

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

SPRING RUN, A PLANNED COMMUNITY

THIS DECLARATION, made this 31st day of May, 2017, by OAK HOLLOW, LLC, hereinafter referred to as "Declarant".

Recitals

WHEREAS, Declarant is the Owner of certain property in South Union Township, Fayette County, Pennsylvania, commonly known as "Spring Run", and more particularly described as follows:

ALL those two certain tracts of land situate in South Union Township, Fayette County, Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING at a stake at corner of lands now or formerly of Mary Frances Brownfield and Gray heirs; thence by land of said Gray heirs South 44 degrees East 166.54 feet to a point in said Gray line; thence by lands now or formerly of W. Clyde Bryson South 11 degrees 40 minutes West 880.77 feet to a post; thence by same North 82 degrees 123 minutes West 258.48 feet to a point; thence South 14 degrees 30 minutes West 1650.00 feet to a point; thence still by same North 82 degrees 13 minutes West 516.5 feet to a point in line of lands of said Mary Frances Brownfield; thence by said land of Mary Frances Brownfield North 14 degrees 30 minutes East 2319.82 feet to a post; thence by same North 49 degrees 52 minutes East 13.09 feet to a post; thence by the same North 19 degrees 15 minutes East 38 feet to a post; thence by same South 78 degrees 29 minutes East 150.5 feet to a post; thence by same North 21 degrees 7 minutes East 297.29 feet to a post; thence by same South 79 degrees 30 minutes East 378.79 feet to the place of beginning, containing thirty-five (35) acres of land as per survey made by H. B. Gans on August 20, 1940.

TOGETHER with a right-of-way twenty (20) feet in width extending from the Eastern side of the tract of land herein conveyed, in an Easterly direction to the West side of the National Pike over and through the remaining portion of said larger tract of land, and together with the right to the grantees, their heirs and assigns, to use said right-of-way in common with W. Clyde Bryson, his heirs or assigns, owning said remaining part of the said larger tract of land, as a foot-passageway and for any and all kinds of vehicular traffic, and together with the right to the said Grantees, their heirs and assigns, to use said right-of-way for the purpose of constructing, maintaining and operating thereon water, gas, electric, power and telephone lines. The said right-of-way is now marked upon the ground by a roadway improved with a red top, the center line of said right-of-way being as follows:



LPI Certification Date 7/25/2017

34-12-0132 *AS*

BEGINNING at a point on the East side of the tract of land herein conveyed, which said point of beginning is South 14 degrees 30 minutes West 350 feet from the point where said line is intersected at its North end by the Western line of the third line in the description of the land herein conveyed, running North 82 degrees 13 minutes West 258.48 feet, and extending thence from said place of beginning through the lands of W. Clyde Bryson South 82 degrees East 365 feet to a point; thence still through the lands of the said W. Clyde Bryson North 81 degrees East 1010 feet to a point; thence still through said lands North 64 degrees 7½ minutes East 395 feet to a point in the Western side of the National Pike, which said place of ending is South 29 degrees 7½ minutes East 10 feet from the point where the lands of the said W. Clyde Bryson corner with the lands owned by said Gray heirs.

EXCEPTING AND RESERVING, also, thereout and therefrom, that certain tract of land containing 5.670 acres as more completely described in deed of John J. Giannopoulos, et ux, to Ray D. Kremer, et ux, dated August 4, 1949, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book Volume 682, page 221.

EXCEPTING AND RESERVING, also, thereout and therefrom, all the coal in and underlying said tract of land hereby conveyed, together with such mining rights and privileges, all surface rights and privileges and all rights-of-way for water lines, power line and any and all other rights and privileges theretofore conveyed or granted by deeds or other instruments of record; also excepting and reserving that certain right-of-way for a water line over the premise herein conveyed, which said right-of-way was heretofore granted by the said W. Clyde Bryson to Mary Frances Brownfield by agreement dated January , 1940.

