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Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2006-32484

Recorded On: September 26, 2006 As-Deed Agreement

Parties: HAYMAKER ~~POINTE~~ Associates, L.P.

To HAYMAKER POINTE

# of Pages: 35

Comment:

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Deed Agreement		105.00
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I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

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PITTSBURGH PA 15219

Valerie McDonald-Roberts Recorder of Deeds

DECLARATION OF PLANNED COMMUNITY

OF

HAYMAKER POINTE, A PLANNED COMMUNITY

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S.A. § 5101 et seq., as amended

Will call:

Rothman Gordon, PC.
310 Grant Street
Third Floor – Grant Building
Pittsburgh, Pennsylvania 15219

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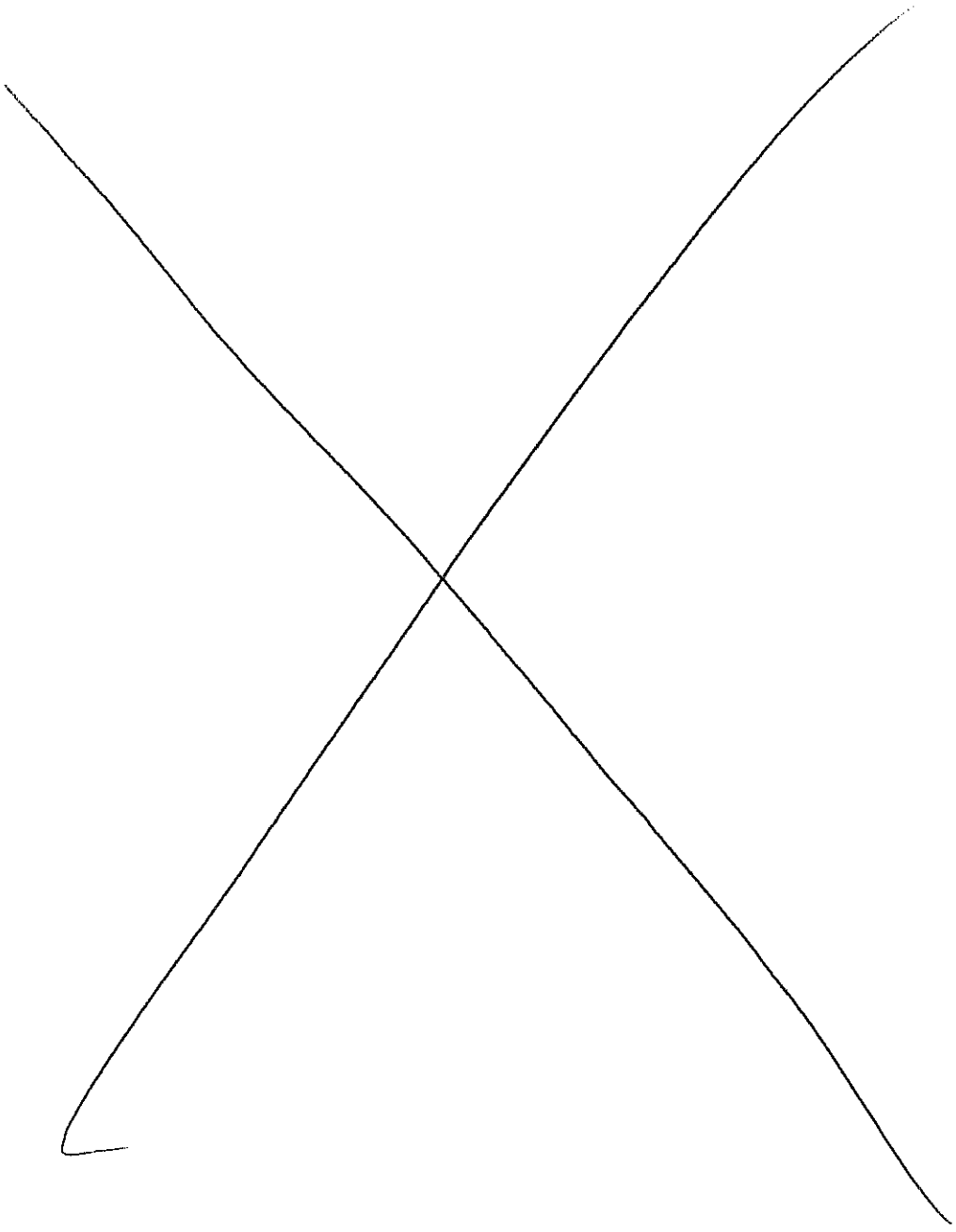

