

Concord Green

HOME OWNERS ASSOCIATION

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

**CONCORD GREEN PHASE ONE EAST
COMMUNITY ASSOCIATION, INC.**

**NORTH STRABANE TOWNSHIP
WASHINGTON COUNTY, PENNSYLVANIA**

CONCORD GREEN, PHASE ONE EAST

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made this _____ day of _____, 2004 by WILLIAM C. McCLOSKEY, an individual, (hereinafter referred to as "DEVELOPER") having his principal place of business at 571 West McMurray Road, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, WILLIAM C. McCLOSKEY, DEVELOPER, proposes to develop a parcel of land in the Township of North Strabane, County of Washington, Commonwealth of Pennsylvania, to be called "Concord Green, Phase One East" which is more particularly described in Exhibit "A", attached hereto; and

WHEREAS, DEVELOPER proposes to cause said land to be subjected to the covenants, conditions, easements and restrictions herein provided, for the purpose of preserving and enhancing the value of said land 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 Association to which will be assigned the power of maintaining, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, DEVELOPER has created a not-for-profit corporate Association known as CONCORD GREEN PHASE ONE EAST COMMUNITY ASSOCIATION, INC., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, DEVELOPER hereby declares that all of the land described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and shall 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 not-for-profit corporate Association known as CONCORD GREEN PHASE ONE EAST COMMUNITY ASSOCIATION, INC., made up of all Unit Owners of CONCORD GREEN PHASE ONE EAST.

Section 2. Common Expenses. These shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Common Property; (4) expenses declared common by this Declaration; (5) expenses declared common by the Board, (6) costs to maintain the roofs of all Units; (7) cost of snow removal for common areas; (8) cost to maintain the grass and shrubbery on all lots; and (9) the cost to maintain any storm sewer or sanitary sewer easements whether located on or off the declared property, which are used by the Lot Owners.

Section 3. Common Property. All real and personal property 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 for the use and enjoyment of the Unit Owners. All areas designated as "open space" shall be available to every Lot Owner.

Section 4. Developer. William C. McCloskey, his heirs, 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 5. Lot. Any plot of land shown upon the recorded subdivision map of the Property, specifically excluding the Common Property.

Section 6. Specific Areas Designated As Common. (1) The roofs of any Unit are Common Areas and are to be maintained by the Association; (2) Any areas outside any Unit are Common Areas to be maintained by the Association; (3) All private streets (not private driveways) are Common Areas to be maintained by the Association.

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.

Section 11. Builder. The entity that will erect a single-family residence on a lot.

Section 12. Private Street. Any street which is not taken over as a public street by the Township of North Strabane. A driveway to a Unit is not a private street.

ARTICLE II

MEMBERSHIP MEETINGS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every record owner of a lot in CONCORD GREEN, PHASE ONE EAST 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. Each Lot shall be entitled to one vote. Until all Lots have been sold by the Developer, the Developer shall be entitled to cast three (3) votes at any meeting of Unit Owners for each Lot owned by Developer.

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

- (a) the right of the Association to 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 published rules and regulations or for the duration of the infraction, whichever is longer;
- (b) the right of the Association to sell, dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by a majority of the Unit Owners at a meeting held for such purpose;
- (c) the right of the DEVELOPER and BUILDER during the development and construction of the Property to modify and amend the areas designated as Lots or Common Property as may be reasonable and appropriate for engineering or architectural reasons and as dictated by marketing experience, provided, however, that the quantity of Common Property will not be substantially diminished;
- (d) the right of the DEVELOPER and BUILDER in and to a construction easement over, upon, under and through all of the Common Property until completion of all development and construction. Said easement shall include but not be 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 to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities, including, but not limited to cable television service, security and similar systems, water, sewer, gas, telephone and electricity.

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. Within one year after the sale of the last lot, title to the Common Property and any contiguous easements shall be conveyed by the Developer to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building restrictions, all exceptions, easements and conditions as the same may be and appear in proper instruments of record, including those set forth in this Declaration.