TOGETHER with the right to the said grantee, his heirs and assigns, to use in common with the said W. Clyde Bryson, his heirs and assigns, that certain private road beginning at a point known as the "Turntable" on the remaining portion of the said larger tract of land, and extending thence from said "Turntable" and from said right-of-way hereinbefore mentioned in a Southerly direction substantially parallel with the Eastern boundary line of the tract of land herein conveyed and then running Westward until it reaches the Hopwood public road and with the understanding that the said W. Clyde Bryson, his heirs and assigns, may at any time abandon the use of said private road and use the land traversed by the same for such other purposes as he or they may desire, and the right herein granted to the said grantee, her heirs and assigns, to use said private road is limited to the period of time during which said private road is maintained and used as such by the said W. Clyde Bryson, his heirs and assigns.

TOGETHER with the right to the said grantee, his heirs and assigns, to maintain, operate and use gas, electric, power and telephone lines now extending across the remaining portion of said larger tract of land and owned by the said W. Clyde Bryson, his heirs or assigns, the same to be maintained by said grantee in its present location.

TRACT NO. 2: BEGINNING at a stake, the corner of land now or formerly of Mary Frances Brownfield and Gray heirs; thence South 44 degrees East 166.54 feet to a point in said Gray line; thence by lands now or formerly of W. Clyde Bryson, South 11 degrees 40 minutes West 880.77 feet to a post; thence by same, North 82 degrees 13 minutes 258.45 feet to a point; thence North 11 degrees 40 minutes 989.30 feet to a point in line of land now or formerly of Mary Frances Brownfield; thence by same South 79 degrees 30 minutes East a distance of 120.325 feet to the place of beginning, containing 5.670 acres.

TOGETHER with the right to the grantee, his heir and assigns, to use a right-of-way twenty (20) feet in width extending from the Eastern side of other lands now or formerly of grantor in an Easterly direction to the Western side of the National Pike over and through a tract of land now or formerly of W. Clyde Bryson, as a foot-passageway and for any and all kinds of vehicular traffic, and together with the right to the said grantees, their heirs and assigns, to use said right-of-way for the purposes of constructing, maintaining and operating thereon water, gas, electric, power and telephone lines. Said right-of-way is now marked upon the ground by a roadway improved with a red top.

TOGETHER also with a right-of-way fifteen (15) feet in width extending from the right-of-way hereinabove described along the Eastern boundary line of other lands now or formerly of the grantor in a direction North 14 degrees 30 minutes East for a distance sufficient to provide ingress and egress to the tract of land herein conveyed from said first above described right-of-way.

TOGETHER with the right to the grantee, his heirs and assigns, to use said fifteen (15) foot right-of-way for the same purpose and uses as hereinabove granted with respect to the said twenty (20) foot right-of-way.

THIS CONVEYANCE is made under and subject to all exceptions, reservations, rights-of-way, and other rights or privileges heretofore granted by deeds or other instruments of record.

BEING the same premises conveyed to Oak Hollow, LLC, by deed of Wayne F. Long and Betty A. Long, his wife, dated August 24, 2015, and recorded in the Office of the Recorder of Deeds, Fayette County, Pennsylvania, at Record Book Volume 3286, page 1191.

Tax Map Parcel ID 34-12-0132

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above 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 that 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 of the Properties, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of the property.

ARTICLE I. DEFINITIONS

1.01 "Association" shall mean and refer to Spring Run Homeowner's Association, its successors and assigns.

1.02 "Bylaws" means the document having that name and providing for the governance of the Association pursuant to Section 3306 of the Act, as such document may be amended from time to time.

1.03 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas are identified in the subdivision plan recorded in the Office of the Recorder of Deeds, Fayette County, Pennsylvania.

1.04 "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association for the benefit of Lot Owners, together with any allocation to reserve.

1.05 "Declarant" shall mean and refer to Oak Hollow, LLC, its successors and assigns if its successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

1.07 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the Properties with the exception of the Common Area.

