

Walden Woods Community Service
Association, Inc.



Declaration of Covenants,
Conditions,
and
Restrictions

By-Laws

Policy Resolution

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

**Of Walden Woods Community Services
Association, Inc.**

Located in Allegheny County, Pennsylvania

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Timberglen, a Limited Partnership, hereinafter referred to as “Declarant”;

WITNESSETH

WHEREAS, Declarant is the owner of certain Property on Old Rt. 22 and Logan Road in North Fayette Township, Allegheny County, Pennsylvania, which is more particularly described in Exhibit “A”, which is attached hereto and made a part hereof.

NOW AND 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.

Article 1. Definitions

- Section 1.** “**Association**” shall mean and refer to Walden Woods Community Services 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 and any designation of units shown upon any recorded subdivision map of the Properties with the exception of the Common Area. If a unit designation does not result in an actual corresponding constructed unit, a “**Lot**” shall mean and refer to an area upon or in which a separate Living Unit is constructed except in Multifamily Structures. The term “**Lot**” shall include a condominium Living Unit where such may occur.
- 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 in this Declaration.
- Section 5.** “**Common Area**” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association. 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 “A” attached hereto and made a part hereof.
- Section 6.** “**Recorded**” shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania.
- Section 7.** “**Living Unit**” shall mean and refer to any structure or to any portion of a structure situated upon the Properties, which is designed and intended for use and occupancy as a residence by a single family.

- Section 8.** “**Declarant**” shall mean and refer to Timberglen, a Limited Partnership, 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 9.** “**Occupant**” shall mean and refer to the Occupant of a Living Unit who shall be either the Owner or a lessee who holds a valid lease.
- Section 10.** “**Board of Directors**” shall mean and refer to the Board of Directors of the Association as provided in the By-Laws of the Association.
- Section 11.** “**Members**” shall mean and refer to those Owners and Occupants entitled to membership as set forth in Article III of the Declaration.
- Section 12.** “**Condominium Lots**” shall mean and refer to the “Unit” as that term is defined in Pennsylvania Unit Property Act 68 P.S. Section 700.101 et. seq., when real property located within the Properties is made subject to the provisions of the said Act and to any amendments thereto.
- Section 13.** “**Multifamily Structure**” shall mean and refer to a structure with two or more Living Units under one roof, except where such Living Unit is situated on its own individual Lot as defined herein.
- Section 14.** “**Single Family Attached Home**” shall mean and refer to a townhouse, row house, patio house or zero-lot line house erected on its own Lot as defined herein, unless such Lot is a Condominium Lot.

Article II. Property Rights

Section 1. Owners’ Easement 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 and every member of the Association, shall have a right of enjoyment in the Common Area; 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 a member of any period during which any assessment against his Lot or Living Unit 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 (except Class D), 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 (except Class D) to mortgage said Common Properties. Said mortgage shall be subordinate to the members’ 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 members hereunder shall be fully restored; provided that, under no circumstances shall the rights of the members of ingress, 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. Title to Common Areas.

Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances; provided however, that Declarant shall have the right to reserve for the purpose of development all or any portion of the

Properties for various rights-of-ways 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 the development of the aforesaid Properties. Declarant's rights hereunder shall not unreasonably interfere with the members' easement of enjoyment.

Article III. Membership and Voting Rights

Section 1. Members. Every Owner of a Lot and each occupant of a Living Unit shall be a member of the Association as designated in Section 2 of this Article III. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment or from occupancy of a Living Unit.

Section 2. Membership Classes and Voting Rights.

The Association shall have five classes of voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of Lots upon which is constructed a single family detached home, and shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class B. Class B Members shall be Owners, except Declarant, of Lots upon which is constructed a single family attached home, and shall be entitled to one vote for each such Lot so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies the owned Lot.

Class C. Class C members shall be all Owners, except Declarant, of Condominium Lots and all Owners, except Declarant, of Multifamily Structures containing Living Units not constructed on their own Lots. Class C members shall be entitled to one vote for each Condominium Lot so owned and to one vote for each Living Unit in a Multifamily Structure so owned. Each such Owner shall be entitled to an additional one vote if said Owner occupies a Condominium Lot or a Living Unit in a Multifamily Structure.

Class D. Class D. members shall be all non-Owner occupants, except Declarant, who occupy a Lot or Living Unit, and shall be entitled to one vote for each such occupancy; provided however, that Class D members shall not be permitted to vote on any subject requiring the consent of two-thirds (2/3) of each class of members.

Class E. The Class E member shall be the Declarant, and shall be entitled to six votes for each Lot owned. The Class E membership shall cease and be converted to Class A, Class B, Class C or Class D membership, as appropriate, upon the happening of either of the following events, whichever occur earlier:

- (a) when Class A, Class B, Class C and Class D memberships are all in existence and the total votes outstanding in all of these classes of membership equals or exceeds the total votes outstanding in the Class E membership; provided however, that if at any time or from time to time, the Declarant does not annex additional properties as provided in Article X of this Declaration so as to maintain Class E membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class E membership shall not cease but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to annex additional Properties as provided herein; or
- (b) on January 1, 1990.

Section 3. Joint Owners or Occupants. When more than one person holds an interest in any Lot or when more than one person occupies a Living Unit, all such persons shall be members of the Association; provided, however, that Owners' and Occupants' votes shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than two (2) votes be cast with respect to any Lot not owned by Declarant.

