common expense or any common expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments according to each lot owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all lot owners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

8.7 Surplus. Any amounts accumulated from assessments for common expenses and income from the operation of the Common Spaces to which such common expenses pertain in excess of the amount required for actual common expenses and reserves for future common expenses shall be credited to each lot owner paying a share of such common expenses in proportion to the share of such common expenses paid by each such lot owner, said credits to be applied to the

next quarterly assessments of common expenses due from said lot owners under the current fiscal year's budget, and thereafter, until exhausted.

8.8 Acceleration. If a lot owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this declaration contained, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

8.9 Interest and Charges. All sums assessed by the Association against any lot owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth day following default in payment of any quarterly assessment when due. Any delinquent owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 8.2 above.

8.10 Confession of Judgment. In order to expedite the Association's collection of any delinquent assessment, each lot owner, by the acceptance of the deed to his lot, shall be deemed to have appointed any one or more members of the Board of Directors the attorney-in-fact for such lot owner to confess judgment against such lot owner in any court of competent jurisdiction in Pennsylvania, for any such unpaid assessments, which appointment (being for security) shall be irrevocable; and for so doing a copy of this Article VIII and said deed, both verified by affidavit, shall be a sufficient warrant. The authority granted herein to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until the declaration shall be terminated.

8.11 Implementation. The Association shall adopt in its By-laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VIII, and to otherwise provide for the efficient fiscal operation and management of the Common Spaces.

8.12 Assessments Pro Rata. The Association in imposing any assessments under this Article VIII, shall impose such assessments on a pro rata basis.

ARTICLE IX

EFFECT AND ENFORCEMENT

9.1 Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations and servitudes set forth herein shall run with the land and each lot owner, by accepting a deed to any lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be

bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

9.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any lot owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or reentry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the lot owner and the reversionary owner shall have a lien upon such lot or lots to secure payment of all such accounts.

(b) Should the owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty days, the Declarant or lot owner in whose favor said lien has arisen, their respective heirs, successors and assigns shall have the right to interest on such liens at the rate of fifteen (15%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure or otherwise.

(d) No delay or omission on the part of the Declarant or the lot owners in the Real Estate in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

9.3 Severability. Each and every of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void,

but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.4 Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

9.5 Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Township of Cranberry or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any Township or County zoning ordinance or law.

ARTICLE X
DURATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS AND SERVITUDES

10.1 Duration. All of the foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, perpetually unless terminated by a vote of not less than two-thirds (2/3) of the members of the Association.

ARTICLE XI
DECLARANT'S RIGHTS

11.1 Control.

(a) Until the sixtieth day after conveyance of twenty-five (25%) percent of the lots to lot owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by lot owners other than Declarant.

(b) No later than sixty days after conveyance of twenty-five (25%) of the lots to lot owners other than Declarant, one of the three members of the Board of Directors shall be elected by lot owners other than Declarant.

(c) No later than the earlier of (i) seven years after the date of the recording of this declaration; (ii) sixty days after seventy-five (75%) percent of the lots which may be constructed on the property and the additional Real Estate have been conveyed to lot owners other than Declarant, (iii) two (2) years after Declarant ceases to offer units for sale in the ordinary course of business or (iv) two (2) years after Declarant last exercised any development right to add new units, all

Declarant-appointed members of the Board of Directors shall resign, and the lot owners (including Declarant to the extent of lots owned by Declarant) shall elect a new five-member Board of Directors, and the By-laws of the Association shall be amended to increase the number of members of the Board of Directors from three to five.

11.2 Amendment. The Declarant shall have the right to amend this Declaration at any time to convert the Convertible Real Estate to lots or common facilities without consent of any lot owner. In addition, Declarant shall have the right to amend the Plats and Plans under §5210 (e) and (f) of the Act for any purpose without the consent of other lot owners until 75% of the lots have been conveyed.

