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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF

FOX CHASE PLAN OF LOTS,
A LIMITED PLANNED COMMUNITY

NORTH STRABANE TOWNSHIP

WASHINGTON COUNTY, PA

AND

By-LAWS

DEBORAH FARVELLA
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania

INSTRUMENT NUMBER

200607983

RECORDED ON

Mar 24, 2006

9:41:30 AM

Total Pages: 3

RECORDING FEE \$152.50

TOTAL \$152.50

HWY 289000 USER: JF

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FOX CHASE PLAN OF LOTS
A LIMITED PLANNED COMMUNITY

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made this 20th day of March, 2006 by McDowell Estates, L.P., a Pennsylvania Limited Partnership (hereinafter sometimes referred to as "Developer"), having its principal place of business at 300 Weyman Road, Suite 210, Pittsburgh, Pennsylvania 15234,

WITNESSETH:

WHEREAS, Developer, proposes to develop that certain parcel of land, situated in the North Strabane Township, County of Washington, Commonwealth of Pennsylvania, to be called "Fox Chase Plan of Lots" (hereinafter sometimes referred to as "Property"); and

WHEREAS, the Property is more particularly described in Exhibit "A", which is attached hereto and is incorporated by reference herein; and

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

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

WHEREAS, Developer has created, or will create, either an unincorporated association or an incorporated association under the laws of the Commonwealth of Pennsylvania 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. An unincorporated Association known as FOX CHASE COMMUNITY ASSOCIATION made up of all Unit Owners of the FOX CHASE PLAN.

Section 2. Carriage Home. A single family dwelling, sharing at least one common wall with another dwelling, containing a first floor master bedroom and not exceeding two stories.

Section 3. Common Areas. Any part of the Property which the Association owns and/or maintains for the benefit and enjoyment of the Unit Owners.

Section 4. Common Expenses. These shall mean and include: (1) expenses of administration, maintenance, repair and replacement of the Common Areas and 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.

Section 5. 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 of maintenance for the use and enjoyment of the Unit Owners.

Section 6. Developer. McDowell Estates, L.P., a Pennsylvania Limited Partnership, its successors and assigns, including any successor interest who takes title to any portion of the property for the purpose of developing it in accordance with this Declaration.

Section 7. Lot. Any plot of land and any designation of units shown upon any recorded subdivision map of the Property, specifically excluding the Common Property.

Section 8. Municipality. The term Municipality shall mean North Strabane Township, its successors and assigns.

Section 9. Owner. Those Unit Owners who are members of the Association, as provided in Article II hereof.

Section 10. Property. The real property described in Exhibit "A". Phase I,
Phase I-R, Phase II

Section 11. Single Family Home. Any single family dwelling which does not share any common walls with another dwelling unit.

Section 11. Townhouse. A single family dwelling with two or more stories sharing at least one common wall with another dwelling.

Section 12. Unit. Any building situated upon an individual Lot.

Section 13. Unit Owner. The record owner of a lot upon which is erected a Unit.

ARTICLE II

MEMBERSHIP MEETINGS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every record owner of a Lot in the Fox Chase Plan 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 four (4) 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 Association shall have the right 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; and

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

(c) the right of the Developer 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 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.

(f) the right of the Association to borrow money for the purpose of repairing or improving any facilities located thereon, and to give as security therefore a mortgage covering all or any portion of the Common Property; provided, however, that in event of a default and foreclosure upon such mortgage, the mortgagee must permit continued use of the Common Properties by the Owners and their guests, but shall have the right to charge admission and other fees.

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. Title to the Common Property 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. Utility Easements - Right of Entry. Each Lot shall be, and is hereby made, subject to easements in favor of the Developer, the Members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems, and other utility services, including, but not limited to, pipes, lines, manholes and other equipment, as may be necessary to service any Lot or Unit. The location of said easements shall be located during construction by the Developer and are further shown on the Plans of record lodged in the Municipality's Office. An Owner is encouraged to familiarize themselves with these locations prior to taking title to a Unit.