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 here fore, 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. If a delinquency occurs in the payment of annual and/or special assessments, said assessment(s) 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 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 of the Properties and for the improvement and maintenance of the Properties, including, but not limited to, all of the Common Area, and, if and as determined by the Association, to the exteriors of any or all buildings or other structures on the Properties.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be as set forth below for each class of membership so designated, except that under no circumstances shall the Declarant, whatever its class of membership, be obligated to pay more than 25% of the maximum annual assessment designated for Classes A, B, and C.

		<u>Per Year</u>	<u>Per Month</u>
(i)	Class A	\$180.00	\$15.00
(ii)	Class B	\$180.00	\$15.00
(iii)	Class C	\$180.00	\$15.00
(iv)	Class D	\$ 0.00	\$ 0.00
(v)	Class E	\$ 45.00	\$ 3.75

- (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 (except Class D) who are voting in person or by proxy, at a meeting duly called for this purpose, as provide 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 as 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 any one 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 Properties, including fixtures and personal property related thereto, provided that, any such assessment shall

have the assent of two-thirds (2/3) of each class of members (except Class D) 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 thirty (30) nor more than sixty (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 votes, regardless of 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 sixty (60) days following the preceding meeting. **The members present at a duly organized meeting can continue to do business until adjournment, not withstanding the withdrawal of the holders of enough shares to leave less than a quorum.**
- Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly or annual basis; provided however, the amount of any assessment in any one year and from year to year may vary among classes of membership.
- Section 7. Date of Commencement of Annual Assessments. Due Dates.** The annual assessments provided for herein shall commence as to all members 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 member 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 that 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 (30) thirty 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 action at law against the Owner personally obligated to pay the same; or the Association may 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 Mortgage.** 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 Commonwealth of Pennsylvania to the extent provided by said laws shall be exempt from the assessments created herein. However, no land or improvements devoted to residential use shall be exempt from said assessments, charges or lien.

Article V. Environmental Protection Board

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties 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 Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives none of whom have to be members of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specifications, approval will not be required and this Article will be deemed to have been fully complied with. Nothing in this Article V shall be construed to permit any review of architectural and building decisions made by the Declarant with respect to any Lot or Living Unit before its initial sale. In carrying out the provisions of this Article V, of Article VI, of Article VIII or any other Article of this Declaration of any of the rules and regulations adopted and promulgated pursuant to the provisions hereof, the Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot during reasonable hours for the purpose of enforcing and administering those provisions or rules and regulations; provided however that, except in the case of an emergency, no entry shall be made except upon fifteen (15) days written notice to the member or members affected thereby to correct the deficiency. No one entering any such Lot for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or inspection.

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; and shall also be responsible for the care and maintenance of property, including rights-of-ways, dedicated to an appropriate governmental or quasi-governmental group or utility company where such group or company has not agreed to care for and maintain said property.
- Section 2. Individual Lots.** Except as otherwise 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 fifteen (15) 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. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

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 provisions of this Article, an Owner who by his negligent or willful act caused 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. Pursuant to Pennsylvania law, 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 use. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the property without the specific written approval of the Environmental Protection Board; provided, however, that this use restriction does not apply to the Declarant.
- (b) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereof which may become a nuisance to the neighbors.
- (c) No lot shall be split, divided, or subdivided for sale, resale, gift, and transfer or otherwise.
- (d) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot; and no external or outside lines or antennas of any kind shall be erected except by the Declarant during the period of development.
- (e) No temporary building, trailer, garage or building in the course of construction or other structure shall be used, temporarily or permanently, as a residence on any Lot.
- (f) No boat, boat trailer, house trailer, trailer, or any similar items shall be stored in the open on any Lot.
- (g) No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) 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.
- (h) 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.
- (i) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority. The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.
- (j) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that an ordinary number of dogs, cats, or other household pets may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association; and provided further, they are not kept, bred, or maintained for any commercial purpose.

- (k) No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment of the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (l) No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are 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. The Declarant, 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. The Declarant 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 Declarant to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.
- (m) 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.
- (n) No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from a device, which is removed from view when not in use.
- (o) The Board of Directors and the EPB shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the EPB, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice to correct the problem.
- (p) Nothing contained in this Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the EPB to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes or alterations to the Properties as more fully provided in Article V hereof.

Article IX. STAGED DEVELOPMENTS

Additional land within the area outlined in red on the map attached hereto as Exhibit "B" and made a part hereof and entitled "**Plan of Property**", dated September 1978 may be annexed by the Declarant, its successors and assigns, without the consent of members within twelve (12) years of the date of this instrument. Annexation may be made of portions of any phase as shown on the general plan previously approved by the Federal Housing Administration and the Veterans 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 members 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 way 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. The Declarant may amend this Declaration at any time until this document has been approved by both the Veterans' Administration and the Department of Housing and Urban Development where such amendment is required by the Veterans' Administration and/or the Department of Housing and Urban Development in order to gain that agency's approval. Upon recordation of such amendment, all Lot Owners will be given notice of such amendment. All other amendments must be made in the following manner: The 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 and will take effect immediately upon recordation.

Section 4. Annexation. Additional property and Common Area other than that referred to in Article IX may be annexed to the Properties by vote of two-thirds (2/3) of each class of members (except Class D).

Section 5. Federal Housing Administration and Veterans Administration Approval. As long as there is a Class E member, the following actions will require the prior approval of the Federal Housing Administration and the Veterans 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. Approval shall be given to any annexation which is substantially in accord with the general plan heretofore approved by FHA.