Section 4. Storm Water Maintenance. If any of the lots at Concord Green Phase One East have storm water sewer lines that will empty into detention ponds, the repair, replacement and maintenance of these storm water sewer lines shall be the responsibility of Concord Green Phase One East Community Association. Further, the cost of maintaining the storm water detention pond shall be the responsibility of the Association.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The DEVELOPER, for each Lot owned by him upon which is erected a dwelling unit and each Owner of any 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 Lots 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 Owner of such Lot at the time when such assessment fell due. The said Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new 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 and for the improvement and maintenance of 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 Seventy (\$70.00) Dollars per month. Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board of Directors.

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.

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 provided that any such Special Assessment shall have the assent 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 his 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 Lot Owner or mailed by United States mail, first-class, postage prepaid, to the Owner of the Lot 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 DEVELOPER conveys title to the Lot. 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 \$10.00 per month 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 Owner, or the person personally obligated to pay the assessment, or foreclose the lien against the property, 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 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. Fund for Replacements. The Association shall establish and maintain a reserve fund for replacement of any part of the Common Property and facilities (including the roofs) as the Association deems appropriate. To initiate the Reserve Fund, the DEVELOPER shall collect from each Unit Owner, at the time of settlement, the sum of Three Hundred (\$300.00) Dollars and shall remit said amount to the Association.

ARTICLE V

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 his own Unit for his own benefit, the following insurance policies:

(1) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

A. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement.

B. 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 may from time to time determine.

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

D. Worker's Compensation insurance to the extent necessary to comply with any applicable law.

E. Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

(2) The Association may also obtain, as a common expense, insurance of the type known as "officer's and director's liability" coverage.

(3) The premiums for the insurance coverage shall be a common expense.

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

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

ARTICLE VI

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

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

Section 2. Utilities. Each Owner shall pay for his own telephone, electricity, water, cable television, sewer 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 3. 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 Owner to use and enjoy the Common Property is an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each such Lot.

ARTICLE VII

USE RESTRICTIONS AND RULE MAKING

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

- (a) Unit Restrictions. 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 be sold or otherwise transferred.
- (b) Structures. No structure shall be erected, altered, placed, used or permitted to remain on any Lot other than a single-family residence and integral garage meeting the construction standards set forth herein.
- (c) Attached to Land. No structure or part thereof shall be erected on any Lot in the Plan unless it becomes attached to and becomes a part of such lot.
- (d) 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.
- (e) Maintenance. Each Unit Owner shall be responsible, at his own expense, for the maintenance, repairs and replacements within his own Unit and also for such other items as set forth in the Declaration.
- (f) Prohibited Use. No articles of personal property belonging to any Unit Owner shall be stored on any portion of the Common Property. Nothing shall be done or kept in any Unit or on the Common Property which violates the law or which will increase the rate of insurance on any building or contents thereof.
- (g) 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.

(h) Signs.

(1) No sign of any kind shall be displayed to the public view on any Lot for a period of seven (7) days or more without prior written consent of the Board of Directors.

(2) The Developer and Builder shall have the right to erect signs to advertise all of his property, the sale of Lots, and any other signs which the Developer and Builder deems necessary for construction and sale of Lots on any part of the property. Developer shall have the right to erect an entrance monument identifying the plan as "CONCORD GREEN".

(3) During the period of construction and sales, any Builder and Lender approved by the Developer may maintain a sign on any Lot upon which that Builder is constructing a Unit, which sign however, may not be more than thirty (30) square feet in size. A Builder may maintain a sign on all developed Lots, which may not be more than ten (10) square feet in size.

(4) After completion of the Unit a sign containing no more than six (6) square feet advertising the house for sale or rent is permitted.

* (i) 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.

(j) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by the Township or in the Rules and Regulations. Garbage containers must be kept out of public view except on collection days.

(k) Refuse. No lumber, building materials, refuse, trash or debris shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction. All construction sites shall be cleaned regularly.

(l) Residential Use. All Lots and Units shall be for private residential purposes only. Notwithstanding anything contained herein, the DEVELOPER or a BUILDER has the right to use any Lots or Units owned as models and for sales offices and administrative offices. If a specific home occupation is permitted under the zoning laws of North Strabane Township, such use shall be permitted in this Plan.

(m) 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.