Section 5. Covenant of Access. Each Lot and Unit shall be conveyed together with and subject to each Unit Owner having adequate and uninterrupted access to and maintenance of Common Areas, including, but not limited to, gas, water, electric, and telephone lines; heating, ventilating, and air conditioning facilities; walls; steps; interior and exterior lights; storm and sanitary sewers; roof drains; drainage swales; cable television antennas and/or underground wiring; parking facilities or areas related to main structure; elevator; pedestrian ways; parking and pedestrian access; driveways; porches; patios; railings; common utility rooms; hallways; laundry facilities; garbage disposal facilities; and recreational areas.

ARTICLE IV

ASSESSMENTS AND SERVICES

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it upon which is erected a dwelling unit and each Owner of any Lot or Unit by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges; (2) Special Assessments; and (3) Specific Assessments against particular Units for fines or other charges. All such assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien upon which 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 or Unit 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. Provided however, that nothing contained herein shall prohibit the Association from imposing a lien on the realty for the amount of such delinquent assessment which is due.

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 and Common Areas. Additionally, the Unit Owners of the various types of Units shall also be entitled to such additional services as further provided herein.

Section 3. Annual Assessments and Services To Be Rendered By The Association .

(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. Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board of Directors. The Annual Assessments may be different for each type of Unit, as each of type of Unit shall be entitled to different services from the Association. Initially, the Association shall supply the following services to the each of the following types of Unit:

(1) **Carriage Home Units and Assessment.** Initially, the regular monthly assessment made by the Association against all Carriage Homes, as defined herein, shall be fifty-five dollars (\$55.00) per month. This assessment shall be for the maintenance of the Common Areas as well as the Association's maintenance duties associated with the Carriage Homes. At the time of this Declaration, it is anticipated that the Carriage Homes will receive the following maintenance services from the Association: (1) use of Common Areas; (2) grass cutting and maintenance of standard landscaping package; (3) snow removal from walk.

(2) **Single Family Units and Assessment.** Initially, the regular monthly assessment made by the Association against all Single Family Units, as defined herein, shall be twenty-five dollars (\$25.00) per month. This assessment shall be for the maintenance of the Common Areas which each owner of a Single Family Unit shall be entitled to use subject to the provisions herein. At the time of this Declaration, it is anticipated that Single Family Homes will not receive any maintenance services from the Association.

(3) **Townhouse Units and Assessment.** Initially, the regular monthly assessment made by the Association against all Townhouses, as defined herein, shall be forty-five dollars (\$45.00) per month. This assessment shall be for the maintenance of the Common Areas as well as the Association's maintenance duties associated with the Townhouses. At the time of this Declaration, it is anticipated that the Townhouses will receive the following maintenance services from the Association: (1) use of Common Areas; (2) grass cutting and maintenance of standard landscaping package; (3) snow removal from walk.

(b) The Association shall have the right to alter the types of services provided to the Units based upon the Association's determination of the needs of its members.

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

(d) The Association shall, upon seven (7) days written request, 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.

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

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Property or the Common Areas, provided that any such Special Assessment shall have the 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 its consent.

Section 5. Specific Assessments. In addition to the foregoing, the Board may levy specific assessments against individual Units where there is a particular charge attributable only to that Unit or a fine has been imposed as provided hereinafter. Such assessment shall be made at a regular meeting of the Board of which the Owner involved has had at least thirty (30) days' notice to appear.

Section 6. Notice and Quorum For Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, 4 or 5 herein shall be hand-delivered to the Unit or mailed by United States mail, first-class, postage prepaid, to the Owner of the Unit 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 thirty percent (30%) of all the votes shall constitute a quorum.

Section 7. 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 8. 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 Twenty-Five Dollars (\$25.00) per month or such other amounts as the Association may deem appropriate. 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 such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorneys' fees, together with the costs of the action. No Unit Owner may waive or otherwise accept liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot or Unit.

Section 9. 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 10. Fund for Replacements. The Association may establish and maintain a reserve fund for replacement of any part of the Common Property and facilities as the Association deems appropriate.

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:

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

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

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

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

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

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

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

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

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

(e) Each 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. Development Restrictions. The maximum number of dwelling units on the Property shall be 130.

Section 2. 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 sold or otherwise transferred.

(b) **Units on Recorded Lots.** No Unit or part thereof shall be erected on any Lot in the Plan unless it becomes attached to and becomes a part of such lot.