Section 6. Conflicts. In the case of any conflict between this Declaration and the By-Laws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused the execution of these presents this 26th day of October, 1978.

WITNESS

TIMBERGLEN

BY _____
John N. Hall, Sole General Partner

BY-LAWS

**Of Walden Woods Community Services,
Association, Inc.
Located in Allegheny County, Pennsylvania**

Article I. Name and Location

The name of the corporation is Walden Woods Community Services Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located on the Common Area owned by the Association, Walden Woods, North Fayette Township, Allegheny County, Pennsylvania, but meetings of members and directors may be held at such places within the State of Pennsylvania as may be designated by the Board of Directors.

Article II. Definitions

- Section 1.** "Association shall mean and refer to Walden Woods Community Services Association, Inc., its successors and assigns.
- Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the provisions of said Declaration.
- Section 3.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- Section 4.** "Lot" shall mean and refer to any plot of land and any designation of units shown upon any recorded subdivision map of the Properties with the exception of the Common Area. If a unit designation does not result in an actual corresponding constructed unit, a "Lot" shall mean and refer to an area upon or in which a separate Living Unit is constructed except in Multifamily Structures. The term "Lot" shall include a condominium Living Unit where such may occur.
- Section 5.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 6.** "Declarant" shall mean and refer to Timberglen, a Limited Partnership, 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 7.** "Declarations" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.
- Section 8.** "Member" shall mean and refer to those persons entitled to membership in the association as provided in the Declaration.
- Section 9.** "Recorded" shall mean duly recorded in the Office of the Recorder of Deeds, Allegheny County, Pennsylvania unless otherwise clearly indicated.

Article III.

- Section 1. Annual Meetings.** The annual meeting of members shall be held during the third week of March each year at an hour no earlier than 7:00 P.M. for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting of the members is a legal holiday, then the annual meeting will be held at the same hour on the first day following which is not a legal holiday.
(Changed March 17, 2004).
- Section 2. Special Meetings.** Special Meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the membership votes.
- Section 3. Notice of Meetings.** Except as otherwise provided in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each member entitled to vote thereat at least fifteen (15) days in advance of such meeting, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day

and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

- Section 4. Voting.** Except as otherwise provided in the Declaration or By-Laws, all motions, resolutions, etc. of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard to classes of membership.
- Section 5. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of all votes, regardless of class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum.
- Section 6. Proxies.** Every proxy shall be executed in writing by the member or by his duly authorized attorney-in-fact and filed with the Secretary of the Association no later than 12:00 p.m. on the working day prior to the meeting for which such proxy is given. Any proxy not timely filed with the Secretary shall be null and void and ineffective for all purposes, including without limitation, the establishment of a quorum at such meeting. (Revised 3-86)

Article IV. Board of Directors: Selection: Term Of Office

- Section 1. Number.** Initially, the affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. Beginning with the first annual meeting to be held after 300 Lots have been sold by Declarant, the Board shall be composed of nine (9) members, who need not be members of the Association.
- Section 2. Term of Office.** At the first Annual Meeting, the members shall elect five (5) Directors for a term of one (1) year; at each annual meeting thereafter until 300 Lots have been sold by Declarant, the members shall elect Directors for a term of one (1) year. At the first annual meeting at which nine (9) Directors are to be chosen, the members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three (3) Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.
- Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director or the vacancy of an office of a member of the Board his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- Section 4. Compensation.** The Treasurer and Secretary shall be compensated for their services to the development in a reasonable amount, to be determined by the Board of Directors in the yearly budget. (Adopted December 9, 1980).
- Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Article V. Nomination and Election of Directors

- Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association or the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual

meeting. The Nominating Committee shall make any such nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made in a manner consistent with Section 1 of Article IV hereof.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. (Revised 3/86)

Article VI. Meetings of Directors

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII. Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights, the right to use of the recreational facilities and any or all other of the rights and privileges of membership in the Association of a member for any period during which any assessment against his Lot or Living Unit remains unpaid. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; assessments shall continue during suspension;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) Engage the services of a manager or managing agent for the Association and other professional consultants or agents as they deem desirable and fix the terms of and compensation for their engagement. (Changed March 17, 2004).

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid with thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any member, a certificated setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the Common Area to be maintained.

Article VIII. Officers and their Duties

- Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
- Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.
- Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by a majority of all of the members of the Board, with or without a meeting. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.
- Section 8. Duties.** The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are

carried out; shall sign all leases, mortgages and deeds and other written instruments, and shall co-sign all promissory notes..
(Changed March 16, 1983).

Vice President

- (b) The Vice President shall act in the place instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association and shall obtain the co-signature of the President on all promissory notes and the co-signature of one other officer of the Association on all checks, if and as the Board of Directors specifies from time to time; keep proper books of account; cause a biannual audit of the Association books with a review of the Association books during alternate years, to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. (Changed March 17, 2004).

Article IX. Committees

The Board of Directors of the Association shall appoint an Environmental Protection Board (EPB) as provided in the Declaration, and a Nominating Committee as provided in there By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Article X. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XI. Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

Article XII. Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Walden Woods Community Services Association, Inc.

Article XIII. Amendments

Section 1. Vote. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal housing Administration and Veterans Administration shall have the right to veto amendments only in accordance with the conditions set forth in Article X, Section 5 of the Declaration.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Article XIV. Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Article XV. Fine System

Section 1. Fine Assessment Board. A Fine Assessment Board shall be appointed by the CSA Board of Directors and shall be composed of three (3) or more representatives none of whom have to be members of the Association. The said Fine Assessment Board shall be empowered to levy a fine against the member for each violation as prescribed in the Declaration of Covenants, Conditions and Restrictions and as in Policy Resolution #1.