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

1.09 "Properties" shall mean and refer to that certain real property described above, and all additions to the property that may be brought within the jurisdiction of the Association.

1.10 "Rules and Regulations" means the rules and regulations as adopted and amended from time to time by the executive board pursuant to the Act, the Declaration, or the Bylaws.

ARTICLE II. PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every lot subject to the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the purposes and subject to the conditions that may be agreed to by the members. No dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to the dedication or transfer has been recorded.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Association Membership is Mandatory

3.01 Every Owner of a Lot that 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 that is subject to assessment.

Classes of Membership

3.02 The Association shall have two classes of voting membership:

Class A

(1) Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for the 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.

Class B

(2) Class B member shall be the Declarant who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when any of the following occurs:

(a) Total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(b) 180 days after 75 percent of the lots have been conveyed to Owners other than Declarant. All members of the executive board who have been appointed by Declarant shall resign, and the Lot Owners, including Declarant to the extent of lots owned by Declarant, shall elect a new executive board.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of Lien and Personal Obligation of Assessments

4.01 The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed for the Lot, whether or not it is expressed in the deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; and (2) special assessments for capital improvements, these assessments to be established and collected as provided in this Article. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of the property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas upon the Properties.

Annual Assessment

4.03 For calendar year 2017, the Annual Assessment shall be \$50.00 per lot.

(1) From the first day of the fiscal year established by the Association, the Association shall determine the Annual Assessment for the fiscal year. The Annual Assessment may be increased from time to time, as the Association deems appropriate to cover all necessary costs and expenses. The Board of Directors may fix the Annual Assessment at an amount necessary to cover those expenses.

(2) Until the executive board adopts a budget and makes an annual assessment for general common expenses and for limited common expenses or special assessment based thereon, Declarant shall pay all expenses of the Association. The executive board may adopt a budget for each fiscal year of the year in which this Declaration is recorded, or later if the initial budget is not then adopted by the executive board, and for each such fiscal year thereafter at the beginning of the fiscal year. Each Owner shall pay an annual assessment as to common expenses levied by the Association in accordance with the Bylaws which shall be due and payable the first day of the fiscal year set by the Association, or in such other period payments as the executive board may designate.

(3) If the estimated cash requirement set forth in any budget shall prove to be insufficient to cover costs and expenses (including adequate reserves therefore) for any reason (including, without limitation, any Owner's nonpayment of his/her assessment), the executive board shall have the full power as permitted by law, at any time (and from time to time), as it deems necessary and proper to levy one or more special assessments against each Owner in accordance with the Owner's Lot ownership interest.

(4) All monies collected hereunder as annual assessments or special assessments shall be used for the purposes designated herein.

Notice in Quorum for any Action Authorized Under Paragraph 4.03

4.04 Any action authorized under paragraph 4.03 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast 60 percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty days following the preceding meeting.

Uniform Rate of Assessment

4.05 Both annual and special assessments must be fixed at a uniform rate for all lots and collected on an annual basis.

Date of Commencement of Annual Assessments

Due Dates

4.06 The annual assessments called for in this Article shall commence as to all lots on the first day of the month of the fiscal year, as determined by the Association. 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 days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to the assessment. The due dates shall be established by the Board of Directors. The Association shall, on 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.

Effect of Nonpayment of Assessments: Remedies of Association

4.07 Any assessment not paid within thirty days after the due date shall bear interest from the due date at a rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for in this Article by abandonment of his or her lot.

Subordination of Lien to Mortgages

4.08 The lien of the assessments provided for in this Article shall be subordinate to the lien of any 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 of foreclosure, shall extinguish the lien of the assessments as the payments that became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments subsequently becoming due or from any resulting assessment lien.

ARTICLE V. ARCHITECTURAL CONTROL AND

CONSTRUCTION STANDARDS APPLICABLE TO ALL UNITS

5.01 No Unit may contain more than one (1) Dwelling. However, patio homes may be approved by Declarant.

5.02 No improvement may be made to any Unit which is not a Dwelling or an appurtenance to a residential Dwelling which is of residential character.