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

(o) Structures. No dog house, trailer, tent, shack, barn or other out-building shall be constructed or used on any Lot at any time either temporarily or permanently except by the DEVELOPER or BUILDER in completing the Development.

(p) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on any Lot or in the 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.

(q) Balconies and Porches. No rugs, cloths, sheets, blankets, laundry of any kind, or other article shall be hung from balconies, porches, patios and/or decks. Balconies, porches, patios and/or decks shall be kept free and clear of rubbish, debris and other unsightly materials.

(r) Easements. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground; however, storm water conductor lines on the high side of a street can extend to the curb. Easements have been reserved for sewers, drainage and utility installations on the recorded Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements.

The easement area on 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, his 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.

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 a portion of such Lot adjacent to such street, but there shall be no obligation on the Developer to do such grading, unless required to do so by an appropriate governmental authority.

(s) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Property of any truck, tractor, tractor-trailer, semi-truck, motor home, camper, trailer, motorcycle, all-terrain vehicle (ATV), mobile home, boat or other transportation device of any kind, unless approved by the Board of Directors. No Unit Owner shall repair or restore any vehicle of any kind upon any Lot or Common Property except for normal

maintenance or emergency repairs. 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 Property. Vehicles may not be parked on the streets. Unit Owners may not park their vehicles in any area designated for guest parking. No Unit Owner may keep more than four (4) motor vehicles on his Lot and only two (2) motor vehicles may be parked outside the building. Any motor vehicle parked outside must be parked on the paved driveway.

(t) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Property and motorcycles are limited to ingress and egress from a Unit.

(u) Landscaping. All landscaping of the Common Property shall be performed by the Association and planting of trees, hedges, shrubs, etc., on Common Property by residents is prohibited.

(v) Drainage. No structure, planting or other material may be stored or erected on any Lot 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.

(w) Landscaping. All lots must be final graded and seeded within six (6) months of occupancy.

(x) Other Structures. No structures other than a single family residence shall be erected on any Lot. All garages must either be integral or attached to the Unit.

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

(z) Fences. So long as Developer is the owner of any Lot in the Plan, all fences must be approved by Developer. After all Lots have been sold, fences must comply with local laws and/or ordinances and in addition, shall meet the following requirements:

- (1) No barbed wire or similar material shall be permitted.
- (2) Fences may be placed on the side and rear yards but shall not be constructed closer to the street in front of the house than the front line of the house and no fence shall not exceed six (6) feet in height.

(aa) Snow Removal. It is the responsibility of each Unit Owner to remove snow from his private driveway.

(bb) Exterior Finishes. All dwellings constructed on any Lot in the Plan shall be finished with suitable exterior building materials such as wood, brick, vinyl or aluminum siding. All finish materials must extend to grade, with no exposed block foundations.

(cc) Roof. All houses shall be constructed with a roof having a minimum 20 year life (as evidenced by a written warranty).

(dd) Area. Dwellings, exclusive of porches, garages and basements, shall meet the following minimum requirements:

- a. Ranch or split-entry: 1,000 square feet of finished Living Area;
- b. One and one-half or two story: 1,300 square feet of finished Living Area.

"Finished Living Area" shall mean the area contained within a dwelling reasonably useable by its inhabitants, excluding all porches, decks, enclosed patios, basements, garages and outbuildings.

(ee) Driveways. Paved driveways are required. All paved driveways shall be at least a minimum width of 8 feet composed of asphalt material.

ARTICLE VIII

CONDEMNATION

Whenever all or any part of the Common Property is 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 IX

LEASING

Units may be leased only by written leases. All tenants shall be subject to the terms and conditions of this Declaration and any Rules and Regulations as though such tenant were an Owner. A copy of every Lease shall be filed with the Association.