DECLARATION
HAYMAKER POINTE, a Planned Community

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Haymaker Associates, L.P., a Pennsylvania limited partnership, owner in fee simple of the Real Estate described on Exhibit "A" attached hereto and incorporated herein by reference, located in the Municipality of Monroeville, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging, the improvements erected or to be erected thereon and the Buildings to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101 *et seq.* (the "Act"), and hereby create with respect to the Property a flexible planned community, to be known as "Haymaker Pointe" (the "Community").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are those recorded easements and licenses, affecting the Real Estate, which are listed on Exhibit "B" attached hereto and incorporated herein by reference, and all easements referenced in Article IV herein.

Section 1.3 Defined Terms.

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

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

a. "Addit ional Real Estate" means those portions of the Property described in Exhibit "C" which Additional Real Estate may be added to the Community, so long as the Declarant's right to add such Additional Real Estate continues to exist.

b. "Association" means the Unit Owners' Association of the Community and shall be known as the "Haymaker Pointe Homeowners Association."

c. "Common Elements" means all real estate within the Community which is owned by or leased to the Association, but not including any Units. Common Elements in the Community include, but are not limited to: i) those portions of the Real Estate located between the Clusters and which are not part of a Unit, including those portions of the Real Estate which serve Cluster(s) having rear driveways; ii) one or more detention basins; iii) a clubhouse; iv) open space; and v) Community Walkways. All of the Common Elements are shown on the Plats and Plans. The Common Elements are discussed more completely in Article III hereof.

d. "Common Expenses" means expenditures made and financial liabilities incurred by the Association, together with all allocations to reserves.

e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights, through a signed and recorded instrument in accordance with the requirements of §5304 of the Act.

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

g. "Executive Board" means the Board of Directors of the Association.

h. "Identifying Number" means the number assigned to the Unit for address and other purposes, which shall be unique for each Unit in the Community.

i. "Limited Common Elements" means those Common Elements allocated for the use and benefit of one or more but less than all Units in the Community. The Limited Common Elements will be discussed in more detail in Article III, but will include the entranceways and aisleways serving Clusters with rear driveways and those portions of the Community Walkways located in the public right-of-way at the street-side border of each of the Units and some of the Common Elements. Costs of maintaining, replacing, repairing, improving, regulating, managing, insuring and controlling the Limited Common Elements, if an obligation of the Association, will be a Limited Common Expense of the Association.

j. " Limited Common Expenses" means those Common Expenses, together with allocations to reserves, for maintaining, replacing and repairing the Limited Common Elements of the Community which are an obligation of the Association.

k. "Unit" means that portion of the Community designated for separate ownership or occupancy for which an occupancy permit has been issued, the boundaries of which are described in this Declaration and in the Plats and Plans.

l. "Unit Owner" means Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "Building(s)" means any building(s): i) Cluster constructed and containing between 2 and 6 Unit(s); or ii) constructed on the Common Elements by or at the direction of the Declarant and/or the Association and included or to be included in the Property.

b. "Bylaws" means the Bylaws of the Association in effect at any time, as the same may be amended from time to time.

c. "Cluster" means a Building containin g between 2 and 6 Units.

d. "Community" means the Community described in Section 1.1 above.

e. "Community Walkways" means those sidewalks located in front of the Units and some of the Common Elements and within the public right-of-way.

f. "Development Charge" means the charge assessed by the Developer against the Association for the acquisition and development of the Common Elements, causing the same to be in compliance with all environmental regulations, and maintaining the same prior to transfer to the Association. The Common Elements subject of the Development Charge will be transferred to the Association without charge.

g. "Percentage Interest" m eans the undivided ownership interest of each Unit Owner in the Common Elements appurtenant to each Unit, as set forth in Exhibit "D" attached hereto and incorporated herein by reference, as the same may be amended from time to time if any Units are combined and/or if all or any portions of the Additional Real Estate are added to the Community.

