

Declaration of Planned Community

***DECLARATION OF PLANNED
COMMUNITY***

OF

GREENWOOD VILLAGE
a Planned Community

North Strabane Township
Washington County, PA

Mail to:

Greenwood Village, LP
375 Golfside Drive
Wexford, PA 15090

4/29/2021

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**ARTICLE I
SUBMISSION; DEFINED TERMS.**

Section 1.1 Declarant; Property. Greenwood Village, LP, a PA Limited Partnership (the "Declarant"), and the undersigned is the owner of the real estate described as follows:

See attached Legal Description

The Declarant hereby submits the Real Estate, subject to and including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniformed Planned Community Act, Pa. C.S.A. § 5101 et. seq., as amended, (the "Act"), and hereby creates a planned community to be known as "Greenwood Village" (the "Planned Community") and the Property shall be held, sold, conveyed and governed pursuant to and subject to the Declaration and the Act which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, administrators, executors, successors and assigns, and shall inure to the benefit of each owner thereof.

Section 1.2 Easements. The Property is subject to the items set forth on Exhibit "A" hereto and is hereby submitted to the Act together with and subject to the same.

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act.

1.3.2 The following terms if used or defined in general terms in the Act shall have specific meanings herein as follows:

1.3.3 "Association" or "Homeowners" Association shall mean and refer to Greenwood Village Home Owners Association, Inc., a Planned Community Association, its successors and assigns.

1.3.4 "Board of Directors" means the Board of Directors of the Association.

1.3.5 "Builder" means any entity that purchases five (5) or more lots or units directly from the Declarant with the intention of constructing homes on same.

1.3.6 "Common Property" or "Common Element" is all portions of a Planned Community other than the Lots or Units.

1.3.7 "Common Expenses" are expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

1.3.8 "Common Expense Liability" is the liability for common expenses allocated to each Lot or Unit.

1.3.9 "Controlled Property" or "Controlled Elements" shall include all parts of the Lots or Units that are controlled by the Association.

1.3.10 "Convertible Real Estate" is that land within which additional Units may be created,

1.3.11 "Declarant" shall mean and refer to Greenwood Village, LP., a Pennsylvania limited partnership, its successors and assigns.

1.3.12 "Declaration" shall mean and refer to this Declaration of Planned Community which includes Covenants, Conditions, and Restrictions applicable to the Property.

1.3.13 "Limited Common Property" or "Limited Common Element" is a portion of the Common Property reserved for the exclusive use of one unit. There is no Limited Common Property in the Planned Community.

1.3.14 "Municipality" shall mean and refer to North Strabane Township, a Pennsylvania Municipality.

1.3.15 "Owner" or "Unit Owner" shall mean and refer to one or more persons or entities to whom ownership of a unit has been conveyed, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.3.16 "Percentage Interest" shall mean each Unit Owner's undivided ownership interest in the Common Property, share of all votes of Unit Owners and share of Common Expense Liability appurtenant to each Unit, as the same may be amended from time to time.

1.3.17 "Property" shall mean and refer to that certain real property described herein.

1.3.18 "Plats and Plans" means the Plats and Plans filed in the Recorder's Office as the same may be amended from time to time.

1.3.19 "Unit" or "Lot" shall mean and refer to a portion of the Planned Community designated for separate ownership generally used to contain a home, the boundaries of which are described herein.

1.3.20 "Withdrawable Real Estate" is real estate that may be withdrawn from the Planned Community.

**ARTICLE II:
PLATS & PLANS, BOUNDARIES, UNIT IDENTIFICATION.**

Section 2.1 Plats and Plans. Declarant has received or will receive final approval of the plats and plans from the Municipality with respect to the Units described herein. The plats and plans contain all the information required by the Act. All of the site improvements shown on the plats and plans **MUST BE BUILT** by the Declarant, but only as required to service units that are actually built. Dwelling structures shown on the plans **NEED NOT BE BUILT**. The Community Center and Swimming Pool **NEED NOT BE BUILT**, unless the Planned Community obtains permission to construct at least 200 total units. The remaining Buildings, Units and land constitute Convertible Real Estate or Withdrawable Real Estate that may be converted to additional Units, to less Units, or withdrawn at the option of the Declarant as more fully described herein.

Section 2.2 Unit Boundaries. The location of each Unit is shown on the Plans. Unit sidelines between Units are to the centerline of the demising wall between Units. Each Unit also includes all mechanical systems and utility connections to the point of connection to the public or private utilities.

Section 2.3 Relocation of Unit Boundaries; Subdivision and Conversion. Subject to the Special Declarant's Rights described herein, the Units shall not be further subdivided.

Section 2.4 Unit Identification/Percentage Interest. Attached hereto as Exhibit "B" is a schedule of all Units by identifying number. The Percentage Interest for a Unit is determined by dividing one by the total number of Units that have been conveyed to an owner and have a house created thereon including Units that have been created from the Convertible Real Estate after such conversion.

Section 2.5 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community, including the Convertible Real Estate, is 300.

**ARTICLE III:
CONTROLLED ELEMENTS AND OBLIGATIONS.**

Section 3.1 Controlled Elements.

(a) The following shall be Controlled Elements: All Units and all improvements thereon and the exteriors of all Units now or hereafter erected thereon and anything that is a part of or is attached to said exteriors (but excluding the interiors of the

Units) and including but not limited to all brick, siding, paint, roofs, gutters, downspouts, light fixtures, windows, doors, porches, patios, balconies, decks, shutters, chimneys, antennas, satellite dishes, and all yards, open spaces, grass, shrubs, trees, exterior landscaping and plantings, flowerbeds, fences, sidewalks, driveways, access driveways and structures. Each Unit, except the interior of a dwelling thereon, shall be subject to control and regulation by the Association.

(b) Obligations of the Association with Regard to Controlled Elements. Each Unit Owner is responsible for maintenance, repair and replacement of his Unit and the interior of his Unit. The Association shall be responsible for the following in connections with the Controlled Elements of a Unit after a Unit is assessed:

- (1) Grass cutting, trimming, and maintaining of the front yards, rear yards beyond any privacy fences, and side yards of each unit;
- (2) Mulching of areas in front, rear and side yards of the Units as mulched originally by the Declarant;
- (3) Maintenance, trimming, pruning, removal and replacement but not watering of trees, shrubs and other plantings as originally installed by the Declarant;

(c) Access. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees, access through his Unit reasonably necessary for those purposes. If damage is inflicted on the Common Property or any unit through which access is taken, the Unit Owner responsible for the damage, or the Association, if it is responsible, is liable for the prompt repair thereof.

ARTICLE IV: COMMON PROPERTY AND OBLIGATIONS

Section 4.1 Common Property

(a) The following shall be Common Property: Common area land, the entrance monument, private storm systems, private streets and street right-of-ways, street signs, cluster mailboxes, sidewalks, walking trails, landscaping and retaining walls, community center and swimming pool, if built; all of which shall be subject to the ownership, control, operation, maintenance, repair and replacement by the Association.