Section 2. Policy Resolution. Within a period of 6 months from the creation of the Fine Assessment Board the CSA Board will compose and approve a Policy Resolution which will define the severity of the individual violations, establish fine procedure and set the amount of the fine. This Policy Resolution will contain provisions whereby a member can appeal decisions made by the Fine Assessment Board to the CSA Board of Directors.

Section 3. Collection. Fines will be collected as a Special Assessment.

Adopted March 16, 1983

POLICY RESOLUTION

Of Walden Woods Community Services
Association, Inc.

Located in Allegheny County, Pennsylvania

WHEREAS, Article V of the Walden Woods Community Services Association, Inc. Declaration of Covenants, Conditions and Restrictions establishes an Environmental Protection Board (EPB) and certain rules and regulations for protecting architectural and aesthetic beauty, maintaining the safety, well-being, and integrity throughout the life of the community, thereby preserving home and property values and the homeowners investment; and,

WHEREAS, there is a need for the Board of Directors to establish guidelines and procedures for the Environmental Protection Board in carrying out its responsibility with regard to the common properties and the residential rules and regulations; and,

WHEREAS, there is a need for the Board of Directors to establish guidelines and procedure for homeowners to submit proposal for exterior additions, changes, alterations or improvements to their privately-owned properties; and,

WHEREAS, Article XV of the Walden Woods Community Services Association, Inc. (CSA) By-Laws (By-Laws), provides for the creation of a Fine Assessment Board (FAB) by the CSA's Board of Directors which shall be empowered to levy fines and collect them from members of the CSA for violation of the provisions of the Declaration of Covenants, Conditions and Restrictions (Declaration) and any and all Policy Resolutions as adopted by the CSA; and,

WHEREAS, the By-Laws contemplate the establishment of guidelines and procedures for levying and collecting fines as well as procedures by which members of the CSA may appeal a decision of the FAB to the CSA; and,

NOW AND THEREFORE BE IT RESOLVED that guidelines and procedures pertaining to environmental controls, levying of fines, and collecting of fines at Walden Woods be and hereby are adopted as follows:

Article I. Definitions

- (i) **“Association”** or **“CSA”** shall mean and refer to the Walden Woods Community Services Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.
- (ii) **“EPB”** shall mean and refer to the Environmental Protection Board.
- (iii) **“FAB”** shall mean and refer to the Fine Assessment Board.

Article II. Environmental Protection Provision

Section 2.01 General Requirements

(a) Responsibilities and Rights

- (i) Except as otherwise provided herein, the owner of each lot shall be responsible for the care, maintenance and repair of said lot, the premises and all improvements situate thereon.
- (ii) 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 of Directors, 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 to entry and repair shall be exercisable only upon fifteen (15) days written notice given to the owner thereof, unless, in the discretion of the Board of Directors, 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. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 of the Declaration of Covenants, Conditions and Restrictions for Walden Woods.

(b) Overall appearance

- (i) The overall appearance of each residence must be kept in a neat and orderly manner. If the appearance of any residence becomes such that it is not in harmony with the rest of the community, does not meet the architectural integrity of the community, or is a nuisance to the community and its residents, the EPB may direct the owner to correct the condition to the EPB's satisfaction, in accordance with Section 2.03, Administrative Procedures, of the Environmental Protection Provision, of this Policy Resolution.
- (ii) The Declaration of Covenants, Conditions and Restrictions, which states no noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereof which may become a nuisance to the neighbors, is hereby incorporated as if written in full herein.

(c) Permanent alterations on private property

- (i) *Materials and color*
 - 1) There will be no deviation from existing color (including shade, hue or tint) and materials used without prior approval of the EPB.

(ii) *Decks, balconies, and associated roof coverings*

- 1) Any flooring structure, which is supported off the original finished grade by means of any vertical supports, shall be defined as a deck.
- 2) Any flooring structure, which is supported off the unit itself, or supported other than by vertical supports from the original finished grade, shall be defined as a balcony.
- 3) All new, or changes to existing, decks, balconies, and roof coverings require prior approval from the EPB.
- 4) All decks and balconies constructed more than 1'-6" above finished grade will be required to have a handrail around the entire structure and on both sides of any stairway leading to grade.
- 5) All decks, balconies, roof covering, and any associated steps must remain behind the unit, in the rear yard, and may not extend forward along the side of the unit.
- 6) All decks and balconies may not be constructed so that they are closer than ten feet to any property boundary line.
- 7) Top-story or second-story decks and balconies will not be permitted to extend beyond the projected sidewalls of the unit.
- 8) The EPB shall have the right to require that the stamp of a registered architect or engineer be affixed to the request and plans submitted by a resident for any construction. Under no circumstances shall the EPB or CSA be responsible for any construction failure, such as collapsing due to the design of, or the workmanship of the project.

(iii) *Patios*

- 1) Patios built within 1 (one) foot off the ground at their highest point, do not require approval of the EPB provided that:
 - a) Materials are in harmony with the design and color of the unit.
 - b) Patios are constructed to the rear of the unit.
- 2) Patios requiring changes in existing grade, drainage patterns and/or retaining walls must be submitted for prior approval of the EPB.
- 3) All roof coverings for patios require prior approval of the EPB.
- 4) The EPB shall have the right to require that the stamp of a registered architect or engineer be affixed to the request and plans submitted by a resident for any construction. Under no circumstances shall the EPB or CSA be responsible for any construction failure, such as collapsing due to the design of, or the workmanship of the project.