5.03 All Dwellings shall be of traditional residential character and appearance common to similar Dwellings in similar residential neighborhoods. The Association is vested with exclusive authority to determine what constitutes traditional residential character. The Association shall consider in making such determinations the character and aesthetics of the Subdivision and the impact of proposed Dwellings on the neighborhood, community and other Units. The following are not of traditional residential character and may not be constructed in the Subdivision: (a) barn homes; (b) dome or geodesic structures; (c) foam houses; (d) other non-traditional styles and varieties of homes which are not common in residential Planned Communities in Fayette County, Pennsylvania.

5.04 All Dwellings shall be: (a) stick-built on site and finished on site;. Mobile homes, trailers, campers and other vehicles which are issued titles by any state agency are not approved Dwellings.

5.05 All Dwellings shall face the front of the Lot.

5.06 No Dwelling shall be located nearer to the perimeter of the established setback lines set forth below absent a prior written variance from the Association.

5.07 Subject to Section 5.11, no permanent improvement shall be made within any easement reserved on the Lot plans recorded, except for driveways, sidewalks, fences, utility installations and other improvements approved by the Association. For the purpose of this provision, an improvement is "permanent" if the surface of the soil is disturbed in its construction.

5.08 Each Lot shall be subject to the following set-back requirements as to Dwellings:

- (a) Thirty feet as measured along the front of each Lot and any boundaries of the Lot which are also a common boundary of a Common Element road;
- (b) Thirty feet as measured along the rear of each Lot which is not also a common boundary with a Common Element road;
- (c) Fifteen feet as measured along the side of each Lot which is not a common boundary with a Common Element road.
- (d) No permanent improvement shall be made with any set back except for driveways, sidewalks, fences, utility installations and other improvements approved by the Association. For the purpose of this provision, an improvement is "permanent" if the surface of the soil is disturbed in its construction.

5.09 Exterior Surface Requirement for All Dwellings on All Units.

- (a) The exterior wall surfaces of all Dwellings between the roof and lowest point of the lowest floor above grade shall be at least 25% Masonry Materials. The rest may be wood, or attractive synthetic siding such as Hardy Plank™, Polymeric, or vinyl siding.
- (b) All exterior wall or foundation surfaces of all Dwellings below the lowest point of the lowest floor above grade shall be finished with Masonry Materials to grade. Notwithstanding the foregoing.
- (c) No concrete walls or cinder block shall be exposed to view at any point on any Dwelling.
- (d) The exterior of all structures and improvements constructed or placed on any Unit shall have the appearance of new material.

5.10 Utility Installations to Dwellings.

- (a) All utility services lines, pipes, ways, wires, pipes and systems installed on a Unit to provide service to the Dwelling thereon, shall be installed below grade with only meters and connection boxes required by the utility provider exposed to view.
- (b) No outside toilet shall be permitted on any Unit except during construction and during construction the same shall not be situated within twenty (20) feet of any Common Element or adjoining Lot boundary.
- (c) All Units shall be serviced by public utilities. No Unit shall contain as a permanent utility component or source, any: (i) water well; or (ii) propane and other fuel storage tank or container.

5.11 Driveways, Garages, Sidewalks and Curbs.

- (a) Each unit shall have sufficient off-street parking to service the Dwelling.
- (b) All Dwellings shall include an attached or integral garage fulfilling the garage capacity requires set forth below.
- (c) No detached garages or carports are permitted.

(d) All driveways and sidewalks shall be constructed of concrete, asphalt, or paved with brick, stone or pavers. Non-fitted stone or gravel driveways and sidewalks are not permitted.

(e) Weather permitting, driveways and sidewalks shall be completed within eight (8) months of commencement of construction.