h. "Permitted Mortgage" means a mortgage to a bank, trust company, savings bank, savings and loan association, mortgage banker, insurance company, pension fund or similar lender or a purchase money mortgage to Declarant or a Unit Seller.

i. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "E" and incorporated herein by reference, as the same may be amended from time to time.

j. "Property" means the Property described in Section 1.1 above, including the Additional Real Estate.

k. "Recreational Fee" means the one time fee assessed by the Haymaker Pool for a one year membership and the right to use the recreational facilities there located. After the required first year, membership shall be at the discretion of the Unit Owner.

l. "Rules and Regulations" me ans the Rules and Regulations adopted by the Association from time to time and governing the Property.

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES; VOTING RIGHTS

Section 2.1 Percentage Interests/Voting Rights.

2.1.1 Each Unit Owner shall have a Percentage Interest in the Common Elements which shall be the same as the Percentage Interest for all other Unit Owners, as set forth on Exhibit "D". The Percentage Interest for each Unit, if all Units, including those in the Additional Real Estate, are built is 1.02%, based on 95 Units being created. If any Units are combined, or if none or less than all Units in the Additional Real Estate are added to the Community, the formula for determining the Percentage Interest of each Unit is 100 divided by A=B, with A being the number of Units in the Community and B being the new Percentage Interest. Upon any change in the Percentage Interest, a new Exhibit "D" will be prepared and filed by Declarant.

2.1.2 The Percentage Interest shall determine the share of the Common Expenses for which each Unit is liable, except as hereinafter noted. Until all Units contain residences that have been occupied at least once, Common Expenses attributable to services provided will only be assessed against those Units benefiting from the services. Once sixty-six percent (66%) of all Units, including Units to be created in the Additional Real Estate, are completed and have been occupied at least once, all Units will pay all Common Expenses based on their Percentage Interest. Prior to that time (the "Construction P hase"), those Units benefited by a service for which Common Expenses are assessed will pay their share of Common Expenses for those services in accordance with their Percentage Interest, and the Declarant will pay the difference between the amount thus collected and the actual cost of the expense for which the assessment is made; provided, however, that if any expense is an extraordinary expense not reflected on the current budget of the Association, or if the actual cost of the expense is more than 20% greater than the amount shown on the current budget of the Association, the Association shall assess such cost against all Units in accordance with their Percentage Interest, and the Declarant will not be required to pay such expense except as to Units it owns. Common Expenses which may or may not benefit all Units during the Construction Phase include:

a. Expenses of administration, utility bills for the Common Elements and Limited Common Elements, maintenance, repair and replacement of the Common Elements and Limited Common Elements, including landscaping (during Construction Phase assessed against only Units containing a residence occupied at least once);

b. Expenses agreed upon as common by sixty-seven percent (67%) of all the Unit Owners (assessed as a benefit is derived during Construction Phase);

c. Expenses declared common by the provisions of the Act, or by this Declaration or the Bylaws or any rules and regulations adopted by the Association (assessed as a benefit is derived during the Construction Phase);

d. Insurance premiums for any insurance coverage as set forth in this Declaration, the Public Offering Statement, the Bylaws and any Rules and Regulations of the Association shall be a Common Expense to be paid by monthly assessments levied by the Association (during Construction Phase general liability and directors and officers liability assessed against all Units, and property damage assessed against Units containing a residence, whether or not occupied at least once);

e. Reserves for repair or replacement (during Construction Phase, assessed against Units containing a residence, whether or not occupied at least once);

f. Costs of the Association with respect to the Community Walkways, including snow and ice removal from those Community Walkways serving the Common Elements (during Construction Phase assessed against Units containing a residence occupied at least once);

g. The Development Charge (assessed only against Units containing a residence occupied at least once, both during Construction Phase and thereafter).

2.1.3 Except as otherwise provided herein or in the Bylaws, a Unit' s Percentage Interest shall not be altered except by the Declarant because of the addition of Additional Real Estate or combining of Units or other reasons permitted by the Act or this Declaration, or by the recording of an amended Declaration duly executed by all of the Unit Owners affect thereby. (For purposes of this subparagraph "all of the Unit Owners affected thereby" mean only all Unit Owners at the time of said amendment to this Declaration and which may include Declarant as to unsold Units).