(iv) *Porches*

- 1) Any flooring or roofing structure, or covering attached to the front of the home shall be defined as a porch.
- 2) All new, or changes to existing, porches require prior approval of the EPB.
- 3) No porches shall be allowed on the side of the home.
- 4) Porch building materials must be consistent with materials used on the home.
- 5) All porches constructed more than 1'6" above finished grade will be required to have a handrail around the entire structure and on both sides of any stairway leading to grade.
- 6) All porches, porch roofs, stairs and associated coverings must be constructed to the front of the unit.

- 7) Porches, porch roofs, stairs, handrails and associated coverings may not be constructed so that they are closer than ten (10) feet to any property boundary line.
- 8) The EPB shall have the right to require that the stamp of a registered architect or engineer be affixed to the request and plans submitted by a resident for any construction. Under no circumstances shall the EPB or CSA be responsible for any construction failure, such as collapsing due to the design of, or the workmanship of the project.

(v) *Additions and enclosed decks*

- 1) All additions and deck enclosures require prior approval of the EPB.
- 2) No additions or deck enclosures shall be allowed on the side of the unit.
- 3) Building materials for additions and enclosed decks must be consistent with materials used on the unit.
- 4) All additions and deck enclosures constructed more than 1'6" above finished grade will be required to have a handrail around any stairway leading to grade.
- 5) All additions, deck enclosures and associated stairs must be constructed to the rear of the unit.
- 6) All Additions, deck enclosures and associated stairs may not be constructed so that they are closer than ten (10) feet to any property boundary line.
- 7) The EPB shall have the right to require that the stamp of a registered architect or engineer be affixed to the request and plans submitted by a resident for any construction. Under no circumstances shall the EPB or CSA be responsible for any construction failure, such as collapsing due to the design of, or the workmanship of the project.

(vi) *Central air conditioning compressors and window air conditioners*

- 1) The location of central air conditioning compressors shall be either:
 - a) To the rear of the unit, and no more than 2 feet from the unit.
 - b) To the side of the unit, and no more than 2 feet from the unit.
- 2) Window and through the wall air conditioning units, whether such units are permanently installed or removable, are limited to the rear of the unit.

(vii) *Fences and screens*

- 1) Fencing and privacy or decorative screening other than that provided with the unit, require prior approval of the EPB.
- 2) Fencing and screening must be finished materials on sides within public view.
- 3) Uncoated cyclone fencing and construction fencing materials are strictly prohibited.

(viii) *Landscaping*

- 1) Landscaping work and planting including vegetable gardens and flower gardens, do not require prior approval of the EPB provided that:
 - a) They do not obstruct sight lines of vehicles drivers.
 - b) Vegetable gardens must be in the rear yard of the unit.
- 2) No trees or plantings shall be removed from common property without the express written authorization of the EPB. Unauthorized removal

may require the perpetrator to replace the tree or planting with a tree or planting of similar size and type, and/or pay a fine.

- 3) No trees having a diameter of six (6) inches or more (measured from a point two feet above ground level) shall be removed from any lot without the express written authorization of the EPB or unless property authorized by an appropriate governmental authority. The EPB, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Properties. If it shall deem it appropriate, the EPB may mark certain trees, regardless of size, as not removable without written authorization.
- 4) The Board of Directors and the EPB shall have the right to enter upon any lot to trim or prune, at the owner' expense, any hedge or other planting which, in the opinion of the Board of Directors or the EPB, by reason of its location upon the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property, obscures the view of vehicular or pedestrian traffic, or is unattractive in appearance; provided however, the owner shall be given fifteen (15) days prior written notice to correct the problem. Considerations will be made for weather conditions.

(ix) Lawn Maintenance

- 1) The Board of Directors and the EPB shall have the right to enter upon any lot to cut grass at the expense of the owner, which has been left unattended and allowed to gain a height of 6" or more; provided however, the owner shall be given fifteen (15) days prior written notice to correct the problem. Considerations will be made for weather conditions.
- 2) No permanent parking on any lawn will be permitted.
- 3) Parking on the lawn will only be permitted for:
 - a) Special events
 - b) Emergencies
- 4) No parking on a consistent basis shall be allowed such that lawn damage occurs.
- 5) Lawn damage must be repaired within thirty (30) days of notification from the EPB. Considerations will be made for weather conditions.
- 6) Pet damage must be repaired within thirty (30) days of notification from the EPB. Considerations will be made for weather conditions.
- 7) Alterations to lawn or terrain must be completed within thirty (30) days of the project's starting date. Considerations will be made for weather conditions.

(x) Antennae and satellite dishes

- 1) Antennae and satellite dishes, one (1) meter or less in size, are permitted.
- 2) All antennae/satellite dishes must be attached directly to the unit, or positioned on the ground. No stand-alone support structures are permitted without prior approval of the EPB.
- 3) Antennas used for amateur ("Ham") radio, CB radio, FM or AM radio service, satellite radio or used as part of a hub to relay signals among antennas are prohibited.