ARTICLE XII
AMENDMENTS

12.1 Amendments. Subject to the Declarant's rights under Section 11.2, this Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3rds) of all lot owners at a meeting of all lot owners after written notice of the meeting is given to all lot owners. The Amended Declaration shall be signed by the President of the Association, recorded at the Recorder of Deeds Office of Butler County and indexed against all record owners.

IN WITNESS WHEREOF, the said Wain Farms, LLC, has caused its name to be signed to these presents on the day and year first above written.

WITNESS:

WAIN FARMS, LLC,



By: 
Thomas Hosack, Manager

Managing Member

EXHIBIT A

ALL that certain piece, parcel or lot of land situate in the Township of Cranberry, Butler County, Pennsylvania described as Lot 1 in the Wain Farms Plan recorded on 08/23/06 in Instrument Number 200608230021709.

Being a part of parcel 130-4F-117-1-0000

EXHIBIT B

PRD PLAN.

EXHIBIT C

1. Right of way to Pennsylvania Power Company recorded on 08/08/1975 in Deed Book Volume 1010, Page 485 in the Recorder's Office of Butler County.
2. Cranberry Township recorded on 09/29/1978 in Deed Book Volume 1079, Page 461 Recorder's Office of Butler County.
3. Oil & Gas Lease to R.J. Steele, term of 2 years from 11/26/1918, recorded at Deed Book Volume 356, Page 157 Recorder's Office of Butler County.
4. Petroleum and Oil & Gas to Clarence E. Wagner, term of 2 years from 05/06/1929 recorded at Deed Book Volume 460, Page 16 in the Recorder's Office of Butler County.
5. Right of way to Manufacturer's Light & Heat Company recorded on 04/03/1945 in Deed Book Volume 533, Page 145 in the Recorder's Office of Butler County.
6. Matters shown on Wain Farms Plan recorded 08/23/2006 in Instrument No. 200608230021709.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BUTLER)

On this 2nd day of FEBRUARY, 2007, before me, a Notary Public personally appeared THOMAS M. HOSACK, MANAGING MEMBER, of Wain Farms, LLC, who acknowledged to be the owner(s) of the subject property and that as such owner(s), executed the foregoing instrument for the purposes therein

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



Notary Public

SEAL

My Commission Expires: 9/15/2008

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gilberta L. Kite, Notary Public
Ross Twp., Allegheny County
My Commission Expires Sept. 15, 2008
Member, Pennsylvania Association Of Notaries



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania


Michele M. Mustella, Recorder of Deeds

**BY-LAWS
OF
ORCHARD PARK HOMEOWNERS ASSOCIATION, INC.
A PLANNED RESIDENTIAL COMMUNITY LOCATED
IN THE TOWNSHIP OF CRANBERRY, COUNTY OF BUTLER AND
COMMONWEALTH OF PENNSYLVANIA**

**ARTICLE I
The Association**

1.1 Composition.

The Association shall mean the Orchard Park Homeowners Association created by the recording of the Declaration of Covenants, Conditions, Reservations and Restrictions for Orchard Park Planned Residential Development, a Planned Community, recorded on February 9, 2007, at the Butler County Recorder of Deeds Office at Instrument Number 200702090003273.

1.2 Annual Meeting.

An Annual Meetings of the Association shall be held each year on a date and time to be designated by the Board of Directors. At such annual meeting, the Board of Directors shall be elected by ballot of the Unit Owners in accordance with the requirements set forth in these By-Laws and such other business as may properly come before the meeting may be transacted.

1.3 Place of Meeting.

The meetings of the Association shall be held at a place convenient to the Unit Owners as may be designated by the Board of Directors.

1.4 Special Meetings.

The President shall call a Special Meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty-five (25%) percent of the votes in the Association. A notice of any Special Meeting shall state the time, place and purpose thereof. Such meetings shall be held within forty-five (45) days after receipt by the Secretary of such resolution or petition; provided, however, if the purpose includes the consideration or rejection of a budget or capital expenditure pursuant to these By-Laws, such meeting shall be held within fifteen (15) days after receipt by the Secretary of such resolution or petition. No business shall be transacted at a Special Meeting except as stated in the notice.