(b) Obligations of the Association with Regard to Common Property. The Association is responsible for maintenance, repair and replacement of the Common Property including:

- (1) Grass cutting, trimming, and maintaining of the Common Property;
- (2) Maintenance, trimming, pruning, removal and replacement but not watering of trees, shrubs and other plantings on the Common Property;

(3) Maintenance, including snow removal, repair, re-surfacing, and replacement of the private roadways, and community parking areas;

(4) Maintenance and repair of the private sanitary sewer system, private storm sewer system, and private fire hydrants;

(5) Inspection and maintenance of storm water collection, infiltration, and retention systems as required by governmental agencies;

(6) Maintenance, repair and replacement of the cluster mail box units, entrance monuments, signs, community center and swimming pool, if built and all other common property;

(7) Such other obligations as may be imposed by the Declaration, By-Laws, Storm Water Management Agreements, Board of Directors, or the Act.

(8) **Adjacent Property Buffer Area.** The Association is responsible to preserve, maintain, repair and replace the planting and natural vegetation that is located along the property lines of the Planned Community. The minimum standard of planting must at least equal the plantings that are required by the Municipality and shown on the approved development plans. The Association has the right to exceed the minimum standard, if it so chooses.

Section 4.2 Streets and Road Rights of Way

(a) The Association is responsible to provide snow and ice removal and maintenance of the streets in the property until such time as those services may be provided by the Municipality. The Association shall reimburse the costs of same to the Declarant, if the Declarant provides said services.

(b) The Association is responsible for maintaining and cutting grass and vegetation in the street right of ways areas, i.e, the space between the paved street and unit lot lines including on lots without houses.

Section 4.3 Perimeter Set Back. There is a perimeter setback that surrounds the property as is marked on the Recorded Plan. No structures such as parts of units, covered or enclosed patios or sun rooms may be constructed in the setback area. The concrete patios that may be construct within the setback area are allowed, but cannot be covered or enclosed.

Section 4.4 Storm Water Management.

(a) In accordance with the Municipality storm water ordinances, the Declarant on behalf of the Association or Association shall enter into a Recorded maintenance agreement with the Municipality and/or the PA DEP that covers all the storm water control facilities including the erosion and sedimentation controls of the Planned Community. This agreement would include the following provisions:

(1) The Association shall maintain all facilities in accordance with the approved maintenance schedule and shall keep all facilities maintained in a safe and attractive manner;

(2) The Association shall convey to the Municipality easements and/or rights of way to assure access for periodic inspections by the Municipality and maintenance if required;

(3) The Association shall keep on file with the Municipality the name, address and telephone number of the person or company responsible for maintenance activities. In the event of a change, new information shall be submitted to the Municipality within ten days of the change.

(4) The Association shall establish maintenance funds or other financing sources, in accordance with the approved maintenance schedule; and

(5) If the Association fails to maintain the storm water control facilities, following due notice by the Municipality to correct the problems, the Municipality may perform the necessary maintenance or corrective work. The Declarant, or the Association after conveyance, shall reimburse the Municipality or the Declarant for all costs.

(b) Until such an agreement is signed, or if such agreement is never signed, the Association shall fully comply with all of the requirements of this section above.

(c) Irrevocable Limited Power of Attorney. The Declarant, the Association, and each Unit Owner hereby irrevocably appoints Frank R. Zokaites or his designee to be the Associations true and lawful attorney for the purpose of performing all things necessary to negotiate, execute and acknowledge all agreements, contracts, orders, deeds, writings, assurances and instruments relating in any manner to or for the storm water management facilities, controls, the NPDES permit, a transfer of the NPDES permit to the Association, or other similar permit in my Attorney's sole and absolute discretion as required by any governmental agency, body, or municipality.

EACH OWNER BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DECLARANT, FRANK R. ZOKAITES AND ANY DESIGNEE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM THEIR ACTIONS UNDER THIS SECTION.

Section 4.5 Community Center & Pool. The Planned Community is currently fully approved for the construction and occupancy of fifty (50) total units. If the Planned Community obtains permission to construct at least 200 proposed Units, then the Declarant shall construct a community center and a swimming pool in phase 2. Within 60 days of such approval, each existing Owner in Phase 1 shall have the option to elect to participate or not participate in the use of the community center and swimming pool and shall be required or not be required to pay the Common Expenses arising from or relating

to the community center and swimming pool buy only for as long as they own the Unit. Upon any resale of the Unit the Owner shall automatically participate.

All Owners in Phase 1 who elect to participate in the use of the community center and swimming pool, all subsequent Owners of Units in Phase 1, and all Owners of Units in subsequent Phases shall have access to the community center and swimming pool and shall be responsible for paying the Common Expenses arising from and relating to the community center and swimming pool. When completed, Declarant will convey the community center, pool and related real estate to the Association. There will be a mortgage encumbering the Community Center and Swimming Pool not exceeding \$350,000 with interest not exceeding seven percent and a term not exceeding thirty years. Each unit owner, by acceptance of a deed to their unit, hereby appoints Declarant as their attorney-in-fact and authorizes such attorney-in-fact to sign a consent to said mortgages that shall be paid by the Association.

**ARTICLE V:
ASSESSMENTS AND LIEN FOR ASSESSMENTS.**

Section 5.1 Assessment for Common Expenses.

(a) Amount and Budget. Assessments shall be made at least annually, based on a budget adopted by the Board at least annually.

(b) Commencement. Units are assessed and maintained and shall receive services when occupied by people, or six (6) months after conveyance of a Unit to a non-related third party by the Declarant, whichever occurs first. Until such time, Units are not assessed, or maintained and do not receive services.

(c) Exception. Model homes and homes that are under construction that are owned by the Declarant or a Builder shall not receive services and are not subject to assessments. The Declarant and/or Builder may from time-to-time rent or otherwise occupy Units that it owns. The Declarant and/or Builder has the right to either maintain those Units and not be subject to assessments, or may elect to pay assessments and have those Units maintained by the Association.

(d) Resale Assessment. Except for the initial sale to a Builder, upon any conveyance or re-conveyance or re-sale of a Lot, the initial Purchaser and every resale Purchaser shall pay a conveyance assessment of three times the current monthly assessment.

(e) Allocation and Interest. Except for assessments under Subsections (b), (c), and (f), all Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit in the case of Common Expenses and in accordance with Subsection (d and e) in the case of Special Allocation of Expenses. Any late payment of any assessment or installment thereof shall bear interest at the rate of twelve (12%) percent per year unless the Board establishes a lower or higher rate. Any assessment or installment more than fifteen (15) days late

thereof shall be subject to a late charge of \$25.00 unless the Board establishes a lower or higher late charge.

(f) Special Allocations of Expenses. If the negligence or misconduct of any Unit Owner, or his family, guests or invitees causes a Common Expense, the Association may assess that expense exclusively against his Unit as a Special Assessment.