- (xi) *Clotheslines*
 - 1) Clotheslines are permitted only in the rear yards and must be removed from view when not in normal use.
- (xii) *Garbage containers*
 - 1) Garbage containers must be stored indoors or in the rear yard of the unit.
 - 2) Garbage containers maybe placed in front of the unit only on collection day an must be removed from the front of the unit following collection on collection days.
 - 3) No lumber, materials, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot except building materials during the course of construction of any approved project/structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (xiii) *Children's play equipment*
 - 1) Play equipment will be permitted only to the rear of the unit, except for basketball goals, which may be located in front. The goal must be no less than fifteen (15) feet from the edge of the street.
 - 2) All play equipment must be maintained and is subject to inspection by the EPB.
- (xiv) *Lawn and garden furniture*
 - 1) Lawn mowers, portable barbeque grills and lawn furniture shall be stored inconspicuously when not in use.
 - 2) Standard hose racks may be permanently attached to the unit.
- (xv) *Firewood*
 - 1) Firewood and kindling shall be stored either inside or at the rear of the unit.
- (xvi) *Birdhouses and bird feeders*
 - 1) Birdhouses and bird feeders need not be approved provided they are of colors and materials, and are of a size, which is compatible with the community.
- (xvii) *Display and decorative items*
 - 1) Seasonal decorations such as for Christmas, Easter, and Halloween shall be put out and taken down within four (4) weeks prior to and after the event or holiday.
- (xviii) *Outbuildings*
 - 1) Storage/maintenance sheds, and other outbuildings, may not be erected without prior approval of the EPB.
 - 2) Owners are responsible for the care, maintenance, and repair of outbuildings.
- (xix) *Vehicles and vehicular storage*
 - 1) In general, all vehicles stored in the open on any lot or stored in public parking areas shall be whole, in sound condition, fully operational, and bear current inspection sticker(s) and registration.

- 2) No motor home, travel trailer, boat, boat trailer, horse trailer, or any similar item shall be parked in the open on any lot except between the months of April through September.
- 3) Any vehicle parked or stored on any property, which is owned by the CSA common property), will be towed away at the owner's expense.
- 4) No motor vehicle may be operated on any property owned by the CSA. This prohibition includes, but is not limited to, all terrain vehicles and dirt bikes.
- 5) Nothing in this section shall be construed as restricting the use of battery-operated children's riding toys on private or common property.

(xx) Pets

- 1) Horseback riding is prohibited within the limits of the common grounds and private lots.
- 2) Dog or other pet houses of any kind are prohibited outside.
- 3) Pets may not be tied in the common area, nor may they be tethered so that their chains or leashes allow them to enter common areas.

(xxi) Exterior lighting

- 1) Exterior lighting is permissible, and does not require prior approval by the EPB, provided such lighting does not cause negative impact on, or a nuisance to, neighboring units.

(xxii) Swimming pools

- 1) Swimming pools, as defined by North Fayette Township Ordinance #108, require prior approval of the EPB, and must be compliant with North Fayette Township Ordinance #108.
- 2) All swimming pools must be to the rear of the unit.
- 3) Owners are responsible for the care, maintenance, and repair of swimming pools.

(xxiii) Hot Tubs

- 1) All hot tubs and associated decks must be to the rear of the unit. Furthermore, the hot tub must be a minimum of ten (10) feet from the rear property line.
- 2) All hot tubs shall have a locking lid or cover. The cover shall be in place and locked when the hot tub is not attended.

(xxiv) Window awnings

- 1) Window awnings do not require prior approval of the EPB, provided the following guidelines are followed:
 - a) The choice of color must be in harmony with the existing color scheme of the unit.
 - b) Awnings must be of a size that is in proportion with the windows to be covered and with the façade of the home.
 - c) Awnings must be properly maintained. They must be repaired, replaced, or removed if there is noticeable deterioration, including fading, tearing, fraying, and other signs of wear.

(xxv) Other additions

- 1) All other additions, alterations, or other changes to the exterior of any unit or to any lot shall be submitted for prior approval of the EPB,

which shall review them in accordance with criteria established within this Policy Resolution.

(d) Common Areas

- (i) Private property installed or stored in common areas by any individual without the express written consent of the EPB is strictly prohibited. Alterations of grades on projects undertaken on private property, which abuts common areas, shall be such that drainage patterns on common areas are not altered significantly.
- (ii) Specific recreational facilities have been provided for the use of the residents, including playing fields. Before other grassed common areas are used (more than once every two weeks) for the playing of games, application must be submitted to the CSA Office Manager with the applicant assuming full responsibility for the restoration of grass and plantings in that common area.
- (iii) Residents are responsible for repairing any damage to common areas caused by their movement of materials and equipment, through that common area.
- (iv) Common areas must not be destroyed and residents who destroy common areas are responsible to the CSA for the costs of restoring that common area to its original state.
- (v) Residents are responsible for repairing any damage caused by their pets.
- (vi) Residents assume full responsibility for their actions or usage of common areas.
- (vii) No trees or plantings shall be removed from common property without the express written authorization of the EPB. Unauthorized removal may require the perpetrator to replace the tree or planting with a tree or planting of similar size and type, and/or pay a fine.

Section 2.02 Environmental Protection Board Review Consideration Criteria

(a) Materials on units

- (i) Only exterior materials existing on the unit or those compatible with the architectural design character of the community will be approved.

(b) Materials on other than units

- (i) Only exterior materials which are suitable and generally accepted for the intended purpose and which are compatible with the architectural design character of the community will be approved.

(c) Colors

- (i) Colors must be compatible with surrounding colors and generally compatible with the architectural design character of the community.