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

(d) **Maintenance.** Each Unit Owner shall furnish and be responsible, at his own expense, for the maintenance, repairs and replacements within his own Unit and also for all exterior maintenance and replacement, including but not limited to, painting of Units, replacement of roof, replacement of windows, replacement of siding, decks, sidewalks and other such items required in and about his Unit.

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

(f) Outside Attachments. Unit Owners shall not attach anything to the outside walls or roof of any Unit, such as radio, television antennas, and/or satellite dishes, which may be visible from the street, without the written consent of the Board of Directors of the Association. Provided, however, that Unit Owners are permitted to install a satellite dish, less than 18" in diameter, at locations on their individual Units approved by the Board of Directors of the Association.

(g) Signage.

(1) No sign of any kind shall be displayed to the public view on any Lot for a period of sixty (60) days or more without prior written consent of the Board of Directors of the Association.

(2) The Developer shall have the right to erect signs to advertise all of its property, the sale of Lots, and any other signs which the Developer deems necessary for construction and sale of Lots on any part of the property owned by Developer. Developer shall have the right to erect an entrance monument identifying the plan.

(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 fifteen (15) 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 ten (10) square feet advertising the house for sale or rent may be used.

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

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

(j) 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.

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

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

(m) 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 Areas, except that dogs, cats or other household pets may be kept in the Units, subject to the Rules and Regulations adopted by the Association. All household pets must be kept leashed or restrained on the premises, either by a physical restraint or electronic restraint such as an invisible fence.

(n) 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.

(o) Easements of Pipes, Trees, and Stormwater Management.

(1) 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, conductor lines on the high side can extend to the curb. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown 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.

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

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

(4) Developer and/or the Association shall also have the right to enter any Lot for the purpose of improving the grading or surface drainage, either through grading or installation of residential yard drains, of said Lot or other Lots in the Plan. The Lots shall subsequently be restored to their original condition.

(5) All storm water collection pipes (including the lateral pipes that run from the house to the collection system), swales, and drains not dedicated to the Municipality as Public Improvements shall remain the property and responsibility of the Association, regardless of whether these pipes are on Common Area or on Lots. The storm water detention facility as shown on approved construction plans shall become the responsibility of the Association upon the substantial completion of the home construction within the Plan. Until such time, Developer shall be responsible for the maintenance of this facility.

(p) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any business or delivery trucks or vans, tractor, tractor-trailer, semi-truck, camper, trailer, all-terrain vehicle (ATV), mobile home, boat or other transportation device of any kind, unless approved by the Board of Directors of the Association. No Unit Owner or Tenant shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. In addition, the Board of Directors of the Association 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.

(q) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Areas.

(r) Landscaping. In addition to the responsibilities as set forth in Article IV, Section 3(a), all landscaping of the Common Areas shall be performed by the Association and planting of trees, hedges, shrubs, etc., on Common Areas by residents is prohibited. The Association shall also have the responsibility for the maintenance of the Lots in the plan including grass cutting and lawn maintenance, leaf removal to the street for municipal pickup, and maintenance of any landscaped islands. The Association shall have the right to install additional landscaping on individual Lots in the Plan should the Board by unanimous vote decide that said improvements are for betterment and beautification of the plan as a whole. The Association shall not be responsible for the individual landscaping plantings or trees on each lot unless landscaping was installed by the Association as permitted above.

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

(t) Incomplete Structures. No basement, garage or other structure other than the Unit for which the plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any Unit in the process of construction, nor any basement or foundation, be used for residential purposes.

(u) 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 property line of the house and shall not exceed six feet in height.

(v) Wells. No oil or gas well shall be drilled on any Lot.

ARTICLE VIII

CONDEMNATION

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

ARTICLE IX

LEASING

Section 1. Written Leases. 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 promulgated thereunder as though such tenant were an Owner. A copy of every Lease shall be filed with the Association prior to the tenant taking occupancy of the Property.

Section 2. Responsibility for Lessees. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration and the Rules and Regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Association's option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board of Directors of the Association shall have the right to require approval of all leases to insure compliance with this Article. The Board of Directors of the Association may promulgate additional Rules and Regulations relating to the leasing of Units.