Section 5.2 Reserve Assessments. Each Unit that is assessed as is provided for in Section 5.1(a) herein on the first day of January of any given year shall be subject to and shall pay a Reserve Assessment initially in the same amount as the then current monthly assessment on the first day of July of each year. The Reserve Assessment amount may be adjusted by the Board.

Section 5.3 Lien for Assessments.

(a) General Rule. The Association has a lien on a Unit for any assessment levied against that Unit and for fines imposed against its Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Owner or enforcement of the provisions of the Declaration, By-Laws, Rules or Regulations against the Owner are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

(b) Other Remedies Preserved. Nothing in this Section shall be construed to prohibit actions or suits to recover sums or to prohibit the association from taking a deed in lieu of foreclosure.

(b) Statement of Unpaid Assessments. The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit and any credits of surplus in favor of his Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Board and every Owner.

(d) Liens for Delinquent Assessments Any lien for more than six months of delinquent Common Expense Assessments or other charges that the Association has on a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent Assessment was due.

A lien for a Common Expense or Reserve Assessment will not be affected by the sale or transfer of the unit estate, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for more than six months of Assessments that were payable before the foreclosure sale, but will not relieve any subsequent unit owner from paying further Assessments.

Section 5.4 Capital Improvements. The Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of the Common Property and improvements thereon, but any such special assessment shall require the approval of 67% of the Association. Nothing herein shall limit the authority of the Board to levy assessments for Common Expenses.

ARTICLE VI:
ALLOCATION OF VOTES; COMMON EXPENSE
LIABILITIES; MAXIMUM NUMBER OF UNITS.

Section 6.1 Votes and Common Expense Liabilities. Each Unit (including all Declarant or Builder owned Units, and including non-assessed Units) shall have one vote in the Association. Each assessed Unit shall pay an equal percentage for common expenses..

Section 6.2 Lien and Personal Liability for Common Expense Liability. Any assessment shall be an assessment levied against such Units and a lien against the Unit(s) and the Owner from the time the assessment or fine becomes due.

Section 6.3 Maximum Number of Units. The maximum number of Units that may be created in the Planned Community is 300.

ARTICLE VII:
MONTHLY PAYMENTS, SUBORDINATION, ASSIGNMENT.

Section 7.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal quarterly installments in advance on the first day of each quarter including Special Allocation of Expenses. The board may determine a different payment schedule. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board.

Section 7.2 Subordination of Certain Charges. To the extent not inconsistent with Section 5.1, any fees, charges, late charges, fines and interest, which may be levied by the Board, shall be subordinate to the lien of a mortgage on a Unit.

Section 7.3 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Property, provided that any such assignment is authorized by the vote of not less than 67% of the members of the Board.

ARTICLE VIII:
ENJOYMENT OF COMMON PROPERTY; MEMBERSHIP

Section 8.1 Enjoyment of Unit by Owner. A Unit Owner shall have the exclusive right to the enjoyment of his Unit and all improvements thereon. A Unit Owner shall have the non-exclusive right to the enjoyment of the Common Property in conjunction with other Unit Owners. No Unit Owner shall in any way interfere with,

obstruct or impede the use of any access driveway or lateral or other driveway into the dwelling of another Unit Owner.

Section 8.2 Membership. Every Unit Owner shall be a member of the Association. Membership may not be separated from ownership of a Unit.

**ARTICLE IX:
CONSTRUCTION; APPROVALS OF CHANGES TO UNITS.**

Section 9.1 New Construction. The Declarant shall have complete authority and discretion to control all construction in the Property. For all construction, if any, which is not to be constructed by Declarant, the owner shall submit plans, specifications and a landscaping plan to Declarant who shall have thirty (30) days to approve or disapprove same.

Section 9.2 Architectural Control. A Unit Owner may make improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Buildings. Except as set forth above, no building, construction, exterior addition or the installation or alteration of anything whatsoever (including color), that alters what was originally constructed or approved by the Declarant, may be made to the exterior of any Unit or on the Common Property by any Unit Owner, until the proposed plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same have been submitted to and approved by the Board.

Section 9.3 Discretion To Create Architectural Control Board. The Board may appoint an Architectural Control Board of three persons to perform the duties set forth above. The Declarant is not subject to the Architectural Control Board.

Section 9.4 Removal To Board. If the Board determines that a matter is appropriate for consideration by the Board, it may order the removal to it of such matter for determination by it, rather than by the Architectural Control Board.

Section 9.5 Overrule of Architectural Control Board. The Board may overrule, reverse or modify any decision of the Architectural Control Board within thirty (30) days after the Architectural Control Board renders its decision.

**ARTICLE X:
USE AND OCCUPANCY RESTRICTIONS:**

Section 10.1 Use Restrictions. The following shall be restrictions on the use of the Lots or Units and Property except for use by the Declarant. The Declarant is not subject to the within use restrictions.

(a) None of the Lots shall be used for any primary purpose other than as a residence for the use of one person or one family. No profession or home industry shall be conducted in or on any part of a Unit without the approval of the Board.

(b) No noxious or offensive activity shall be carried on upon any Lot or Unit, nor shall anything be done on any Lot or Unit which may become a nuisance to the neighbors. No activity authorized by this Declaration, including without limitation the construction of dwellings shall be deemed to be a noxious or offensive activity.

(c) No exterior television antennas, satellite dishes, or antenna towers are permitted except when located where it is not substantially visible from any street and are approved by the Board or the Declarant. Small satellite dishes measuring 40 inches across or less are permitted provide it is located where it is the least visible and most unobtrusive when viewed from the street, such as on a rear roof of the Unit. All wiring for such dishes must be concealed and within the walls of the unit.

(d) Gardens not to exceed 150 square feet in size, may be constructed by a Unit Owner on a Units yard, subject however, to any Rules and Regulations that may be adopted by the Board.

(e) Garden fences not to exceed 150 square feet of enclosure are permitted. The fence may be up to 36" high and must be a vinyl or aluminum picket style. The Owner is responsible for all maintenance of the fence and the area enclosed.

(f) Privacy screens of up to 6 feet tall and up to 15 feet long are permitted behind a Unit. Any privacy screen must be constructed of white vinyl panels.

(g) A hot tub or spa with a capacity of up to 6 persons may be permitted by the Board of Directors and must be located behind a unit and no further than 15 feet away from the unit.

(h) No outside storage for any truck, tractor, motorcycle, all-terrain-vehicle, mobile home, boat, boat trailer, house trailer, or other transportation device of any kind for more than seven consecutive days, unless approved by the Board. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot visible from any street. Vehicles may not be parked overnight on the streets. No motorcycles, motorbikes, all-terrain-vehicles, go-carts, snowmobiles or motor-powered vehicles shall be operated on any Common Facilities. The Board may adopt additional rules and regulations concerning the operation of vehicles in the Planned Community.