Section 2.2 Voting Rights. Each Unit shall have a single vote in the Association. That vote, when a Unit is owned by more than one person or by an entity which is not a natural person, shall be exercised as provided in the Bylaws.

Section 2.3 Unit Boundaries. The title lines or boundaries of each Unit are the lot lines, situated as shown, or to be shown, on the Plats and Plans. The interior boundaries of the Unit within its particular Cluster are more particularly described as follows:

2.3.1 Upper and Lower (Horizontal) Boundaries: There are no upper and lower horizontal boundaries for the Unit.

2.3.2 Vertical Boundaries: The vertical boundaries of the interior portion of the Unit for all interior Units in a Cluster and for the interior walls of the end Units in the Cluster shall be the vertical planes, extended to intersections with each other for the walls which are party

walls, with the center line of the party walls to the lot lines. For the end Units in each Cluster, the exterior vertical boundary shall be the lot line of that Unit as shown on the Plats and Plans.

2.3.4 Each Unit shall include all spaces, interior portions, structures, fixtures and improvements within the boundaries as described in §5202 of the Act.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units, Common Elements and Limited Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein.

2.4.1 The Association shall be responsible for the exterior maintenance, repair and replacement of the roofs, soffit, facia, gutters, windows and siding of the Units, the Community Walkways (other than snow and ice removal from the Community Walkways bordering the Units), and the lawns and all landscaping on a Unit (other than personal plantings placed by the Unit Owner within twenty-four inches (24") of the exterior portion of the residence constructed on their Unit in the Cluster), and for all maintenance, repair and replacement of the Common Elements and Limited Common Elements (including snow and ice removal from the entranceways and aisleways of those Clusters having rear driveways, but not the driveways themselves), except as otherwise noted.

2.4.2 Each Unit Owner shall be responsible for all interior maintenance of his or her Unit, for maintenance, repair and replacement of the air conditioner compressor and other portions of the Unit identified in the description of the Unit' s boundaries, and for snow and ice removal from the driveway serving that Unit and the Community Walkways bordering that Unit.

2.4.3 Notwithstanding the foregoing, if any maintenance, repair or replacement of a Common Element or exterior of the Unit required to be maintained by the Association is necessitated by the negligent or intentional act of the Unit Owner or anyone in the Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner.

2.4.4 If a Unit Owner shall fail to make a repair or perform necessary maintenance on his or her Unit as required herein as directed by the Association, or effect a replacement within fifteen (15) days of receipt of written notice from the Executive Board demanding the same, or for any work required under Section 2.4.3 to be performed at the expense of the Unit Owner, then the Association shall perform such work and the cost of such repair and/or replacement shall be the responsibility of the Unit Owner, and shall be assessed as a special assessment against that Unit Owner.

Section 2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale of all Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in

§§5214 and 5215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §5215 of the Act may not result in fewer than ninety (90) Units, or more than ninety-five (95) Units total, including Units in Additional Real Estate.

ARTICLE III
DESCRIPTION, ALLOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. The Limited Common Elements shall mean and include:

3.1.1. All plumbing fixtures servicing one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.2. All electrical equipment and wiring serving one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.3. The air conditioning, heating and ventilating ducts and compressor serving one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.4. The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving one (1) or more but less than all Units and located partially within and partially outside the title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.5. All other parts of each Cluster and its equipment, including any chutes, flues, ducts, wire, conduits, bearing walls, bearing columns or any other fixtures serving one (1) or more but less than all Units and located partially within and partially outside the designated title lines of such Unit(s) served, or serving a single Cluster and located partially within and partially outside the designated title lines of the Units within that Cluster.

3.1.6. The entranceway to and aisleway between all rear-entry garages in each Cluster having rear entry garages.

3.1.7. Those portions of the Community Walkways bordering the Units.

Section 3.2. Common Elements. The Common Elements shall mean and include:

3.2.1. The land not included within the Units, including the open space, all as shown on the Plats and Plans.

3.2.2. The detention basins and Community Walkways serving the Common Elements.

3.2.3. Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements.

3.2.4. The clubhouse.

3.2.5. Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements.