ARTICLE X

PARTY WALLS

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

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

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

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

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

ARTICLE XI

TEMPORARY EASEMENT

Each Unit Owner shall have the right to a Temporary Easement over the property of the other Unit Owners, in the same building or sharing a party wall, for the purpose of maintaining or improving their residence and the grounds thereon. The right shall allow a middle Unit Owner (Unit Owner sharing two party walls) to cross the adjoining Unit Owners' properties in a manner so as to minimally disturb the property itself and the peaceful enjoyment of that Owner, but will allow the middle Unit Owners access for maintaining or improving their Units. The middle Unit Owner should first notify the Board and the affected Owners two weeks prior of their intention to utilize this Temporary Easement. If, at the determination of the Board, the use of the easement shall adversely harm the affected properties, the Board, at its discretion, may require the middle Unit Owner to post a bond or cash deposit which would guarantee the restoration of the affected property owners to their original condition.

ARTICLE XII

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 against any person or persons violating or attempting to violate any covenant, condition or restriction imposed by this Declaration. The enforcement proceedings may seek to restrain violation, and / or to recover damages, and / or to collect any liens or charges imposed pursuant to this Declaration, and / or against the land to enforce any lien created by these covenants. The failure by the Board of Directors or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided in Article IV hereof. The expense of enforcement by the Board of Directors (including reasonable attorney's fees) shall be chargeable to the Unit Owner violating these covenants and restrictions, and shall constitute a lien on the Unit, 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. Additionally, the Court shall, in place of the covenant or restriction which it deems to be invalid, draft a covenant or restriction in such language as to be as close as possible to the original covenant, although complying with the Court's restrictions.

Section 3. Amendment. This Declaration may be amended by the affirmative vote of 67% of all the Unit 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 Unit Owners or a combination of these two methods. No amendment shall be effective until recorded in the Recorder's Office of Washington County.

Section 4. The Common Property. The Board of Directors of the Association, subject to the rights of the Unit Owners set forth in this Declaration, 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, pursuant to the terms and conditions hereof.

Section 5. Procurement of Services. The Board of Directors of the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Board of Directors or by any person or entity with whom it contracts. If the Board of Directors enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Board of Directors may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 6. Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and real property.

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.

Section 8. Notice of Sale. In the event that a Unit Owner sells his or her Unit, the Unit Owner, at least seven (7) days prior to Closing, shall notify the Association, in writing, of the name, address and phone number of the Purchaser(s) of the Unit.

Section 9. 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 10. 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 11. Notices. Any notice required to be sent to any Member or Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, to the last known address of the person who appears as Member or Unit Owner on the records of the Association at the time of such mailing.

Section 12. 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 said period has elapsed, this Declaration 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, Pennsylvania.

WITNESS The Execution Hereof The Day And Year First Above Written.

DEVELOPER
MCDOWELL ESTATES, L.P.

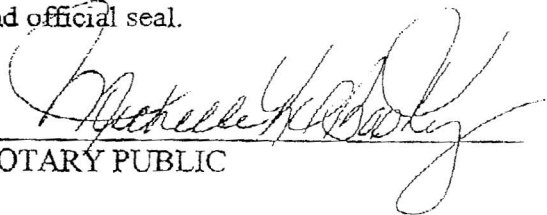
By: Woodrow Welsh
Name: WOODROW WELSH
Title: MANAGING MEMBER, PARTNER

ACKNOWLEDGMENT

Commonwealth of Pennsylvania)
)
County of Allegheny)

On this the 10 day of MARCH, 2006, before me, notary public, the undersigned officer, personally appeared Woodrow J. Welsch, who acknowledged himself to be the Managing Member of Welcast Partners, LLC, a Pennsylvania Limited Liability Company, which is the General Partner of McDowell Estates, L.P., and stated that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the Limited Partnership.