1.5 Notice of Meetings.

The Secretary shall give to each Unit Owner a notice of each Annual or Special Meeting of the Association, no less than ten (10) and no more than sixty (60) days prior to such meeting, stating the time, place and purpose thereof, including, without limitation, any proposed budget or assessment changes, the general nature of any proposed amendment to the By-Laws or Declaration, and any proposal to remove a member of the Board of Directors or Officer. The giving of a Notice of Meeting in the manner provided in this Section and as otherwise provided by these By-Laws, shall be considered service of notice.

1.6 Adjournment of Meetings.

If at any meeting of the Association a quorum is not present, the Board of Directors may adjourn the meeting to a time and place not less than forty-eight (48) hours after the time for which the original meeting was called, and those Unit Owners in attendance at the rescheduled meeting shall constitute a quorum for purposes of these By-Laws.

1.7 Voting.

Each Owner of a Lot shall have one (1) vote per Lot owned by such Owner. Where more than one (1) Person owns a Lot, the vote attached to the Lot shall be voted as an undivided single vote, but all such individuals shall be entitled to attend meetings, and with the limitation of having the vote among them, to participate therein. In all elections for members of the Board of Directors, each Unit Owner shall be entitled to cast one (1) vote for each vacancy to be filled at such election. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

1.8 Proxies.

A vote may be cast in person or by proxy. If a Unit is owned by more than one (1) Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid for only the particular meeting designated therein and must be filed with the Secretary prior to or at the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting, of written notice of revocation from the Grantor(s) of the proxy. No proxy shall be valid for a period in excess of one (1) year after the execution thereof. A proxy is void if it is not dated.

1.9 Quorum.

Except as set forth below, the presence in person or by proxy of Unit Owners constituting twenty (20%) percent or more of the aggregate number of all Unit Owners at the

commencement of all meetings shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 1.6 above, the quorum at such second meeting shall be deemed present throughout said meeting of the Association.

1.10 Conduct of Meetings

The President (or in the President's absence, the Vice-President) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. The President may appoint a person to serve as Parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or Pennsylvania law.

ARTICLE II
Board of Directors

2.1 Number and Qualifications.

The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of five (5) Board Members, all of whom shall be Unit Owners or the spouse of a Unit Owner. In addition, to qualify for election as a Board Member, each nominee must be in good standing with the Association, i.e. not delinquent in paying his/her Association dues/fees and not in violation of any of the Association's Governing Documents.

2.2 Delegation of Powers; Managing Agent.

The Board of Directors may employ for the community a "Managing Agent" at a compensation established by the Board of Directors. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, all of the duties provided by law, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act by law, or pursuant to the Declaration or these By-Laws, such duties shall be performed as advisory to the Board of Directors. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by law, the Declaration and these By-Laws, other than the following powers:

2.2.1 To adopt the annual budget and any amendment thereto and to assess any common expenses;

2.2.2 To adopt, repeal or amend Rules and Regulations;

2.2.3 To designate signatories on Association bank accounts;

2.2.4 To borrow money on behalf of the Association;

- 2.2.5 To acquire and mortgage Units;
- 2.2.6 To designate Reserved Common Elements; and
- 2.2.7 To allocate Limited Common Elements.

2.3 Election and Term of Office.

2.3.1 At the annual meeting of the Association, the election of the members of the Board of Directors shall be held. Each Board Member shall be elected to a three (3) year term. At the first annual meeting following the adoption of these By-Laws, the election shall be held in such a manner to provide for staggered Board terms. For example, two (2) Board Members shall be elected for a three-year term, two (2) Board members shall be elected for a two-year term and one (1) Board Member shall be elected for a one-year term, to allow for staggered Board terms.

The members of the Board of Directors shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. Any Board Member who remains in good standing with the Association shall be eligible to stand for re-election at the end of his/her elected term. Members of the Board of Directors may serve an unlimited number of terms and may succeed himself/herself.