3.2.6. Parking areas.

3.2.7. All portions or other parts or elements of the Property necessary or convenient to the Property's existence, management, operation, maintenance of the Common Elements and safety, or in common use and which are not herein or in the Declaration Plan made a part of a Unit or designated as Limited Common Elements, and such facilities as are designed herein and in the Bylaws as Common Elements.

3.2.8. Common Elements lighting, signage and landscaping.

3.2.9. All other apparatus and installations existing for common use.

ARTICLE IV
EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§5216, 5217 and 5218 of the Act and as set forth on Exhibit "B", the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to assign to builders who purchase one or more Units with the intent of constructing a Cluster thereon for resale the right to maintain sales offices, management offices and models throughout the Property, on that builder' s Unit(s). Declarant reserves the right to place one or more management offices and sales offices on any portion of the Common Elements, and/or on any Unit owned by Declarant, in such manner, of such size and in such locations as Declarant deems appropriate. Declarant or its assignee may from time to time relocate models, management offices and sales offices to different locations within the Common Elements and Units owned by a builder Unit Owner. Declarant shall have the right to remove any such models, management offices and/or

sales offices from the Common Elements and/or Units at any time up to thirty (30) days after Declarant or its assignee, as appropriate, ceases to be a Unit Owner.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant or its assigns, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines and equipment servicing the same, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the buildable area of a Unit or the use or occupancy of the Unit by its owner.

4.1.3 Declarant's Easement to Correct Drainage. Declarant reserves, for itself and its assigns, an easement on, over and under the Common Elements and portions of any Unit not within the buildable space for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant, or its assigns, shall restore the affected property as close to its original condition as practicable.

4.1.4 Easements for Encroachment. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Element, including gutters and downspouts, a valid easement for the storm water exists.

4.1.5. Easement for Use of Common Elements. Each Unit Owner and his or her lessee is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and recreational facilities constituting the Common Elements of the Community. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt Rules and Regulations governing the use of the Common Elements, including a rule setting fees for such use.

4.1.6. Easements for Pedestrian and Vehicular Traffic. The Common Elements shall be, and are hereby made subject to, an easement in favor of the Unit Owners and their invitees, tenants and servants, the Executive Board and the agents and employees of the Executive Board

(i) for pedestrian traffic on, over, through and across sidewalks as the same may from time to time exist, and (ii) for pedestrian and vehicular traffic on, over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

4.1.7. Easements for Maintenance and Repair. The Common Elements shall be and are hereby made subject to the following easements (in addition to any other easements set forth herein) in favor of any Unit or Units for which such easements are necessary: (a) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the Common Elements; and (b) in favor of the Executive Board for inspection of the Units for the purpose of verifying performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection and maintenance of the Common Elements situated in and or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Common Elements and/or Units and for any of the purposes set forth herein. The Executive Board shall take reasonable steps to minimize the interference with the Unit Owners use of his or her Unit resulting from the Association's exercise of rights granted to it pursuant to this Section or any other provision of this Declaration; and (c) in favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units.

4.1.8. Easement for Support. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over every other Unit in a Cluster and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in a Cluster.

4.1.9. Easement for Party Walls. The owners of adjoining Units shall have the continued use of the party walls between the Units for the benefit and support of their Units; provided, however, that such use shall not injure any adjoining Unit or the premises of the other party and shall not impair the party wall benefits and support to which such adjoining Unit is entitled. This easement for party walls shall include the right of any Unit to affect such party wall as necessary: (a) for the installation, repair, maintenance, use, removal and/or replacement of any recess cabinet in the bathroom of Units; and (b) for the installation, repair, maintenance, use, removal and/or replacement of lighting, fixtures, electrical receptacles and the like which are located in a portion of the party wall; provided that, the installation, repair, maintenance, use, removal or replacement of such recess cabinet, fixtures, receptacles and the like will not interfere with any part of the adjacent Unit or impair or structurally weaken the Cluster or adjacent Unit; and (c) for driving and removing nails, screws and bolts into the party walls; providing, that such action will not unreasonably interfere with the use of any part of the adjacent Unit or impair or structurally weaken the Cluster or adjacent Unit; and (d) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and cable television lines and all of the utility lines and conduits which are part of the Unit and which pass across or through a portion of the party walls

4.1.10. Easement for Plumbing. The owners of adjoining Units shall have the continued use of plumbing lines and conduits traversing in the ground belonging to their respective Units in the same Cluster.