Each Unit Owner agrees to require his lessee to comply with the Declaration and the Rules and Regulations and is responsible and liable for all violations and losses caused by such tenants, notwithstanding the fact that such tenants of the Unit are fully liable for

any violation of the documents and regulations. 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 X

MASTER ASSOCIATION

A Master Association of all Phases of Concord Green, a Planned Residential Development, will be created to repair, maintain and replace certain Common Property which serves not only Concord Green, Phase One East, but also serves the other Phases. Membership in the Master Association is mandatory for every Owner of a Lot in Concord Green Phase One East. Any assessment made by the Master Association shall be enforceable under the same terms and conditions as contained in Article IV hereof.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions, and the administrative Rules and Regulations adopted pursuant thereto, shall be by a proceeding at law or in equity either to restrain violation or to recover damages or to collect any liens or charges imposed pursuant to this Declaration. 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 expense of enforcement by the Board of Directors (including reasonable attorney's fees) shall be chargeable to the Lot Owner violating these covenants 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. This Declaration may be amended by the affirmative vote of a majority of all the lot owners voting 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 Lot Owners or a combination of these two methods. No amendment shall be effective until recorded in the Recorder's Office of Washington County. Notice of any proposed Amendment shall be given all Unit Owners at least twenty (20) days prior to the date of the meeting at which the Amendment will be considered.

Section 4. The Common Property. The Board of Directors shall be responsible for the exclusive management and control of the Common Property and all improvements thereon and shall keep it in good, clean, attractive and sanitary condition, order and repair.

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. 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. Real property may only be acquired or sold upon approval 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.

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 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 Unit Owner on the records of the Association at the time of such mailing.

Section 11. Duration. The covenants 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 these covenants and restrictions signed by the then owners of seventy-five (75%) percent of the Lots, has been recorded prior to the commencement of any ten (10) year period in the office of the Recorder of Deeds of Washington County.

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

ATTEST:

WITNESS

WILLIAM C. McCLOSKEY, DEVELOPER

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF WASHINGTON :

On this _____ day of _____, 2004, before me, a Notary Public, the undersigned officer, personally appeared WILLIAM C. MCCLOSKEY who acknowledged himself to be the Developer named herein and states that he executed this Declaration for the purposes contained therein.

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

Notary Public

My Commission Expires:

Description of Phase I – East of the Concord Green Planned Residential Development
(P.R.D.) in the Concord Green Plan No. 3

All that certain parcel of ground situate in the Township of North Strabane, County of Washington, Commonwealth of Pennsylvania, being also known as Phase I – East of the Concord Green Planned Residential Development (P.R.D.) in the Concord Green Plan No. 3 as recorded in the Recorder's Office of Washington County in Plan Book Volume 44, Pages 526 and 527, being more particularly described as follows.

Beginning at a point, being the southeasterly corner of the property now or formerly William C. and Nancy K. McCloskey as recorded in Deed Book Volume 2162, Page 622, thence by the following twelve (12) line descriptions:

- South 03 degrees, 54 minutes, 45 seconds East for a distance of 48.00 feet to a point, thence
- North 77 degrees, 55 minutes, 40 seconds East for a distance of 200.00 feet to a point, thence
- North 65 degrees, 13 minutes, 07 seconds East for a distance of 385.84 feet to a point, thence
- North 31 degrees, 09 minutes, 44 seconds East for a distance of 213.63 feet to a point on the westerly right-of-way line for Woodlawn Drive, thence along said right-of-way line
- South 50 degrees, 17 minutes, 25 seconds East for a distance of 13.00 feet to a point, thence
- By a curve to the right having a radius of 200 feet and an arc length of 46.01 feet to a point, thence
- North 52 degrees, 53 minutes, 22 seconds East for a distance of 50.00 feet to a point, thence
- North 39 degrees, 42 minutes, 35 seconds East for a distance of 116.645 feet to a point, thence
- North 86 degrees, 29 minutes, 01 second East for a distance of 65.12 feet to a point common with the property now or formerly United Faith Baptist Church, as recorded in Deed Book Volume 3372, Page 610, thence along said line of land
- North 04 degrees, 21 minutes, 05 seconds East for a distance of 370.00 feet to a point on the southerly right-of way line of West McMurray Road (State Route 1009), thence along said right-of-way line
- South 85 degrees, 42 minutes, 35 seconds West for a distance of 960.68 feet to a point, thence along a line common with the aforesaid property now or formerly of William C. and Nancy K. McCloskey
- South 03 degrees, 54 minutes, 45 seconds East for a distance of 719.63 feet to a point, being the point of beginning.

Containing 12.8259 acres.