(f) Common, joint or shared driveways ("Joint Driveways") servicing multiple Dwellings are not permitted unless approved by the Association. The Association shall require, as a condition precedent to approval of any Joint Driveway, a recorded indemnity, insurance and hold-harmless agreement between the owners of the Dwellings benefited by the Joint Driveway.

5.12 Construction Process Requirements.

(a) All areas of a Dwelling exposed by construction must be seeded, stabilized or otherwise protected against soil erosion at all times and in accordance with the rules and regulations of the Pennsylvania Department of Environmental Protection, or its successor. Weather permitting, the Dwelling shall be returned to grade and all landscaping shall be completed within thirty (30) days of the completion of construction, or before occupancy of the Dwelling, whichever date is sooner.

(b) During construction, all boundary lines must be aggressively protected by ditching, bales of straw, silt fence or other acceptable means to prevent silt, dirt or mud from washing onto adjoining Lots, Common Elements, or Aquatic Resources. Any areas where the natural vegetation has been removed must be seeded and strawed immediately to prevent erosion of the soil.

(c) All construction sites on Dwellings must, at the conclusion of construction each day, be kept neat, clean and free to any scattered debris or trash. All construction materials shall, to the extent reasonably possible, be stored in a reasonably neat manner and kept under tarps or covers.

(d) Storm water from each Lot shall be, to the extent reasonably possible, retained and distributed on each individual Lot and not discharged in concentrated flows into the streets, Common Elements, Aquatic Resources or other Dwellings except in compliance with Declarant's storm water designs for the Subdivision.

5.13 Landscaping.

(a) All Units shall be landscaped not later than six (6) months after completion of construction of the Dwelling, or six (6) months after the Dwelling is occupied, whichever shall occur first.

5.14 General.

(a) No deck shall be constructed on the front of any Dwelling and no deck may be constructed more than two (2) stories above ground.

(b) Each Unit Owner shall either keep receptacles for garbage and recycling bins inside the Dwelling.

(c) Exterior wood stoves and wood burning appliances and/or devices are not permitted on the exterior of any Dwelling. All such exterior devices are subject to reasonable regulation by the Association so as to prevent creation of an unreasonable nuisance

(d) The following are not permitted on any Unit: greenhouses, carports, dog houses, above-ground swimming pools, and clothes lines. Hot tubs and Jacuzzis are only permitted if situate on a deck or patio and then only if no nearer the front of the Unit than the rear of the Dwelling and are not visible from a road(s) within the Subdivision.

(e) Children's playground equipment, sliding boards, swing sets, playhouses and all similar improvements, as well as gardens, tree houses, in-ground swimming pools and ponds; (a) shall not be situated within setbacks without prior consent of the Association; (b) shall be located no nearer to any street than the front of the Dwelling situate on the Lot; and (c) may be reasonably regulated by the Association as to all matters including, but not limited to, location, color, size, height, appearance, density and materials. The Association may, in granting such approvals, reasonably limit the number and size of such improvements on any Unit and the proximity and density of such improvements over multiple Units.

(f) After completion of construction, burning of trash, debris, rubbish, trees, yard waste and all other materials is prohibited in the Subdivision except for burning of wood in approved fireplaces.

(g) Detached storage sheds with walls and a roof are permitted on any Lot with the size being no larger than twelve feet by twelve feet (12' x 12').

(h) Retaining walls shall be constructed of brick, Versa-Lock block or similar suitable and attractive material approved by the Association. The color and style of block or brick utilized in any retaining wall shall match the Dwelling situate on the Unit. No cinder block may be exposed in any location of a Lot.

5.15 Dwelling Specific Construction Standards.

(a) Only Detached Dwellings may be constructed within the Subdivision.

(b) No dwelling may be constructed on any Unit which is of substantially identically exterior appearance and exterior architectural design to a Dwelling constructed on any adjoining Unit which faces the same street. If the same Dwelling is constructed side-by-side on any street, the latter Dwelling shall contain modifications in the form of eaves, gables, bay windows, dormers, or other frontal components sufficient that both Dwellings will not appear to be identical.