(i) No sign of any kind shall be displayed to the public view on any Unit except one sign of not more than four (4) square feet advertising Unit for sale or rent may be placed inside of a Unit visible from a window for a period not exceeding 120 days. Such restrictions are not applicable to the Declarant or Builder.

(j) No trees, shrubs or landscaping shall be removed from the Units or Common Property without authorization of the Board except by Declarant. The Board may adopt additional rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Property. Certain parts of the Planned Community may contain PA Jurisdictional Wetlands and/or streams as are delineated on the recorded Plan of the Planned Community. These wetlands and/or streams cannot be disturbed except as permitted by PA DEP regulations.

(k) No animals, livestock, or poultry of any kind shall be raised, bred or kept, except that a reasonable number of dogs, cats or household pets may be kept; provided, further, they are not kept, bred, or maintained for any commercial purposes. The Board may adopt rules with regard to number and types of pets permitted, deposits and disposition of animal waste and other matters related to pets.

(l) No lumber, material, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate except building materials during the course of construction of any approved structure.

(m) Trash, garbage or other waste shall be kept in sanitary containers concealed from public view except on collection days and shall be disposed of in such manner as prescribed by the Rules and Regulations adopted by the Board.

(n) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by the Owner.

(o) All structures of a temporary character, above ground or below ground swimming pool, dog house, fenced dog run, animal pen, trailer, shack, garage, barn or other out-building are prohibited.

(p) All household pets must be leashed and attended when outside of an enclosed area. No pets shall be tied up outside the residence.

(q) No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from any balconies, patios, decks or porches if visible from the street. Balconies, porches, patios and decks shall be kept free and clear of rubbish, debris and other unsightly material.

(r) No home shall be occupied by more than two persons per bedroom.

(s) No Lots or Units may be further subdivided without the consent of the Association, the Declarant, and the Municipality.

(t) The Declarant submitted a Landscape plan to the Municipality as part of the plan approval process, and said plan is approved. The Lot or Unit owner is responsible to install and maintain all of the planting required by the Landscape plan that are to be on their Lot or Unit, and are between their Lot or Unit and front or side street. The tree species shall be selected from the Municipality's approved list of plant materials.

The trees, shrubs and landscaping required above must be installed on any given lot or Unit within one year of the date that an Owner or Builder first accepts a deed of conveyance for the Lot or Unit from Declarant.

(u) Each lot or Unit shall have an exterior post lamp, illuminated from dusk to dawn, with a high efficiency LED or equal light bulb.

(v) Sight Distance at Intersection. No fence, wall, hedge or shrub planting or any other thing which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot so as to obstruct motorists viewing. Fencing will be permitted only in the rear yard of any lot with approval of height and material from the Declarant (no chain link fencing), and all fencing must comply with all local ordinances.

(w) All debris resulting from clearing, excavation, construction and/or grading of each Lot must be removed weekly by the builder or owner of the Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot or Unit. The Owner agrees to comply with all requirements of the Pennsylvania Department of Environmental Protection and the local County Conservation District including the complete use of on-lot erosion and sedimentation controls during construction.

(x) Special Enforcement Procedures. Should the Owner fail to complete and/or maintain the above required improvements including, but not limited to, lights, landscaping, and trees, paving and erosion and sedimentation controls, or violates the within covenants in any way, then the Declarant has the following rights:

(1) Authorization. Owner hereby irrevocably authorizes Declarant after thirty (30) days written notice of a default of Owner's obligations to enter onto the property and either Declarant or its agents, servants, or employees shall have the right to perform the improvements required. The Owner hereby irrevocably retains Declarant in the event of default of its obligations, to act as its contractor for the performance of the work necessary to complete the required improvements.

(2) Payment for Work. Upon completion of the required improvements by the Declarant or its agents, servants or employees, Owner shall within ten (10) days of invoice, pay to Declarant the actual costs of said improvements plus twenty percent (20%) for Declarant's efforts in arranging for and completing the required improvements. Invoices not paid within ten (10) days of the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month.

(3) Collection of Payment. In the event that Owner fails to make payment on invoice as required by these sections or Declarant is required to take any action to enforce these sections then Declarant shall be entitled to reasonable attorney's fees and court costs incurred in the enforcement or collection of any sums due.

(4) Mechanics' Lien. Owner hereby acknowledges the intention of Declarant to complete the required improvements, Owner also acknowledges and agrees that the improvements are of a substantial and permanent character and constitute improvements under the Mechanics' Lien Law of 1963, 49 P.S. Section 1101 et. seq. ("Mechanics' Lien Act"). The improvements constructed by Declarant pursuant to this Section constitute an integral and material part of the buildings and other structures that have been constructed on the Lot. Owner acknowledges that Declarant shall have the right, pursuant to the Mechanics' Lien Act, to file a lien against the Lot upon which any

work has been performed; and that Declarant shall have all rights available to it under the Mechanics' Lien Act.

(cc) Declarant reserves the right to alter, modify and change and grant individual variances from the within use restrictions, from time to time, so long as in Declarant's sole judgment, the alteration, modification and change does not significantly, adversely and/or detrimentally affect the harmony of the other Lots. All purchasers of any Lot for themselves, their heirs, successors and assigns covenant and agree to such future alteration, modification and change and irrevocably appoint Declarant as their attorney-in-fact to execute, acknowledge and deliver any necessary documents to effectuate such alteration, modification, change or variance.

ARTICLE XI: LEASING.

Section 11.1 Leasing of Units. A Unit Owner may lease or sublease his entire Unit at any time and from time to time provided that: (1) no Unit may be leased or subleased for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by this Declaration, the Bylaws and Rules and Regulations, and a default hereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE XII: SPECIAL DECLARANT RIGHTS.

Section 12.1 Reservation. Notwithstanding anything herein to the contrary, Declarant reserves all Special Declarant Rights allowed in the Act, included an unlimited right to maintain offices, model homes, storage of materials, equipment, fuel, signs, refuse and etc. in and on the Property.

The Declarant and Builder may maintain one or more model homes, sales offices, or administrative office within the Property and may engage in whatever activity they deem necessary in furtherance of the development of the Property or the construction of residential dwellings thereon.

Section 12.2 Utilities for Construction. The Declarant shall have the right to use nominal amounts of the Association utilities, such as water, electricity and etc., as is reasonably required for the construction and maintenance of the Units and Property. The Association shall not be required to obtain or pay for any additional service such as temporary power poles, etc.

Section 12.3 Reservation to Convert or Withdraw Real Estate. Declarant reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to convert or withdraw all or any portion of the Convertible Real Estate, Withdrawable Real

Estate, Units, Common Property, or any combination thereof from time to time in compliance with the Act without the consent of any Owner or holder of a mortgage. Declarant reserves the right to convert or withdraw any or all portions of the Convertible or Withdrawable Real Estate at any time, without limitation and without any requirement that any other real estate be converted or withdrawn.