In Witness Whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

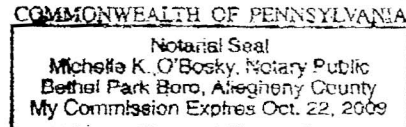


Exhibit "A"

McDowell Estates, LP
FOX CHASE PLAN OF LOTS

PHASE 1

<i>Lot #</i>	<i>Parcel ID</i>	<i>SqFt</i>	<i>Description</i>
101	520-001-24-00-0001-00	28,497	3 Unit Carriage Home Lot
102	520-001-24-00-0002-00	30,826	3 Unit Carriage Home Lot
103	520-001-24-00-0003-00	29,925	3 Unit Carriage Home Lot
104	520-001-24-00-0004-00	29,925	3 Unit Carriage Home Lot
105	520-001-24-00-0005-00	29,776	3 Unit Carriage Home Lot
106	520-001-24-00-0006-00	34,035	3 Unit Carriage Home Lot
107	520-001-24-00-0007-00	34,035	3 Unit Carriage Home Lot
108	520-001-24-00-0008-00	33,588	3 Unit Carriage Home Lot
109	520-001-24-00-0009-00	23,745	3 Unit Carriage Home Lot
110-Model	520-001-24-00-0010-00	15,048	5 Unit Town Home Lot
111	520-001-24-00-0011-00	12,109	4 Unit Town Home Lot
112	520-001-24-00-0012-00	14,880	5 Unit Town Home Lot
113	520-001-24-00-0013-00	12,320	4 Unit Town Home Lot
114	520-001-24-00-0014-00	12,100	4 Unit Town Home Lot
115	520-001-24-00-0015-00	14,624	5 Unit Town Home Lot
116	520-001-24-00-0016-00	14,757	5 Unit Town Home Lot
117R-Model	520-001-24-00-0017-00	15,575	New Single Family Lot
118R	520-001-24-00-0018-00	13,203	New Single Family Lot
119R	520-001-24-00-0019-00	13,549	New Single Family Lot
120R	520-001-24-00-0020-00	14,426	Single Family Lot
121R	520-001-24-00-0021-00	15,623	Single Family Lot
122R	520-001-24-00-0022-00	14,986	New Single Family Lot
123R	520-001-24-00-0023-00	16,542	New Single Family Lot
124R	520-001-24-00-0024-00	18,855	New Single Family Lot

PHASE

1-R

Exhibit "A"

220	520-001-25-00-0020-00	18,470	Single Family Lot
221	520-001-25-00-0021-00	15,249	Single Family Lot
222	520-001-25-00-0022-00	11,231	Single Family Lot
223	520-001-25-00-0023-00	11,226	Single Family Lot
224	520-001-25-00-0024-00	15,470	Single Family Lot
225	520-001-25-00-0025-00	14,916	Single Family Lot
226	520-001-25-00-0026-00	14,916	Single Family Lot
227	520-001-25-00-0027-00	14,917	Single Family Lot
228	520-001-25-00-0028-00	16,316	Single Family Lot
229	520-001-25-00-0029-00	16,800	Single Family Lot
230	520-001-25-00-0030-00	16,800	Single Family Lot
231	520-001-25-00-0031-00	16,800	Single Family Lot
232	520-001-25-00-0032-00	18,679	Single Family Lot
233	520-001-25-00-0033-00	18,855	Single Family Lot
234	520-001-25-00-0034-00	18,855	Single Family Lot
235	520-001-25-00-0035-00	18,855	Single Family Lot
236	520-001-25-00-0036-00	18,855	Single Family Lot
237	520-001-25-00-0037-00	18,855	Single Family Lot
238	520-001-25-00-0038-00	18,855	Single Family Lot

Exhibit "A"

125R	520-001-24-00-0025-00	18,913	New Single Family Lot
126R	520-001-24-00-0026-00	17,328	New Single Family Lot
127R	520-001-24-00-0027-00	16,720	New Single Family Lot
128R	520-001-24-00-0028-00	16,511	New Single Family Lot
129R	520-001-24-00-0029-00	15,888	New Single Family Lot
130R	520-001-24-00-0030-00	15,407	New Single Family Lot