(c) No Dwelling may be constructed more than two (2) stories above the Main Floor.

(d) No Dwelling or residence structure shall be erected or placed on any lot in the plan unless ground floor square foot area shall conform to the following structure:

(1) Not less than 1,600 square feet, exclusive of garage and porches, for a one-story structure.

(2) Not less than 1,200 square feet, exclusive of garage and porches, for a one and one-half story structure.

(3) Not less than 1,000 square feet, exclusive of garage and porches, for a two-story structure.

(4) Not less than 1,500 square feet above the basement and garage for a split-level or tri-level dwelling, exclusive of porch.

(5) Not less than 1,400 square feet, exclusive of garage and porches, for a split-entry structure.

(e) All Dwellings within the Subdivision shall include an integral garage in which two (2) passenger cars may be parked side by side.

(f) Fences may be constructed upon a Unit subject to the following limitations: (i) Metal wrought iron fences are permitted but other varieties of metal fences such as hurricane, chicken-wire chain link and hardware cloth fences are not permitted; (ii) Wood fences are not permitted; (iii) No portion of any fence may be constructed more than six (6) feet in height from grade; (iv) Fences must be located on the rear of the Dwelling and no fence may be wider than the Dwelling thereon; and (v) No fence may be wider than the Dwelling boundary lines; (vi) No fence may deny the Association or any other beneficiary of an easement access to same.

ARTICLE VI

VARIANCES

6.01 The Association is expressly authorized to grant reasonable variances from the Construction Standard as may be necessary to fulfill the Stated Purpose of the Construction Standards or otherwise overcome practical difficulties and prevent unnecessary hardship resulting from strict application of, or adherence to, the Construction Standards. A variance shall be warranted if: (a) consistent with the Stated Purpose of the Construction Standards; or (b) the variance permits a minor variation from the Construction Standards which is harmonious and generally consistent with the Subdivision when viewed in its entirety; or (c) the following balancing test is satisfied. The balancing test for variances shall be the benefit which is the purpose of the Construction Standard at issue and the degrees to which an otherwise unpermitted improvement affects such benefit to the Association and other Lot Owners, balanced against the hardship resulting from denial of a variance. No Lot Owner is vested with an express beneficial right to strict enforcement of the Construction Standards and all Lot Owners, by acceptance of a deed conveying a Lot, acknowledge, covenant and agree that the Association may grant setback variances of up to fifty (50%) percent.

6.02 All variances shall be reduced to writing in recordable form and acknowledged by the Association. The Lot Owner requesting the variance shall bear the cost of preparing and recording the variance, including the costs of surveys and amendments to the Declaration as may be required by this Declaration, the Act, or otherwise necessary.

6.03 Notwithstanding any provision herein to the contrary, the Association may not grant any variance permitting construction of any (a) Detached Dwelling containing less than One Thousand Six Hundred (1,600) square feet of Finished Living Area.

ARTICLE VII

UNIT SUBDIVISION, UNIT CONSOLIDATION AND BOUNDARY ADJUSTMENTS

7.01 No Lots may be subdivided without written consent of the Association.

7.02 Two or more contiguous Lots may be consolidated into a single Unit if: (a) both Lots have unanimity of ownership; (b) consent to by all Owners of the Lots; (c) consented to by the Association; and (d) the Lot Owners requesting consolidation bear all costs, including the cost of relocating any utilities and/or draining systems situate within easements along the common boundary between the Lots. In the event of consolidation, only one (1) Dwelling is permitted on the consolidated Lot and all setback lines and easements along the contiguous sides of the consolidated Lots shall be null and void so as to permit one (1) Dwelling and attached appurtenances to be constructed across Lot boundary line. Provided, however, all exterior setback lines and easements shall remain in full effect and be fully enforced. Further, the allocated undivided interest in the Common Elements, the Common Expense Liability apportion to said Lot, and the Association voting rights allocated to such Lot as consolidated shall be on a Lot basis with the consolidated Lots being one single Lot.