Section 12.4 Assurances. If the Convertible Real Estate is converted, the Buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. The maximum number of Units that may be created within the Convertible Real Estate is 300. If converted, the Convertible Real Estate will only be used for residential purposes. Declarant reserves the right to designate Common Property in the Convertible Real Estate and to make improvements. If Units are created in the Convertible Real Estate, each Owner shall be a member of the Association, each new Owner shall have one vote in the Association and each Owner shall have equal Common Expense Liability with all other Owners. All restrictions in this Declaration shall apply to Units created in the Convertible Real Estate. No assurance is given as to size, style, materials or quality of construction for Units on the Convertible Real Estate.

ARTICLE XIII: ADDITIONAL EASEMENTS:

Section 13.1 Unit Owner General Easement Each Unit owner hereby holds a non-exclusive easement over all of the Common Property for his use and enjoyment of the Common Property, subject only to temporary restrictions that may be placed by the Association for failure to pay assessments or failure to abide by the Associations Rules.

Section 13.2 Declarant General Easement. Declarant for itself and for any Builder reserves an easement on, over, and under the Property as may be reasonably necessary for the purpose of completing the development or exercising Special Declarant Rights including easements in the converted or withdrawn real estate.

Section 13.3 Utility and Parking Easements. The Units and Common Property shall be, and are hereby made subject to a blanket easement in favor of the Association, the Declarant, other Unit Owners, appropriate utility and service companies and governmental agencies or authorities for utility and service lines, drainage, equipment, common parking areas, and the like as may be necessary or desirable to serve any portion of the Property. Any facility shall be located so as not to materially interfere with the use or occupancy of any dwelling.

Section 13.4 Right of Entry for Project Maintenance. The Association has a right of entry on any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Planned Community. In addition, the Association has the right to grant permits, licenses, and easements over the Common Property for utilities, roads, and other purposes necessary for the proper operation of the Planned Community.

Section 13.5 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under the Property for the purpose of maintaining and correcting drainage of surface water. The easement created by this Section expressly includes the

right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

Section 13.6 Utility Connections. Declarant shall have the right to connect utilities from the other parts of the Planned Community in order to furnish utility services to such other parts.

Section 13.7 Encroachments. To the extent that any Unit or Common Property encroaches on any other Unit or Common Property, a valid easement for the encroachment and its maintenance exists.

Section 13.8 Dwellings and Party Walls.

(a) To the extent that any common or party wall between dwellings or any part of a Unit encroaches upon an adjoining Unit, the encroaching Unit shall have a valid perpetual easement, to the extent of such encroachment, which shall inure forever to the benefit of such encroaching Owner, his heirs and assigns.

(b) If it becomes necessary or desirable to repair or rebuild the whole or any portion of said common or party wall, the expense of such repairing or rebuilding shall be borne equally by the adjoining Unit Owner and, if re-erected, shall be built on the same spot on the same line and be of the same size and the same or similar material and of like quality. However, if the act or omission of one Owner damages the party wall, that Owner shall be solely responsible for the entire repair and cost thereof.

(c) An Owner who, by his negligent or willful acts, causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

(h) This Article shall not diminish any rights of an encroaching party under the laws of the Commonwealth of Pennsylvania with regard to party walls.

**ARTICLE XIV:
APPOINTMENT OF BOARD MEMBERS.**

Section 14.1 Appointment of Board Members.

(a) All Owners shall be members of the Association and shall be entitled to one (1) vote per Unit. In addition, the Declarant shall be entitled to one (1) vote for each unsold Unit that it owns and for each Unit that has not been built in the Plan and the Convertible Real Estate.

(b) Declarant has appointed three (3) members to the Board.

(c) No later than sixty (60) days following conveyance of 25% of the Units that may be created by Declarant, at least one (1) director shall be elected by the Unit Owners other than the Declarant.

(d) No later than the earlier of (i) seven years after the date of the recording of the first deed conveying a Unit, or (ii) 180 days after conveyance of 75% of the Units that may be created by Declarant, all members of the Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new, three member Board. Declarant may not unilaterally remove any members of the Board of Directors elected by Unit Owners other than Declarant.

(e) After there are 60 or more Units that are owned by Owners other than the Declarant, the board of Directors may be increased to five (5) Directors by a vote of 60% of the Association and the consent of the Declarant.

(f) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before sale of 75% of the Units. In that event the Declarant may specify that actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

ARTICLE XV: AMENDMENT OF DECLARATION.

Section 15.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified the Act and the express provisions of this Declaration.

Section 15.2 (a) Number of Votes Required. Subject to subsection (d) below, the Declaration may be amended by vote of at least 67% of the Association and the consent of the Declarant.

(b) Limitation of Action to Challenge Amendment. No action to challenge the validity of an amendment adopted by the Association or Declarant may be brought more than one year after the amendment is recorded.

(c) Recording Amendment. Every amendment to the Declaration shall be recorded in the County records. An amendment is effective only upon recording.

(d) When Unanimous Consent or Declarant's Joinder Required. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant's Rights or change the boundaries of any Unit, the Common Property interest, Common Expense Liability or voting strength allocated to a Unit, or the uses to which any Unit is restricted without unanimous consent of the Unit Owners that are affected. In addition, no Declaration provisions pursuant to which any Special Declarant's Rights have been reserved shall be amended without the express written joinder of the Declarant.

(e) Technical Corrections. Except as otherwise provided herein, if any amendment to the Declaration is necessary in the judgment of the Board or Declarant in the case of any of the following:

- (1) Cure an ambiguity or mistake;
- (2) Correct or supplement any provision of the Declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the Declaration; or
- (3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in Planned Community projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage corporation;

Then the Board or Declarant may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of liens on the planned community, upon receipt of an opinion from legal counsel to the effect that the proposed amendment is permitted by the terms of this Subsection.

Section 15.3 Rights of Secured Lenders. Subject to the limitations imposed by the Act, no amendment may be made without the prior written approval of all record holders of first mortgages on units if and to the extent that such approval is required by the Act. Any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE XVI: MORTGAGES, RIGHTS OF MORTGAGEE:

Section 16.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Board may not voluntarily encumber his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgage shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damages to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Planned Community or determination not to restore or replace the affected Unit. The Secretary of the Board shall instruct the insurer of the Property to add the name of the Permitted Mortgage to the mortgage loss payable provision of the hazard insurance policy covering the Property and to provide such

Permitted Mortgage with a Certificate of Insurance showing that the Permitted Mortgage's name has been so added.

Section 16.2 Rights of Mortgagees. Upon the written request of a Permitted Mortgagee, the mortgagee shall be entitled to receive copies of budgets, notices of assessment, reports, notices of meetings, any notice required by FNMA or FHLMC, or any other notices or statements provided under this Declaration by the Board to the Unit Owner.

The mortgage and guarantor of the mortgage on any unit in the Planned Community has the right to a timely written notice of any condemnation or casualty loss that affects either a material portion of the Planned Community or the unit securing its mortgage.