(d) Size and Shape

- (i) Additions and alterations to units and other additions, alterations, items or objects shall be of a size and shape consistent with their intended use, not outsized with relation to the unit with which they are associated, generally compatible in size and shape with similar items and compatible with the architectural design character of the community.

(e) Location

- (i) The location of any proposed improvement shall be such that it shall be in harmonious architectural balance with the associated unit and the surrounding community.
- (ii) In no case shall any fence, screen or other object obstruct the sight lines of any vehicle driver.

(f) Safety

- (i) All requests for review shall be scrutinized for safety regarding construction, intended use and location.
- (ii) Requests which are otherwise suitable for installation but which the EPB determines to be unsafe will not be approved.

(g) Building and work permits

- (i) Approval of any project by the EPB does not waive the necessity of obtaining the required township or county building or work permits.
- (ii) Obtaining of proper permits does not waive the need for EPB approval.
- (iii) The EPB will not knowingly approve a request, which is in violation of applicable building codes, zoning ordinances or other regulations.

Section 2.03 Administrative Procedures

(a) Submission of minutes

- (i) The EPB will submit a monthly report of its activities to the CSA Board of Directors.

(b) Application procedures

- (i) Each homeowner will submit to the EPB their written proposal for exterior additions, changes, alterations, or improvements to their property using the "Request for Review" form, which will be supplied by the CSA. The proposal must contain a description of the project, including the height, width, length, size, shape, color and location of the proposed improvement. If the alteration affects the existing drainage pattern, the proposed drainage pattern must be included.
- (ii) Oral requests or approvals will not be considered or given. Each request must be specifically approved by the EPB, even though the intended improvement conforms to the Declaration of Covenants, Conditions and Restrictions, By-Laws, and the Policy Resolutions.
- (iii) Submission of "Request for Review" forms:
 - 1) "Request for Review" forms must be mailed or delivered to the CSA's business address.
 - 2) The CSA Office Manager will affix the date of the next EPB meeting on the "Request for Review" form. This date shall be deemed the date received by the EPB and shall constitute the beginning of the thirty (30) day review period.
 - 3) The CSA Office Manager will see that the Chairman of the EPB receives the applications by the next scheduled meeting of the EPB.
- (iv) The EPB will either approve or disapprove the application and will send an appropriate letter to the applicant under signature of the Chairman of the EPB. Disapproval must be based on insufficient information or merit, and the applicant must be provided specific reasons for disapproval.

- (v) A member of the Board of Directors must attend each EPB meeting and he, or she, will indicate, in writing, his or her concurrence or non-concurrence with the decision of the EPB, and return the application to the EPB.
- (vi) If a proposal is rejected, the applicant is free to request reconsideration and is encouraged to present new or additional information, which might clarify the request or demonstrate its acceptability. Final appeal may be made to the CSA Board of Directors.
- (vii) The EPB will answer a request as promptly as possible. If the EPB fails to reply to the application within the thirty (30) day review period, then the request is considered to have been approved.

(c) Appeals

- (i) Appeals must be mailed or delivered to the CSA business address at least one (1) week before the next CSA Board of Directors meeting.
- (ii) The Chairman of the EPB and the applicant must be present at the appeal hearing. If any of these parties cannot attend the hearing, the Board may elect to continue the hearing at its next regularly scheduled Board of Directors meeting or at a duly called special meeting.
- (iii) Within thirty (30) days of the conclusion of said hearing, the applicant shall be notified in writing as to the Board of Director's decision.

(d) Violations of the Declaration of Covenants, Conditions and Restrictions, By-Laws, and Policy Resolution Requirements

- (i) The Chairman of the EPB shall be responsible for seeing that committee members inspect on a regular basis the front and rear of individual units for possible violations of the EPB standards and/or failure of residents to submit a "Request for Review" form. The Chairman of the EPB shall also be responsible for conducting inspections of previously cited violations for compliance.
- (ii) The Chairman of the EPB will send appropriate letters to residents in violation with copies to the Board of Directors.
- (iii) If a resident fails to correct violation(s) within the time limit prescribed in the Declaration of Covenants, Conditions and Restrictions, the Chairman of the EPB shall request in writing that the CSA Board of Directors take appropriate legal action against the resident. To this end, the CSA shall:
 - 1) Notify the residents at least fifteen (15) days prior to meeting that the Board of Directors shall conduct a hearing considering the violation.
 - 2) Invite the resident, his or her counsel, and the Chairman of the EPB, as well as the CSA counsel to attend.
 - 3) Arrive at a formal decision on the matter subject to the majority vote of the Board of Directors.
 - 4) Retain legal counsel and seek an injunction should this be the decision of the Board of Directors.

(e) All approved requests are valid for one (1) calendar year from the date of authorized EPB approval.

Article III. Levying and Collection of Fines

Section 3.01 General Requirements

(a) General Procedure

- (i) The FAB, upon written notification to it by the EPB of a violation of the Declaration of Covenants, Conditions and Restrictions, By-Laws, or the Policy Resolution shall levy a fine against the violating member in an amount, which shall be in accordance with the schedule of fines set forth in Article III, Section 3.01 of this Policy Resolution.
- (ii) The FAB will send notice of such fine to the violating member by first class mail, postage prepaid. The Fine Assessment Notice will state:
 - 1) The nature of the violation with specific reference to the provision of the Declaration, By-Law, or Policy Resolution being violated
 - 2) The amount of the assessed fine.
- (iii) Fines shall be due and payable by the violating member of the CSA commencing three (3) days after the date of the Fine Assessment Notice (Fine Due Date).
- (iv) There shall exist a separate violation for each day that a violation continues after the Fine Due Date, and the fine assessed by the FAB for the initial violation will automatically and without further notice be assessed for each additional separate violation.