7.03 The Association shall acknowledge and record an amendment to this Declaration of a variance for the purpose of affecting a subdivision, boundary adjustment or consolidation under this Article, and the affected Lot Owner shall bear the cost of preparing and recording the same, including the costs of surveys and attorney fees as may be required by this Declaration, the Act, or otherwise necessary.

ARTICLE VIII

UNIT AND COMMON ELEMENT USE AND OCCUPANCY RESTRICTIONS ("USE COVENANTS")

The following covenants, restrictions, limitations, regulations and agreements known as "Use Covenants" are hereby imposed upon all Lots and Common Elements for the benefit of the Association and all Lot Owners.

8.01 Lots may only be utilized for residential purposes and no Dwelling may be occupied until the Dwelling is completed.

8.02 No Lot may be utilized for any activity which violates any local, state or federal law or regulation.

8.03 No Lot may be utilized for any activity which: (a) tends to cause an unclean, unhealthy or unsafe condition to exist outside of the Dwelling; (b) emits a foul or obnoxious odor or any fumes, dust, smoke, or pollution, except for and excluding fireplaces approved by the Association; (c) which creates any unreasonable levels of noise, unreasonable risk of fire or explosion, or other conditions such as music or noise which are a public or private nuisance; (d) unreasonably increases the Association's cost of insurance or the cost of insurance to the owners of the other Lots; or (e) produces or is accompanied by unreasonable litter, disorder, or any public or private nuisance.

8.04 No Lot nor any portion of the Subdivision shall be used for, or allowed to be the site of any noxious, offensive or illegal activities, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or any Dwelling therein or the owners thereof.

8.05 All Lots shall at all times be aggressively maintained in an attractive manner consistent with the Governing Documents. All lawn must be well maintained (mowed and trimmed) in an attractive condition commensurate with the Association's standards at all times. Any portion of the Common Elements situate between the paved surface of the road and Dwelling must be at all times maintained and mowed by the owner of the Lot.

8.06 Except as may be necessary for postal purposes, there shall be no parking on the streets or other Common Elements of the Subdivision. Except as may be necessary for delivery, maintenance and construction purposes, there shall be no commercial vehicles, recreational vehicles, trailers (including, but not limited to, car and storage trailers), snowmobiles, jet skis, campers, motor homes, boats or boat trailers parked in or on any Lot. Commercial vehicles shall be any vehicles which are (a) not manufactured and marketed for consumer use in the transportation of one (1) to six (6) passengers or (b) over two (2) tons gross weight.

8.07 There shall be a posted speed limit of 15 M.P.H. throughout the Subdivision and all vehicles, motorized or otherwise, shall at all times adhere to all roadway and traffic regulations promulgated by the Association or posted within the Subdivision by the Association or the Municipality.

8.08 There shall be no burning of trash, leaves, debris or other materials in or on any lot or common Element after initial construction.

8.09 Except for lawn furniture and improvements approved by the Association, there shall be no storage of goods, construction materials, or equipment on any Lot except during construction on the Lot on which such materials are being stored.

8.10 No Lot or Dwelling shall be used for the discharge of any radio, loudspeaker, horn, whistle, bell or other sound device which is audible from any Common Element or Lot except for home and vehicle alarm devices used exclusively for security purposes.

8.11 No Dwelling, Lot or Common Element shall be used for the discharge of firecrackers, fireworks, or firearms.

8.12 Hunting and trapping are expressly prohibited in the Subdivision.

8.13 No animals or livestock of any description, except the usual household pets, shall be kept on any Lot, and those pets that are kept upon any Lot and Dwelling shall not be permitted to run at large or cause damage or injury to other Lot Owners or their property.

8.14 Dog houses are not permitted in the Subdivision. Pets shall never be left unsupervised on the exterior of a Dwelling or allowed to be, or cause, a nuisance.