**ARTICLE XVII:
TERMINATION OF PLANNED COMMUNITY.**

Section 17.1 Requirements. Until December 31, 2080, the Planned Community may be terminated only by agreement of Owners to which 100% of the votes in the Association are allocated. After said date, the percentage of votes required shall be 80%. Any such terminations must also have the written consent of both the Municipality and the Declarant, so long as Declarant owns any Unit or Convertible Real Estate and is further subject to the rights of mortgage holders as defined herein.

**ARTICLE XVIII:
RULES AND REGULATIONS, FINES.**

Section 18.1 Adoption; Fines. The Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations herein. The Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Such rules and regulations shall be binding on all Unit Owners, their families, guests, invitees and agents, unless canceled or modified by vote of at least 67% of the Association and the consent of the Declarant. The Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations. So long as the Declarant owns any Units or any part of the Planned community, the Board must obtain the Declarants prior written approval to change, make or promulgate any Rule or Regulation under this Article. The Declarant is not subject to fines or sanctions.

**ARTICLE XIX:
VIOLATIONS.**

Section 19.1 Enforcement. The Association, the Declarant or any Unit Owner shall have the right to enforce by proceedings at law or in equity, the covenants,

conditions, restrictions, reservations, liens and charges now or hereafter imposed by the Declaration, By-Laws or Rules and Regulations. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter. The Association may also impose fines or other sanctions, collection of which shall be as provided in the Declaration, By-Laws or Rules and Regulations. The expense of enforcement by the Association (including reasonable attorneys' fees) shall be chargeable to the Unit Owner violating such provision, and shall constitute a lien on the Unit. Before an individual Unit Owner may act to enforce any provisions of this Declaration, the By-Laws or Rules and Regulations, written notice must be given to the Board and the Association given a reasonable opportunity to take appropriate action.

ARTICLE XX
MEDIATION:

Section 20.1 Any dispute between two or more owners, or one owner and the Association may be submitted to mediator or arbitration. Costs and fees excluding attorney fees, associated with mediation or arbitration shall be assessed equally to all parties to the dispute. Mediation or arbitration shall be limited to disputes in which all parties agree to mediation or arbitration. Nothing in this Article shall be construed to affect or impair the right of a party to pursue a private cause or action or seek other relief.

ARTICLE XXI:
INSURANCE

Section 21.1 Insurance.

- a. The Association shall maintain all insurance as is required by Section 5312 of the Act.
- b. The Association must maintain a "master" or "blanket" type of insurance policy, with at least "broad form" extended coverage, with premiums being paid as a Common Expense.
- c. To the extent that insurance is available, the policy must insure all of the Common Property for 100% of replacement cost. The policy must insure the personal property owned by the Association.
- d. The Association must maintain a comprehensive general liability policy with at least \$1,000,000.00 of combined single limit coverage.
- e. The Association, or its management company, if any, must maintain blanket fidelity insurance coverage at least in the amount the funds that it holds or controls.
- f. Any proceeds from any insurance payment will be disbursed as required by the Act.

g. Each Unit Owner is required to obtain and maintain their own liability and property insurance.

ARTICLE XXII **OTHER PROVISIONS**

Section 22.1 Severability. Invalidation of any one of the provisions hereof or any part of any provision hereof shall in no way affect the remainder of the provision or any other provision which shall remain in full force and effect. In the event the Act creating planned communities is declared invalid, a common law community services association shall exist.

Section 22.2 Waiver of Use. No Unit Owner may exempt himself from liability for his charges and assessments duly levied by the Association in accordance with the provisions of this Declaration and the By-Laws, nor release the Unit owned by him from the liens and charges hereof, by abandonment of his Unit or by any conveyance or covenant severing the rights and benefits from the Unit. Said charge, lien or assessment shall be, in addition to being an obligation running with the land, a personal obligation of the Unit Owner at the time of the assessment levy and not subject to set-off or counterclaim.

Section 22.3 Person and Gender. As used in this Declaration, the word person or reference to a person shall mean and include a natural person, corporation, partnership, trust or other entity or any combination thereof; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean or include any other gender.

Section 22.4 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Act, by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege or reasonably necessary to effectuate any such right or privilege.

Section 22.5 Matters of Dispute. Matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be binding except that this Section shall not apply to Declarant.

Section 26.6 Conflict with Declaration. In the event of a conflict between the Declaration and the By-Laws, the Declaration shall prevail.

IN WITNESS WHEREOF, the said Greenwood Village, LP., has executed these presents on this 12 day of April, 2021.

ATTEST:

GREENWOOD VILLAGE, LP. a
Pennsylvania Limited Partnership

Robin Basil
Secretary

By [Signature]
Frank R. Zokaites, President of
Zokaites Contracting, Inc. its sole
General Partner

IN WITNESS WHEREOF, the said NVR, Inc., owner of lots 110A, 110B, 110C, 110D, and 110E has executed these presents on this 7th day of April, 2021.

ATTEST

NVR, Inc.
a Virginia Corporation

[Signature]
Secretary

By [Signature]
David Hilton, Vice President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On this 7th day of April, 2021, before me, a Notary Public in and for said County, in the Commonwealth aforesaid, personally appeared David Hilton who being duly sworn according to law deposes and says that he is the Vice President of NVR, Inc. and as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

owner of

Commonwealth of Pennsylvania - Notary Seal
Sherry Dean, Notary Public
Allegheny County
My commission expires October 24, 2024
Commission number 1203391
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public
My Commission Expires: 10-24-24