PHASE
2

<i>Lot Number</i>	<i>Parcel ID</i>		<i>Description</i>
201	520-001-25-00-0001-00	16,891	Single Family Lot
202	520-001-25-00-0002-00	16,927	Single Family Lot
203	520-001-25-00-0003-00	16,927	Single Family Lot
204	520-001-25-00-0004-00	16,927	Single Family Lot
205	520-001-25-00-0005-00	16,927	Single Family Lot
206	520-001-25-00-0006-00	16,925	Single Family Lot
207	520-001-25-00-0007-00	18,000	Single Family Lot
208	520-001-25-00-0008-00	18,000	Single Family Lot
209	520-001-25-00-0009-00	18,869	Single Family Lot
210	520-001-25-00-0010-00	22,550	Single Family Lot
211	520-001-25-00-0011-00	22,224	Single Family Lot
212	520-001-25-00-0012-00	22,224	Single Family Lot
213	520-001-25-00-0013-00	20,387	Single Family Lot
214	520-001-25-00-0014-00	16,533	Single Family Lot
215	520-001-25-00-0015-00	16,752	Single Family Lot
216	520-001-25-00-0016-00	21,319	Single Family Lot
217	520-001-25-00-0017-00	31,457	Single Family Lot
218	520-001-25-00-0018-00	26,472	Single Family Lot
219	520-001-25-00-0019-00	14,671	Single Family Lot

RULES AND REGULATIONS OF

FOX CHASE HOMEOWNERS' ASSOCIATION

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions for the property known as the Fox Chase Plan, (hereinafter sometimes referred to as the "Property"). All present and future owners, mortgagees, lessees and occupants of the Lots and any dwelling units (hereinafter sometimes referred to as the "Units") and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these Rules and all amendments thereof.

A. GENERAL RULES AND REGULATIONS

1. The Common Property, Lots and any Dwelling Units constructed thereon shall be used only for the purposes set forth in the Declaration and By-Laws.
2. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Property intended for the use of the Unit Owners, and such areas shall not be obstructed.
3. All personal property shall be stored inside the Units.
4. All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.
5. Water and any other utilities which are not separately metered shall not be used in unnecessary or unreasonable quantities and the Unit Owner causing such unnecessary or unreasonable use shall be liable for the cost of the amount used.
6. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.
7. Damage to any portion of the Common Property caused by the Unit Owner or by guests, invitees, visitors or licensees of the Unit Owner, shall be repaired at the expense of the responsible Unit Owner.

8. No Unit Owner shall make or permit his family, visitors or licensees to make, any noise or activity that will interfere with the rights, comfort or convenience of other Unit Owners.

9. No radio or television antenna shall be erected or installed on the exterior walls or roof of a Unit or on the Common Property without the written permission of the Board of Directors. Provided however, that an satellite dish, having a diameter of less than 18" may be erected on a Unit at a location approved by the Board of Directors.

10. These Rules and Regulations are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and By-Laws and may be enforced in accordance with those documents.

11. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING

1. No occupant of any Unit shall park any commercial vehicle, trailer, camper, recreational vehicle or boat in any area of the Property or abandon any automobile or other vehicle in any parking area or other part of the Common Property.

2. Residents of Units shall park only in their driveway or garage. Every vehicle placed in any driveway must contain a current registration and inspection sticker and must be capable of being immediately driven.

3. Traffic regulations adopted by Board shall be strictly obeyed by the Unit Owner, his agents, servants and employees, as well as by Members of his family and his, guests, visitors, licensees and invitees.

Adopted this 20 day of March, 2006.

ATTEST:

Laura E. Mulhern

FOX CHASE HOMEOWNERS' ASSOCIATION

By: Woodrow Walsch

Name: WOODROW WALSH

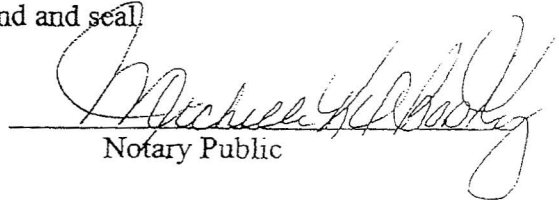
Title: PRESIDENT PARTNER

COUNTY OF ALLEGHENY)
)
COMMONWEALTH OF PENNSYLVANIA)

AFFIDAVIT

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Wooan Welsh, President of the Fox Chase Homeowners' Association, who, being duly sworn, states that he executed the foregoing instrument for the purposes contained therein by signing his name as President.

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


Notary Public

My Commission Expires:

