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DECLARATION
OF COVENANTS. CONDITIONS AND RESTRICTIONS

for

RYAN HOMES, INC.
(Glencannon)

RECORDED
Oct 23 3 38 PM '70
RECORDER
WASHINGTON CO., PA.

Pennsylvania }
Washington Co. } S. S.

Recorded in the office for Recording Deeds & c in and
for said county in Deed Book 1326 Page 877
Given under my hand and seal of the said office this
23rd day of October A.D. 1970

Edward W. Eckel Recorder

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by RYAN HOMES, INC., hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in North Strabane Township, County of Washington, State of Pennsylvania, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Definitions	2
Section 1 - Association	2
Section 2 - Owner	2
Section 3 - Lot	2
Section 4 - Properties	2
Section 5 - Common Area	3
Section 6 - Recorded	3
Section 7 - Living Unit	3
Section 8 - Multifamily Structure	3
Section 9 - Declarant	3
Section 10 - Townhouse	3
Section 11 - Board of Directors	3
ARTICLE II - Property Rights	4
Section 1 - Owners' Easements of Enjoyment	4
Section 2 - Delegation of Use	5
Section 3 - Title to Common Areas	6
ARTICLE III - Membership and Voting Rights	6
Section 1 - Membership	6
Section 2 - Voting Rights	6
ARTICLE IV - Covenant For Maintenance Assessments	7
Section 1 - Creation of the Lien and Personal Obligation of Assessments	7 8
Section 2 - Purpose of Assessments	8
Section 3 - Maximum Annual Assessments	8
Section 4 - Special Assessments for Capital Improvements	10 10
Section 5 - Notice and Quorum for Any Action Authorized Under Sections 3 and 4	10 11
Section 6 - Uniform Rate of Assessment	11
Section 7 - Date of Commencement of Annual Assessments: Due Dates	11 11
Section 8 - Effect of Nonpayment of Assessments: Remedies of the Association	12 12
Section 9 - Subordination of the Lien to Mortgages	12 12
Section 10 - Exempt Property	12

	<u>Page</u>
ARTICLE V - Architectural Control	13
ARTICLE VI - Maintenance	14
Section 1 - Common Areas	14
Section 2 - Individual Lots	14
ARTICLE VII - Party Walls	15
Section 1 - General Rules of Law to Apply	15
Section 2 - Sharing of Repair and Maintenance	15
Section 3 - Destruction by Fire or Other Casualty	15
Section 4 - Weatherproofing	16
Section 5 - Right to Contribution Runs With Land	16
Section 6 - Arbitration	16
ARTICLE VIII - Use Restrictions	17
ARTICLE IX - Staged Developments	20
ARTICLE X - General Provisions	21
Section 1 - Enforcement	21
Section 2 - Severability	22
Section 3 - Amendment	22
Section 4 - Annexation	22
Section 5 - Federal Housing Administration Approval	22

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Glencannon Homes Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association, by annexation of the Developer or by vote of the Owners as provided hereinafter and/or in the By-Laws of the Association or any amendments thereto.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

The Common Area to be owned by the Association at the time of conveyance of the first lot shall be bounded and described as set forth in Exhibit "B", attached hereto and made a part hereof.

Section 6. "Recorded" shall mean duly recorded in the office of the Recorder of Deeds, Washington County, Pennsylvania, unless otherwise clearly indicated.

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.

Section 9. "Declarant" shall mean and refer to Ryan Homes, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 10. "Townhouse" shall mean and refer to a single family dwelling unit built on its own Lot as part of a larger structure, and connected to another Living Unit by a common roof and party wall.

Section 11. "Board of Directors" shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an 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 its published rules and regulations; assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its By-Laws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the Owner's rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and if necessary to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the Owners hereunder shall be fully restored; provided that, under no circumstances shall the rights of individual lot owners of ingress and egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. An Owner of a Multifamily Structure must delegate to the tenants of each Living Unit thereof

his right of enjoyment to the Common Area and facilities and if the Owner occupies a Living Unit thereof, he shall retain such rights of enjoyment also.

Section 3. Title To Common Areas. Declarant shall have the right to reserve for the purpose of development all or any portion of the Properties for rights-of-way for utilities together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with Owner's easement of enjoyment.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned except that upon the completion of a Multifamily Structure on any Lot and the occupancy of any Living Unit therein, Owner shall be entitled to one

vote for each Living Unit on such Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote or votes for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit, as the case may be.

Class B. The Class B Member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned except that upon the completion of a Multi-family Structure on any Lot and the occupancy of any Living Unit therein, Declarant shall be entitled to one vote for each living unit on such Lot. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on September 1, 1985.

ARTICLE IV

Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual

assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them by written agreement.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessments. Commencing upon acceptance by the applicable municipal and governmental bodies of all improvements constructed in connection with the development of the Properties and continuing until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED FORTY FOUR and 00/100 DOLLARS (\$144.00) or TWELVE and 00/100 (\$12.00) per month for all living units

of whatever kind constructed upon any Lot and occupied; provided that in the case of Lots having erected thereupon Multifamily Structures the full assessment for each Living Unit shall commence on the first day of the month after each Unit in the Multifamily Structure is first occupied. In the case of vacant Lots or Lots upon which construction has not been completed or structures occupied as provided above, the maximum annual assessment shall be FOURTEEN and 44/100 (\$14.44) (being one-tenth (1/10) of the maximum annual assessment as set forth above.)

(a) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, by vote of the Board of Directors, the maximum annual assessments may be increased each year above the maximum assessments for the previous year by not more than the percentage of increase in the cost of living as established in the Consumer Price Index as reported by the Department of Commerce.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased above the percentage of increase in the cost of living as established in the Consumer Price Index aforesaid, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximums hereinbefore set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Article IV, Section 5 herein.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called, in accordance with the By-Laws of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be

called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed on each Lot at a uniform rate, except as provided in Article VI, Section 2 herein, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed

by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties

dedicated to, and accepted by, a local public authority and all properties owned by the Association or by a charitable

or nonprofit organization exempt from taxation by the laws of the State of Pennsylvania and all properties shown as Commercial on the general plan approved by the Federal Housing Administration shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by anyone other than Declarant, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control and Maintenance Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article

will be deemed to have been fully complied with. Nothing in this paragraph shall be construed to permit any review of architectural and building decisions made by the Developer with respect to any Lot or Living Unit before its initial sale.

ARTICLE VI

Maintenance

Section 1. Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon.

Section 2. Individual Lots. Except as otherwise expressly provided herein, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situate thereon.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situate thereon in a manner satisfactory to the Board, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and/or restore the Lot, the premises and any improvements erected thereon. Such right of entry and repair shall be exercisable only upon thirty (30) days

written notice given to the owner thereof, unless, in the discretion of the Board, a genuine emergency necessitates a shorter period of time. The costs of any such repairs, maintenance and/or restoration shall be added to and become part of the assessment to which such Lot and Lot Owner is subject:

ARTICLE VII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence 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.

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 without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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 whole 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 successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article such disputes shall be referred to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, and shall be binding upon the parties. Judgment upon the award of the arbitrators may be maintained in any court of law with jurisdiction thereupon.

ARTICLE VIII

Use Restrictions

The following shall be restrictions on the use of the Properties which shall run with and bind the land.

(a) None of the Lots shall be used for any purpose other than for residential uses. No structure shall be erected or maintained on any Lot other than for residential purposes, provided that garages or carports appurtenant to said residential structures shall not be considered in violation of this provision.

(b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereof which may become an annoyance or nuisance to the neighbors.

(c) No trailer, tent or shed shall be placed on any Lot; no basement, garage or any structure other than the building for which plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No structure in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(d) No trailer, tent or shed shall be stored on any Lot nearer to the road upon which said Lot

fronts than the main front wall of the structure erected thereon.

(e) The ground floor area of any single family dwelling erected on any Lot exclusive of one-story porches and garages, shall be not less than 750 square feet in the case of a one-story structure, nor less than 450 square feet in the case of a 1-1/2, 2 or 2-1/2 story structure.

(f) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the Lot or Living Unit for sale or rent, or signs used by Declarant to advertise the property during the construction and sales period.

(g) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept

provided that they are not kept, bred, or maintained for any commercial purpose.

(i) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(j) Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as may be shown on any 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, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(k) No fence shall be erected on any Lot or along the lines thereof, nearer to the road upon which said Lot fronts than the main front wall of the building

erected thereon, and no fence shall be built to a height greater than six (6) feet.

(1) All Common Areas shall be limited in use to and for and only for parks and recreational purposes and such other purposes authorized by the Association or its Board of Directors, subject to the provisions of this Declaration, to the Articles of Incorporation or By-Laws of the Association, and to such rules and regulations as the Association or its Board of Directors may impose from time to time.

ARTICLE IX

Staged Developments

Additional land within the area outlined in red on the map attached hereto as Exhibit "C" and made a part hereof and entitled Glencannon Preliminary Development Plan, dated June, 1969, may be annexed by the Declarant, its successors and assigns, without the consent of members within fifteen (15) years of the date of this instrument provided that the Federal Housing Administration determines that the annexation is substantially in accord with the general plan heretofore approved by it. Annexation of portions of any phase as shown on the general plan may be made, subject to the approval of the Federal Housing Administration. Said general plan shall

not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown thereon. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the Covenants, Conditions and Restrictions of this Declaration to such property. Upon the filing of any Supplementary Declaration and the recordation of a plan of such addition, Owners of Lots situated on the annexed properties shall be immediately entitled to the number of votes as determined for Owners within the initial Properties subject to this Declaration.

ARTICLE X

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

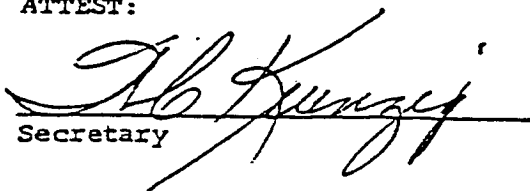
Section 4. Annexation. Additional residential property and Common Area other than that referred to in ARTICLE IX may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Federal Housing Administration Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of Common Area not in conformity

to the overall staging, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 23rd day of October, 19 .

ATTEST:


Secretary

RYAN HOMES, INC.

By 
President