GREENWOOD VILLAGE

a Planned Community

LEGAL DESCRIPTION

ALL that certain parcel of land situate in the Township of North Strabane, County of Washington and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at the point along the southerly line of the lands of Weavertown 79 Partners LLC, common with the Northwest corner of the lands of Condominium of Victoria Court, said point being South 73° 08' 32" West, 422.25 feet from an existing iron pin on a Northern corner of the lands of Condominium of Victoria Court, said point also being the Northern corner of the parcel herein described; thence along the westerly line of the lands of Condominium of Victoria Court, South 01° 54' 38" West, 662.05 feet to a point on the Southwestern corner of the lands of Condominium of Victoria Court; thence along the southerly line of the lands of Condominium of Victoria Court, North 88° 04' 52" West, 600.00 feet to an existing pipe, being a point along the westerly line of the lands of Weaverton Woodlands Community Association, Elite Management Services Group, Inc., and being the Northeast corner of the parcel herein described; thence along the westerly line of the lands of Weaverton Woodlands Community Association, Elite Management Services Group, Inc., and along the westerly line of the lands of Weaverton Woodlands Condominium Association, South 01° 58' 24" West, 1,596.71 feet to a point; thence continuing along a northerly line of the lands of Weaverton Woodlands Condominium Association, North 53° 37' 06" West, 345.57 feet to the point on a western corner of the lands of Weaverton Woodlands Condominium Association, being the Northeast corner of the lands of Margaret J. Molinaro Revocable Living Trust; thence along the northerly line of the lands of Margaret J. Molinaro Revocable Living Trust, South 68° 46' 24" West, 634.07 feet to a point; thence continuing along the westerly line of the lands of Margaret J. Molinaro Revocable Living Trust, South 20° 04' 52" West, 619.41 feet to an existing iron pipe on the Southwest corner of the lands of Margaret J. Molinaro Revocable Living Trust, being the Northwest corner of the lands of Paul Young Jr., Youngs Inc.; thence along the westerly line of the lands of Paul Young Jr., Youngs Inc. and along the westerly line of the lands of Joshua C. & Melanie M. Tranium, South 19° 01' 09" West, 306.87 feet to an existing iron pin, being the Northeast corner of the lands of John W. & Dolores K. Norvell, and being the Southeast corner of the parcel herein described; thence along the northerly line of the lands of John W. & Dolores K. Norvell, North 69° 42' 41" West, 246.71 feet to an existing iron pipe at the Northwest corner of the lands of John W. & Dolores K. Norvell, being a point along the easterly line of the lands of Lori L. Perry & Gary Gaines, Jr., and being the Southwest corner of the parcel herein described; thence along the easterly line of the lands of Lori L. Perry & Gary Gaines, Jr., along the easterly line of the lands of Matthew M. & Jodie L. Povich, along the easterly line of South Canonsburg Plan, and along the easterly line of Canonsburg Land & Improvement Co. Plan, North 04° 34' 46" East, 2,897.90 feet to an existing iron pin on the Southwest corner of the lands of Weavertown 79 Partners LLC, being the Northwest corner of the parcel herein described; thence along the southerly line of the lands of Weavertown 79 Partners LLC, North 73° 08' 32" East, 688.97 feet to the point of beginning. Boundary & Topographic Survey performed by Lawrence R. Elliott Surveying Inc. in December 2012, with Drawing No. 644 B 3-6169.

THE ABOVE NARRATIVE METES AND BOUNDS DESCRIPTION PREPARED BY MATTHEW C. BOONE, REGISTERED PROFESSIONAL SURVEYOR AND COPY OF SURVEY ATTACHED AS AN EXHIBIT TO THIS INSTRUMENT.

Parcel ID Numbers Affected by the Within Declaration

101A	520-014-06-00-0047-00
101B	520-014-06-00-0048-00
101C	520-014-06-00-0049-00
101D	520-014-06-00-0050-00
101E	520-014-06-00-0051-00
102A	250-014-06-00-0042-00
102B	520-014-06-00-0043-00
102C	520-014-06-00-0044-00
102D	520-014-06-00-0045-00
102E	520-014-06-00-0046-00
103B	520-014-06-00-0038-00
103C	520-014-06-00-0039-00
103D	520-014-06-00-0040-00
103E	520-014-06-00-0041-00
104A	520-014-06-00-0032-00
104B	520-014-06-00-0033-00
104C	520-014-06-00-0034-00
104D	520-014-06-00-0035-00
104E	520-014-06-00-0036-00
105A	520-014-06-00-0028-00
105B	520-014-06-00-0029-00
105C	520-014-06-00-0030-00
105D	520-014-06-00-0031-00

106A	520-014-06-00-0023-00
106B	520-014-06-00-0024-00
106C	520-014-06-00-0025-00
106D	520-014-06-00-0026-00
106E	520-014-06-00-0027-00
107A	520-014-06-00-0018-00
107B	520-014-06-00-0019-00
107C	520-014-06-00-0020-00
107D	520-014-06-00-0021-00
107E	520-014-06-00-0022-00
108A	520-014-06-00-0013-00
108B	520-014-06-00-0014-00
108C	520-014-06-00-0015-00
108D	520-014-06-00-0016-00
108E	520-014-06-00-0017-00
109A	520-014-06-00-0008-00
109B	520-014-06-00-0009-00
109C	520-014-06-00-0010-00
109D	520-014-06-00-0011-00
109E	520-014-06-00-0012-00
111A	520-014-06-00-0001-00
111B	520-014-06-00-0002-00

Lot A	Crawford Street	520-014-06-00-0071-00
1-A	Open Parcel	520-014-06-00-0052-00
	Street Right of Way	520-014-06-00-0053-00
1-B	Open Parcel	520-014-06-00-0054-00



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011442-0280442e

Schedule B

File No. 17K-1081

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement (s) of sale.
2. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
3. Easements, or claims of easements, not shown by the Public Records.
4. Possible tax increase based on additional assessments.
5. Accuracy of area content not insured.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Subject to the payment of all 2018 Real Estate Taxes.
8. Excepting any and all water and sewer charges.
9. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
10. Any lease, grant, exception or reservations of oil or gas rights, storage rights, or minerals or mineral rights appearing in the Public Records.
11. Oil, gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. Coal and mining rights and all rights relating thereto.

NOTICE: "THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND." [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

13. Provisions of the Pennsylvania Farmland Assessment Act of 1974, known as the Clean and Green Act, 72 P.S. Section 5490.1, et seq. (the "Act") and any monetary loss or retroactive rollback taxes that would result from a splitting, subdividing or sale of a portion of the premises to be insured hereby that would violate the Act.
14. The following Oil and Gas Leases:
 - a. Alexander McCoy to Canonsburg Iron Company, LTD dated October 27, 1884 of record in Deed Book 132, page 28;
 - b. Alexander C. McCoy to W. H. Paxton dated September 24, 1887 of record in Deed Book 142, page 597.
15. Right of Way from William Weriakis, et ux., to Carnegie-Illinois Steel Corporation dated October 31, 1994 of record in Deed Book Volume 653, page 310.
16. Clean and Green Application dated June 26, 1980 and recorded at Instrument No. 200929192.



First American Title[™]

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011442-0280442e

Schedule B (Cont.)

File No. **17K-1081**

17. Clean and Green Application dated May 15, 2013 and recorded at Instrument No. 201315664.
18. Deed of Hydrocarbon Conveyance between Timothy A. Ciaffoni, Co-Administrator of the Estate of Robert J. Ciaffoni and Bonnie C. Watts, Co-Administrator of the Estate of Robert J. Ciaffoni and Three Rivers Royalty, LLC, dated December 19, 2015 and recorded December 22, 2015 at Instrument No. 201535539.
19. Subject to all matters set forth on the survey prepared by Lawrence R. Elliott Surveying Inc., dated December 2012, with Drawing No. 644 B-3-6169.
20. Company does not insure against any loss or damage by reason of lack of access to and from the Land.
21. Loss or damage, including but not limited to any costs, attorney's fees and expenses that the Insured may sustain by reason of the litigation pending between Bove Development Corp. and Greenwood Village LP and North Strabane Township Board of Supervisors, in the Washington County, PA Court of Common Pleas, Civil Division filed at Case No. C-63-CV-2015-3789, including but limited to the terms and conditions of any order of court resulting therefrom.