2.3.2 Persons qualified to be members of the Board of Directors may be nominated for election as follows:

- (a) The President of the Association may appoint a Nominating Committee composed of three (3) Unit Owners who shall nominate at least one (1) Unit Owner for every vacancy to be filled. The list of nominees shall be sent to every Unit Owner at the time that notice of the annual meeting is sent.
- (b) Nominations shall be submitted from the floor at the meeting at which the election is held.

2.4 Removal or Resignation of Members of the Board of Directors.

At any regular or special meeting of the Association duly called, any one (1) or more of the members of the Board of Directors may be removed, with or without cause, by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board Member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the

meeting. A member of the Board of Director may resign at any time and shall be deemed to have resigned upon transfer of title to his/her Unit.

2.5 Vacancies.

Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Board of Directors at a meeting of the Board of Directors held for such purpose promptly after the occurrence of any such vacancy, even though the members at such a meeting may constitute less than a quorum. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the member being replaced.

2.6 Organization Meeting.

The first meeting of the Board of Directors following each annual meeting of the Association shall be held thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Board of Directors shall have been elected.

2.7 Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Board members. Notice of regular meetings of the Board of Directors shall be given to each Board member, by mail, facsimile, or e-mail, at least three (3) business days prior to the day named for such meeting.

2.8 Special Meetings.

Special meetings of the Board of Directors may be called by the President on at least three business days' notice to each Board member, given by mail, facsimile or e-mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

2.9 Waiver of Notice.

Any Board member may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board of Directors shall constitute a waiver of notice by him/her of the time, place and purpose of such meeting. If all members are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

2.10 Quorum of the Board of Directors.

At all meetings of the Board of Directors a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Board of Directors may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

2.11 Compensation.

No member of the Board of Directors shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his/her duties.

2.12 Conduct of Meetings.

The President shall preside over all meetings of the Board of Directors and the Secretary or Managing Agent shall keep a minute book of the Board of Directors' meetings, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

2.13 Action Without Meeting.

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

2.14 Validity of Contracts with Interested Board of Directors Members.

No contract or other transaction between the Association and one or more members of its Board of Directors or between the Association and any corporation, firm or association in which one or more members of the Board of Directors are directors or officers, or are financially interested, shall be void or voidable because such member or members of the Board of Directors are present at any meeting of the Board of Directors which authorized or approved the contract or transaction or because his/her or their votes are counted, unless the circumstances specified in either of the following subparagraphs exists:

2.14.1. The fact that a Member of the Board of Directors is also such a director or officer or has such financial interest is disclosed or known to the Board and is noted in the minutes thereof, and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such member or members of the Board of Directors; or

2.14.2. The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

2.15 Inclusion of Interested Board Members in the Quorum.

Any member of the Board of Directors holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 2.14 hereof.

ARTICLE III
Officers

3.1 Designation.

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The President and Vice President shall be Unit Owners and members of the Board of Directors. An officer other than the President may hold more than one office.

3.2 Election of Officers.

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

3.3 Removal of Officers.

Upon the affirmative vote of a majority of all members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Board of Directors called for such purpose.

3.4 President.

The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors and have all of the general powers and

duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as the President ceases to be a member of the Board of Directors.

3.4 Vice President.

The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned to the Vice President by the Board of Directors or by the President. The Vice President shall cease holding such office at such time as the Vice President ceases to be a member of the Board of Directors.

3.6 Secretary.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, maintain a register setting forth the place to which all notices to Unit Owners shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant law.

3.7 Treasurer.

The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data and be responsible for the deposit of all monies in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

3.8 Execution of Documents.

All agreements, contracts, deeds, leases, and other instruments of the Association for expenditures or obligations in excess of \$2,500 shall be executed by any two officers of the Board of Directors. All such instruments for expenditures or obligations of \$2,500 or less may be executed by any one officer of the Board of Directors.

3.9 Compensation of Officers.

No officer who is also a member of the Board of Directors shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing such officer's duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Board of Directors determines such compensation to be appropriate.