(b) Schedule of Fines

- (i) Fines for violations of the Declaration, By-Laws, or Policy Resolutions will be \$10.00 per day per violation.

(c) Appeal to the Board of Directors

- (i) A member may appeal the fine assessed against him by the FAB by mailing or hand delivering to the CSA business address a notice of intention to appeal (Appeal Notice). Such notice must be postmarked or delivered to the CSA within 30 days of the date of the Fine Assessment Notice.
- (ii) Upon receipt of a timely filed Appeal Notice, the Board of Directors will schedule a hearing on the appeal within 30 days of the date on which the Appeal Notice is postmarked or delivered.
- (iii) The appeal hearing will deal only with the amount of the fine assessed by the FAB and will not deal with the violation of the Declaration, By-Laws, or Policy Resolution, which prompted the fine assessment by the FAB. The existence of such a violation, the rights of members to a hearing before the Board of Directors with respect thereto and any other matters relating to the violation itself shall be determined by and subject to the provisions of the Policy Resolutions. All fine assessment appeal hearings will be conducted in an informal manner and be open to all members of the CSA. All parties present at the hearing may be represented by an attorney. The Board of Directors requests that a member who intends to have counsel present at the hearing so notify the Board so that counsel for the CSA may also be present. The hearing, however, will be structured so that the attendance of counsel for the parties will not be necessary. At the hearing, the Board of Directors will hear all testimony relevant to the fine in question. The Board may continue the hearing if it determines that

additional information or testimony is necessary in order to render an advised decision. If the hearing is not continued, then the Board will render a decision at the end of the hearing. A majority vote of the quorum of the members of the Board present at the appeal hearing shall be necessary to reduce the amount of the fine assessed by the FAB. The decision of the Board of Directors shall be final, binding and conclusive on all persons.

- (iv) If the Board of Directors votes to uphold the fine assessed by the FAB, then the total amount of the fine due and payable by the violating member to the CSA shall be determined from the Fine Due Date and not from the date of the appeal hearing. If the Board votes to reduce the amount of the fine assessed by the FAB, then the total amount of the fine due and payable shall be determined from the Fine Due Date at such reduced amount.
- (v) It is emphasized here that there shall exist a separate violation for each day that a violation continues after the Fine Due Date, irrespective of whether the Board votes to uphold or reduce the fine assessed by the FAB. In addition, the assessment of a fine against a violating member shall in no way relieve or limit the violating member's responsibility or liability for all costs, expenses and fees, including without limitation all administrative and legal costs, expenses and fees, incurred by the CSA in enforcing the Declarations, By-laws, or Policy Resolution against the violating member. All such enforcement costs, expenses and fees shall be payable by the violating member to the CSA upon demand.
- (vi) With respect to the collection of unpaid fines and enforcement costs, expenses and fees, the CSA shall have all rights and remedies available to it under the Declaration for unpaid assessments. If a member fails to pay the levied fine and enforcement costs, expenses and fees, such member shall pay to the CSA interest at the legal rate on such unpaid fines, costs, expenses and fees from their due dates, together with all costs, expenses and fees, including attorney's fees incurred by the CSA in any proceeding brought to collect such unpaid fines, costs, expenses and fees. All unpaid fines, costs, expenses and fees shall constitute a lien on the member's unit, and such lien shall have the priority to which it is entitled under the Declaration.
- (vii) Any fine levied against a member who is a lessee of a unit at Walden Woods, shall be deemed to be a fine levied against the owner of such unit.
- (viii) The provisions of this policy resolution are severable, and if any provision of this policy resolution is held invalid or unenforceable in whole or in part, then such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the remaining provisions of this policy resolution.

Article IV. Approval and Effective Date

Section 4.01 Implementation

- (a) **This Policy Resolution supercedes and replaces all previous versions of Policy Resolution #1, Policy Resolution #2, and Policy Resolution #3.**
- (b) This Policy Resolution was approved by the CSA Board of Directors on September 2, 2003, and will become effective on the later of that date which is 15 days after the approval date delivered to the members of the CSA.

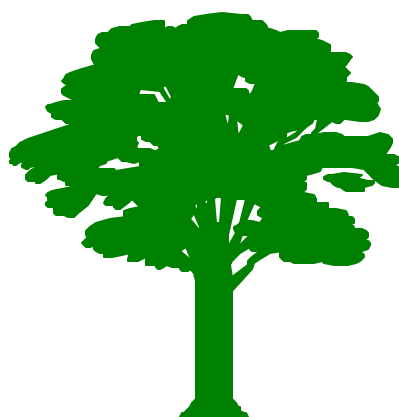
IN WITNESS WHEREOF, WE, BEING DIRECTORS OF THE WALDEN WOODS
COMMUNITY SERVICES ASSOCIATION, HAVE HEREUNTO SET OUT HANDS
THIS **SECOND** DAY OF **SEPTEMBER** IN THE YEAR **2003**.

CSA President

CSA Secretary

WALDEN WOODS CSA
7900 STEUBENVILLE PIKE
SUITE 20
IMPERIAL PA 15126

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U.S. POSTAGE
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Walden Woods Community Services
Association, Inc.
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