DEBORAH BARDELLA
RECORDER OF DEEDS
WASHINGTON, PA
PENNSYLVANIA

INSTRUMENT NUMBER
202018584

RECORDED ON

AUG 06, 2020
3:09:42 PM

Total Pages: 8

RECORDING FEES \$607.25

TOTAL PAID \$607.25

INV: 772456 USER: JMH

West Penn Power
EASEMENT
FORM NO. X-2809.3 (REV. 07-19)



R0020LSI WCR000312

WORK REQUEST NO.

The undersigned, GREENWOOD VILLAGE LP
375 GOLF SIDE DRIVE WEXFORD PA 15090
of the TOWNSHIP of MCCANDLESS
County of ALLEGHENY and State of PENNSYLVANIA, (the "Grantor"), is the
owner of certain lands located in the TOWNSHIP of NORTH STAMPA County of
WASHINGTON and Commonwealth of Pennsylvania, bounded and/or described as follows

(the "Land"):

Address: GREENWOOD DRIVE CANNONBURG PA 15317

AND

Lot No. _____ in Plan _____ OR

Acreage: _____

AND

Tax Parcel No. (ATTACHED)

AND

Deed Book Vol. _____ Page _____ OR

Document/ Instrument/ Identifier No. 201812547 (PLAN)

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, hereby grants and conveys to WEST PENN POWER COMPANY, a Pennsylvania corporation, (the "Grantee") a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for

electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the UNDEVELOPED portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or obstructions, which are within FIFTEEN (15) feet of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees, and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such excavations to accomplish the above purposes and to enter upon the Land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within SEVEN' SIX" (7.5) feet of either side of the center line of the Facilities, as installed; raise or lower the ground elevation of the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this 29TH day of JULY, 20 20.

WITNESS:

GRANTOR:

GREENWOOD VILLAGE LP (Seal)
BY: ZUKERTS CONTRACTING, INC - (Seal)
THE GENERAL PARTNER (Seal)
TERRY L. BOER (Seal)
TERRY L. BOER - VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA } SS.
COUNTY OF _____

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

COMMONWEALTH OF PENNSYLVANIA } SS.
COUNTY OF ALLEGHENY

On this the 29th day of JULY, 20 20 before me, the undersigned officer, personally appeared TERRY J. BOVE who acknowledged himself to be the VICE PRESIDENT of ZUKATZ CONSTRUCTION INC *, a corporation, and that he as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

In Witness Whereof, I have hereunto set my hand and Official Seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer Schubert, Notary Public
Upper St. Clair Twp., Allegheny County
My Commission Expires May 2, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jennifer Schubert

Notary Public

Title Officer

* GENERAL MANAGERS OF
GREENWOOD VILLAGE LP

Searched for:

Owner

GREENWOOD VILLAGE LP

1901-2021

No

INSTRUMENT NUMBER 201812547
(PLAN) BOOK
RECORDED NOV 24 2018

Results 1 - 54 of 54

Parcel ID	LOT #	Owner	Address
520014000007100		GREENWOOD VILLAGE LP	0 CRAWFORD ST
520014060000100	111 A	GREENWOOD VILLAGE LP	N/A
520014060000200	111 B	GREENWOOD VILLAGE LP	N/A
520014060000300	110 A	GREENWOOD VILLAGE LP	N/A
520014060000400	110 B	GREENWOOD VILLAGE LP	N/A
520014060000500	110 C	GREENWOOD VILLAGE LP	N/A
520014060000600	110 D	GREENWOOD VILLAGE LP	N/A
520014060000700	110 E	GREENWOOD VILLAGE LP	N/A
520014060000800	109 A	GREENWOOD VILLAGE LP	N/A
520014060000900	109 B	GREENWOOD VILLAGE LP	N/A
520014060001000	109 C	GREENWOOD VILLAGE LP	N/A
520014060001100	109 D	GREENWOOD VILLAGE LP	N/A
520014060001200	109 E	GREENWOOD VILLAGE LP	N/A
520014060001300	108 A	GREENWOOD VILLAGE LP	N/A
520014060001400	108 B	GREENWOOD VILLAGE LP	N/A
520014060001500	108 C	GREENWOOD VILLAGE LP	N/A
520014060001600	108 D	GREENWOOD VILLAGE LP	N/A
520014060001700	108 E	GREENWOOD VILLAGE LP	N/A
520014060001800	107 A	GREENWOOD VILLAGE LP	N/A
520014060001900	107 B	GREENWOOD VILLAGE LP	N/A
520014060002000	107 C	GREENWOOD VILLAGE LP	N/A
520014060002100	107 D	GREENWOOD VILLAGE LP	N/A
520014060002200	107 E	GREENWOOD VILLAGE LP	N/A
520014060002300	106 A	GREENWOOD VILLAGE LP	N/A
520014060002400	106 B	GREENWOOD VILLAGE LP	N/A
520014060002500	106 C	GREENWOOD VILLAGE LP	N/A
520014060002600	106 D	GREENWOOD VILLAGE LP	N/A
520014060002700	106 E	GREENWOOD VILLAGE LP	N/A
520014060002800	105 A	GREENWOOD VILLAGE LP	N/A
520014060002900	105 B	GREENWOOD VILLAGE LP	N/A
520014060003000	105 C	GREENWOOD VILLAGE LP	N/A
520014060003100	105 D	GREENWOOD VILLAGE LP	N/A
520014060003200	104 A	GREENWOOD VILLAGE LP	N/A
520014060003300	104 B	GREENWOOD VILLAGE LP	N/A
520014060003400	104 C	GREENWOOD VILLAGE LP	N/A
520014060003500	104 D	GREENWOOD VILLAGE LP	N/A
520014060003600	104 E	GREENWOOD VILLAGE LP	N/A
520014060003700	103 A	GREENWOOD VILLAGE LP	N/A
520014060003800	103 B	GREENWOOD VILLAGE LP	N/A
520014060003900	103 C	GREENWOOD VILLAGE LP	N/A
520014060004000	103 D	GREENWOOD VILLAGE LP	N/A
520014060004100	103 E	GREENWOOD VILLAGE LP	N/A
520014060004200	102 A	GREENWOOD VILLAGE LP	N/A
520014060004300	102 B	GREENWOOD VILLAGE LP	N/A
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520014060004600	102 E	GREENWOOD VILLAGE LP	N/A
520014060004700	101 A	GREENWOOD VILLAGE LP	N/A
520014060004800	101 B	GREENWOOD VILLAGE LP	N/A
520014060004900	101 C	GREENWOOD VILLAGE LP	N/A
520014060005000	101 D	GREENWOOD VILLAGE LP	N/A
520014060005100	101 E	GREENWOOD VILLAGE LP	N/A
520014060005200		GREENWOOD VILLAGE LP	N/A
520014060005300		GREENWOOD VILLAGE LP	N/A

Amendments to Declaration

GREENWOOD VILLAGE

A Planned Community

March 25, 2021

There are currently no Amendments to the Declaration