ARTICLE IV
Common Expenses; Budgets

4.1 Fiscal Year. The fiscal year of the Association shall be *the calendar year* unless otherwise determined by the Board of Directors; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

4.2 Preparation and Approval of Budget.

4.2.1 At least thirty (30) days before the end of the fiscal year, the Association shall prepare a budget covering estimated costs of the Association during the coming year. The Association shall, in addition, fix the date of commencement and amount of assessment attributable to each Owner and prepare a list of assessments. The Association shall cause a copy of the budget to be delivered to each Owner in accordance with Section 4.4 below. The budget shall become effective unless rejected by a vote of at least fifty-one (51%) percent of members of the Association within thirty (30) days of the date of adoption of the budget by the Board of Directors.

4.2.2 The Board of Directors shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget or the responsible to satisfy assessments.

4.3 Initial Budget.

At or prior to the time assessment of Common Expenses commences, the Board of Directors shall adopt the budget, as described in this Article, for the period commencing on the date the Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period.

4.4 Delivery of Approved Budget and Notice of Capital Expenditure; Effect of Failure to Prepare or Adopt Budget.

The Board of Directors shall deliver to all Unit Owners copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after each such approval. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay such Unit Owner's allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

4.5 Accounts; Audits.

All sums collected by the Board of Directors with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices.

4.6 Payment of Common Expenses.

Each Unit Owner shall pay his share of the Common Expenses assessed by the Board of Directors pursuant to the provisions of the Declaration. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice for the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments with respect to the time period covered by such statement, in excess of the amount therein set forth.

4.7 Statement of Common Expenses.

The Board of Directors shall promptly provide any Unit Owner, contact purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may

impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE V
Compliance and Default

5.1 Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, the Rules and Regulations and Pennsylvania law, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

5.0.1. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Units or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

5.0.2. Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

5.0.3. No Waiver of Rights. The failure of the Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Board of Directors' Rules and Regulations or Pennsylvania law shall not constitute a waiver of the right of the Association, the Board of Directors or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or by Pennsylvania law.

5.0.4. Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any By-law contained herein or the breach of any provision of the Declaration or Pennsylvania law shall give the Board of Directors the right, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of

the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VI **Amendments**

6.1 Amendments to By-Laws.

These By-Laws may be modified or amended only by vote of a majority of the Unit Owners casting vote at any meeting duly called for the purpose of amending these By-Laws.

Additionally, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned community projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

ARTICLE III **Miscellaneous**

7.1 Notices.

All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt, postage prepaid (or otherwise as the law may permit), (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Owner, or (ii) if to the Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

7.2 Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

7.3 Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

These By-Laws have been duly adopted by Orchard Park Homeowners Association this 1st day of August, 2012.

Orchard Park Homeowners Association
Board of Directors:

Shawn P. Weis (Shawn P. Weis)
John Burgland (John Burgland)
Rich Miralovich (Rich Miralovich)
Paul Malichky (Paul Malichky)
William W. Hockenberry (William W. Hockenberry)

CERTIFICATE

We, Shawn Weis, the President of the Orchard Park Homeowners Association and Paul Malichky, the Secretary of Orchard Park Homeowners Association, certify that the foregoing By-Laws have been adopted by the Board of Directors of the Orchard Park Homeowners Association this 1st day of August, 2012.

Shawn Weis

President

Paul Malichky

Secretary

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania)
)
County of Allegheny)

On this, 1st day of August, 2012 before me, a Notary Public, the undersigned officer, personally appeared Shawn Weis, the President of Orchard Park Homeowners Association and Paul Malichky, the Secretary of Orchard Park Homeowners Association, both known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Lisa M. Burkhart

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa M. Burkhart, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 31, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MAIL TO:

LISA M. BURKHART, ESQUIRE
1109 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15219



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds



Instr: 200806020012108 06/02/2008
Pages: 9 F: \$28.50 9:15AM
Michele Mustello T20080009499
Butler County Recorder MLNORTH00

DECLARATION OF RESTRICTIVE COVENANTS
FOR CONSERVATION
BY WAIN FARMS, LLC

Return to:
Northwood Settlement Services
9840 Old Perry Highway
Wexford, PA 15090

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (hereinafter "Declaration") made this 22nd day of May, 2008, by Wain Farms, LLC (hereinafter "Grantor");

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain tracts of land located in Cranberry Township, Butler County, Pennsylvania, and being a portion of the property conveyed to the Grantor by deed recorded in instrument number 200608240021802 in the land records of Butler County, Pennsylvania, more particularly described in Exhibit(s) attached hereto and incorporated by reference, hereinafter referred to as the "Property," and as shown on the following subdivision plats,

Orchard Park Phase 2, as recorded in the Office of the Butler County Recorder's Office in Plan Book Volume 305, Page 27.

WHEREAS, the United States Department of the Army, Corps of Engineers, through either its Baltimore, Philadelphia or Pittsburgh District, Regulatory Branch, (hereinafter "USACE"), and the Grantor have agreed that the Grantor would make the portion of the Property hereinafter referred to as the "Conservation Area" subject to the conservation-based covenants described in this Declaration as a condition of the attached Department of the Army Permit issued for the *Orchard Park Plan of Lots* project; and

WHEREAS, the Grantor agrees to the creation of these conservation-based covenants and intends that the Conservation Area shall be preserved and maintained in a natural condition in perpetuity;

NOW, THEREFORE, in consideration of the mutually-held interests in preservation of the environment, as well as the terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, Grantor does agree to the following terms and conditions:

I. PURPOSE

The purpose of this Declaration of Restrictive Covenants for Conservation is:

To preserve and protect the native flora, fauna, soils, water table and drainage patterns, and other conservation values of the Conservation Area;

To view the Conservation Area in its scenic and open condition; and in general,

To assure that the Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of the Conservation Area that will impair or interfere with its natural resource functions and values. Grantor intends that this Declaration will confine the use of the Conservation Area to such activities as are consistent with the purpose of this Declaration.

To accomplish the purpose of this Declaration, the following rights are created in accordance with Pennsylvania common law.

A. To allow the Grantor, the USACE or the Pennsylvania Department of Environmental Protection (hereinafter "PADEP") the right to enter upon the Property to inspect the Conservation Area at reasonable times to monitor compliance with and otherwise enforce the terms of this Declaration; provided that, except in cases where Grantor determines that immediate entry is necessary to prevent, terminate, or mitigate a violation of this Declaration; such entry shall, when practicable, be upon reasonable prior notice to any successor or assign, and Grantor shall not unreasonably interfere with that successor's or assign's use and quiet enjoyment of the Property in accordance with the terms of this Declaration;

B. To allow the Grantor, the USACE or the PADEP to enforce the terms of this Declaration by appropriate legal proceedings in accordance Pennsylvania common law so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity or use; and

C. To allow the Grantor, or their authorized representatives, to enter upon the Property and its Conservation Area at reasonable times, upon prior notice to the property owner; and upon prior notice and written approval by the USACE to take any appropriate environmental or conservation management measures consistent with the terms and purposes of this Declaration, including:

- 1) planting of native trees, shrubs, grasses and forbs; or
- 2) restoring, altering or maintaining the topography, hydrology, drainage, structural integrity, bed, water quantity, water quality or other relevant feature of any stream, wetland, water body or buffer on the Conservation Area.

2. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless of ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns, as the case may be, as long as said party shall have any interest in any part of the Conservation Area.

3. PERMITTED USES

This Declaration will not prevent the property owner and the property owner's personal representatives, heirs, successors, and assigns from making use of the area(s) that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

4. RESTRICTIONS

Any activity on or use of the Conservation Area by the property owner and the property owner's personal representatives, heirs, successors, and assigns, inconsistent with the purpose of the Declaration is prohibited. Without limiting the generality of the foregoing, and except when an approved purpose under LC above, or as necessary to accomplish mitigation approved under the aforementioned permit, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to all of the express terms and conditions below:

- A. **Structures.** The construction of man-made structures on, in, over or above the ground or any water body, including but not limited to the construction, removal, placement, preservation, maintenance, alteration, or decoration of any buildings, roads, utility lines, billboards or other advertising. This restriction does not include deer stands, bat boxes, bird nesting boxes, bird feeders, duck blinds, and the placement of signs for safety purposes or boundary demarcation.
- B. **Demolition.** The demolition of fencing structures constructed for the purpose of demarcation of the Conservation Area or for public safety.

C. Soils. The removal, excavation, disturbance, or dredging of soil, sand, peat, gravel or aggregate material of any kind; or any change in the topography of the land, including any discharges of dredged or fill material, ditching, extraction, drilling, driving of piles, mining, or excavation of any kind.

D. Drainage. The drainage or disturbance of the water level or the water table, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges. All pre-existing or approved project-related drainage/stormwater discharge features should be shown on the accompanying plat map or approved plan and attached to this instrument.

E. Wastes or Debris. The storage, dumping, depositing, abandoning, discharging, or releasing of any gaseous, liquid, solid or hazardous waste substance, materials or debris of whatever nature on, in, over or under ground or into surface or ground water, except for pre-existing or approved project-related stormwater discharges and any maintenance associated with those stormwater discharges.

F. Non-Native Species. The planting or introduction of non-native species.

G. Herbicides, Insecticides and Pesticides. The use of insecticides, pesticides, or herbicides or other chemicals, except for as may be necessary to control invasive species that threaten the natural character of the Conservation Area. State-approved municipal application programs necessary to protect the public health and welfare are not included in this prohibition.

H. Removal of Vegetation. The mowing, cutting, pruning, removal, disturbance, destruction, or the collection of any trees, shrubs, or other vegetation, except for pruning, cutting or removal for:

- 1) safety purposes; or
- 2) control in accordance with accepted scientific forestry management practices for diseased or dead vegetation; or
- 3) control of non-native species and noxious weeds; or
- 4) scientific or nature study.

I. Agricultural, Livestock & Other Activities. Unless currently used for these purposes, conversion of, or expansion into, any portion of the Conservation Area for use for agricultural, horticultural, aquacultural, silvicultural, livestock production or grazing activities. This prohibition

also includes conversion from one type of these activities to another (e.g., from agricultural to silvicultural).

J. Other Material Impairment. Other acts, uses or discharges which adversely affect fish or wildlife habitat or the preservation of lands, wetlands or water areas within the Conservation Area.

5. INSPECTION, ENFORCEMENT & ACCESS RIGHTS

The USACE, the PADEP, and its/their authorized representatives shall have the right to enter and go upon the Property, to inspect the Conservation Area and take actions necessary to verify compliance with this Declaration. When practicable, such entry shall be upon prior reasonable notice to the property owner. The Grantor grants to the USACE, the U.S. Department of Justice, and/or PADEP, a discretionary right to enforce this Declaration in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the USACE to modify, suspend, or revoke the Permit.

6. RECORDING & EXECUTION BY PARTIES

The Grantor agrees to record this Declaration in the Land Records of the County or Counties where the Property is located and provide the USACE with proof of recordation prior to the start of the work authorized by the attached permit.

7. NOTICE OF TRANSFER OF PROPERTY INTERESTS

No transfer of the rights of this Declaration, or of any other property interests pertaining to the Conservation Area or the underlying property it occupies shall occur without thirty (30) calendar days prior written notice to the PADEP and the USACE.

8. MODIFICATIONS

The restrictions contained in this Declaration are required by the attached Department of the Army Permit. There shall be no changes or alterations to the provisions in this Declaration without prior written approval from the appropriate district commander of the USACE.

9. RESERVED RIGHTS

A. The Grantor and any holders of easements or other property rights for the operation and maintenance of pre-existing or project-related structures or infrastructure such as utilities, drainage ditches, or stormwater facilities

that are present on, over or under the Conservation Area reserve the right, within the terms and conditions of their permits, their agreements, and the law, to continue with such operation and maintenance. All pre-existing or approved project-related structures or infrastructure shall be shown on the accompanying plat map or approved plan and attached to this instrument.

B. If the authorized project requires any related or unanticipated utility relocation, drainage ditches, or stormwater controls within the identified Conservation Area, said activities must be applied for by the Grantor, project proponent, respective utility, or other appropriate party and may be permitted by the USACE.