8.15 Pets are only permitted in or on Common Elements if restrained by a leash and accompanied by the owner of the animal. All Lot Owners shall actively collect and dispose of animal waste deposited in the Common Elements and shall be subject to a reasonable fine for each violation of this provision, which fine shall not be less than \$50.00 per occurrence (in 2017 dollars subject to Consumer Price Index variation in accordance with PA Code). The Association may revoke Common Element animal privileges as a result of any violation of this provision or other Rules and Regulations relating to the Common Elements.

8.16 No Lot shall be utilized for animal breeding and no Lot Owner shall feed stray animals in the Subdivision.

8.17 No commercial signs shall be erected, placed or maintained on any Lot or on any Common Element except with the written permission of the Association, or except as may be required by legal proceedings. Not more than one "For Sale" or "For Rent" sign shall be displayed on any Lot at any time, and all such signs shall be preapproved as to substance, appearance and size by the Association.

8.18 No clothes lines of any type may be erected or placed upon any Lot.

8.19 Except during construction of a Dwelling, no loud power tool may be operated on the exterior of any Dwelling between 7:00 PM and 7:00 AM. Loud power tools include, but are not limited to, the following: lawn mowers, trimmers, shredders, chain saws, jack hammers, snow blowers, circular and other electric or gas powered saws, etc. Provided, however, that snow blowers and snow removal equipment shall be an exception to this requirement when utilized to remove snow from the driveway and sidewalk of a Dwelling.

ARTICLE IX. GENERAL PROVISIONS

Enforcement

9.01 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 contained in this Declaration shall in no event be deemed a waiver of the right to do so in the future.

Severability

9.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions that shall remain in full force and effect.

Amendment

9.03 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 (90)) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Annexation

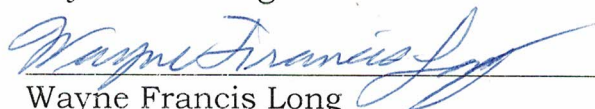
9.04 Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds of each class of members.

IN WITNESS WHERE, the said Oak Hollow, LLC has caused its name(s) to be signed to these presents on the day and year first above written.

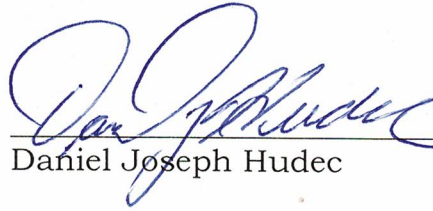
MEMBERS:




Raymond George Carolla

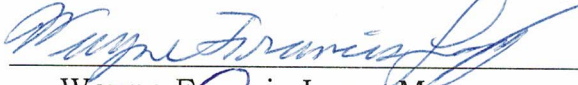


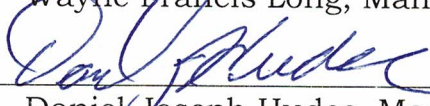
Wayne Francis Long


Daniel Joseph Hudec

COMPANY: OAK HOLLOW LLC

By: 
Raymond George Carolla, Manager


Wayne Francis Long, Manager


Daniel Joseph Hudec, Manager

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF FAYETTE :

201700007960
Filed for Record in
FAYETTE COUNTY, PA
DAVID G. MALOSKY, RECORDER
07-25-2017 At 11:10 am.
DECLAR RC 69.00
OR Book 3346 Page 854 - 873

On this, the 31st day of May, 2017, before me, the undersigned authority, personally appeared Raymond George Carolla, Wayne Frances Long, and Daniel Joseph Hudec, , who acknowledged themselves to be the Mangers and all of the members of Oak Hollow, LLC, and that they as such Managers and Members, being authorized to do so, depose and say that they executed the within document for the purposes therein contained.

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

Nan A Dones

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nan A Dones, Notary Public
City of Uniontown, Fayette County
My commission expires July 23, 2018

201700007960
ATTORNEY ANTHONY DEDOLA
HOLD

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



David G Malosky
DAVID G. MALOSKY
RECORDER OF DEEDS