C. The Grantor accepts the obligation to place any other responsible party on reasonable prior notice of their need to request such permission.

10. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. MITIGATION

If the work required by a mitigation plan under the Department of Army permit for the authorized project occurs within the Conservation Area, then the Grantor is allowed to construct the mitigation work in accordance with the authorized mitigation plan, a copy of which is incorporated by reference.

12. CONSENT OF LENDER AND TRUSTEE

Grantor is the maker of a note dated October 6th, 2006, secured by a deed of trust dated October 6th, 2006, from the Grantor to as trustees and either of whom may act, recorded in the Clerk's office in Deed Book at page , for the benefit of Bank (The "Deed of Trust"). , as trustees, join herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to this Declaration. Bank joins herein for the sole purpose of consenting to the trustee's actions.

IN WITNESS WHEREOF said GRANTOR has executed this Declaration the day and year
first above written
Wain Farms, LLC

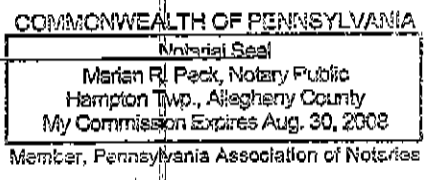
BY: _____
Managing Member

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUTLER Allegheny :

On MAY 27, 2008, before me, a Notary Public for the Commonwealth
aforesaid, personally appeared Thomas M. Hosack, who acknowledged himself to be
Managing Member, and that he, as an officer of the Grantor, being authorized to do so,
executed, in my presence, the foregoing instrument for the purposes herein contained
IN WITNESS WHEREOF, I have set my hand and official seal.

Marian R. Peck
Notary Public

My commission expires: _____
[SEAL]



APPROVED AS TO LEGALITY AND FORM

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

Recorded in the Office for Recording of Deeds
in and for aforesaid County, in
Deedbook _____, Vol. _____
Page _____
Witness my hand and seal of Office
On _____

RECORDER OF DEEDS GRANTOR
§ Revision Date: 30 July 2007

IN WITNESS WHEREOF said LENDER AND TRUSTEE has executed this Declaration the day and year first above written.

S&T Bank

BY: Monica S Robinson, V.P.

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF Allegheny :

On May 22, 2008, before me, a Notary Public for the Commonwealth aforesaid, personally appeared Monica Robinson, who acknowledged herself to be Vice President, and that she, as an office of the Lender, being authorized to do so, executed, in my presence, the foregoing instrument for the purposes herein contained IN WITNESS WHEREOF, I have set my hand and official seal.

[Signature]
Notary Public
My Commission expires: Oct 28 2011
[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ryan Sharrer, Notary Public
Indiana Boro, Indiana County
My Commission Expires Oct 28, 2011
Member, Pennsylvania Association of Notaries



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds



Michele Mustello

Butler County Recorder

CUSTOMER RECEIPT - RECORDING SERVICES

Customer Name : NORTHWOOD
 MAILING LABEL
 NORTHWOOD SETTLEMENT
 SERV
 9840 OLD PERRY HWY
 WEXFORD PA 15090

Receipt Number: T20080009499
 Date/Time: 06/02/2008 09:15:22
 Method Received: Mail
 Clerk: MHerri

Transaction Detail

Instrument Number	Instrument Type	Record. Fees	Equip. Fee	State Tax	Transfer Tax	Copy	Cert. Copy	Copy Fee	# Pgs	Consideration	Subtotal
200806020012108	RESTRCVNTS	\$23.50	\$5.00	\$0.00	\$0.00	N	N	\$0.00	9		\$28.50
First Party Name WAIN FARMS LLC Second Party Name ORCHARD PARK PLAN											

Payment Information

Method of Payment	Payment Control ID	Authorized Agent	Amount
Check	1233		\$28.50
		AMOUNT PAID:	\$28.50
		LESS AMOUNT DUE:	\$28.50
		CHANGE RECEIVED:	\$0.00