4.1.11 Easement for Driveways. Each of the Unit Owners sharing a common entranceway and/or aisleway to a rear driveway shall have an easement to use that entranceway and/or aisleway, provided that no Unit Owner sharing such entranceway and/or aisleway may interfere with the use of the driveway, entranceway and/or aisleway by the other Unit Owner(s) sharing such entranceway and/or aisleway.

4.1.12 Miscellaneous.

a. All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Property, Units and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Executive Board, and Unit Owner, purchaser, mortgagee and any other person having an interest in said Property, Units, Common Elements or any portion thereof.

b. The Units and the Common Elements shall be, and are hereby made subject to easements in favor of Declarant or its designee to come upon the Property for the purpose of tying into and using any and all present easements and utilities on the Property to favor other property owned by the Declarant or its designee and including herein the right specifically, but without limiting the generality of the above, of the Declarant or its designee, to use and tie into the gas, sewer, electric, cable television, water and storm sewer lines presently or soon to be on the Property hereby described.

ARTICLE V
AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in §5219 of the Act, the other Sections of the Act referred to in §5219 thereof and the express provisions of this Declaration. Notwithstanding any such procedures, any amendment of the Declaration affecting the rights of Unit Owners shall require the approval of sixty-seven percent (67%) of the Unit Owners.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by §5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall

be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI
USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Elements. The construction on Units, and the occupancy and use of the Units on which construction has been completed, and the occupancy and use of Common Elements shall be subject to the following restrictions, covenants, rules and regulations of the Association and the Bylaws, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be amended from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto. Initial Rules and Regulations are as follows:

6.1.1 No part of the Property shall be used for anything other than housing for residential purposes for which the Property was designated except as otherwise provided.

6.1.2 No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association. The Common Elements may not be subdivided or developed for any use inconsistent with this Declaration. The Association shall not have the right to sell, assign or transfer any rights in the Common Elements, or any woodlands thereon.

6.1.3 No structure may be erected or maintained on any Unit other than an attached townhouse which is part of a structure and its appurtenant garage. Swimming pools, whether above or in-ground, are prohibited. Notwithstanding the foregoing, the Declarant or its assigns may erect and maintain model, sample or display homes, real estate offices and real estate advertising displays and devices on any Units.

6.1.4 No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purposes.

6.1.5 Except as reserved by the Declarant, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

6.1.6 Except as to the Declarant and its assigns, no signs, advertising or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election and are not installed sooner than twenty-one (21) days before the election. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements. A Unit Owner attempting to sell his or her Unit may place a "For Sale" sign outside his or her Unit which is no larger than permitted under local zoning ordinances.

6.1.7 No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building to the other external structures on the Property and as to the location of the Building with respect to topography and finished ground elevation, and approved in writing by a committee comprised of James C. Rumbaugh, Marcia Rowland and Jill Allan, or by a representative designated by a majority of the members of said committee. Such approval shall not constitute a warranty, express or implied, as to the Building. In the event of death, or resignation of any member of the above-mentioned committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it and if no suit to enjoin the erection of such Building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representative shall cease on the earlier of seven years from the date hereof or the date all Units are owned by unit owners other than Declarant; provided, however, that the Declarant may request the Executive Board at any time to appoint a committee, or itself serve as such committee, to be a successor to the committee appointed by the Declarant, and upon appointment of such committee by the Executive Board, a written instrument shall be duly recorded evidencing the transfer of responsibility for such review to the Association.

6.1.8 No trailer or tent shall be placed on any Unit, other than trailers placed on the Property by Declarant or its agents during the period when construction is occurring in the Community. No shed or storage building may be erected on any Unit without the prior written consent of the committee named in paragraph 6.1.7 or its successor, as to the size, layout, materials, screening, and other aspects of construction and design. No structure other than the Building shall be erected on any Unit nearer to a street on which said Unit abuts than the nearest wall of the Building erected thereon.

6.1.9 There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements without the prior consent of the Executive Board, except as herein expressly provided, and other than obstructions created or placed by Declarant or its agents during the period when construction is occurring in the Community.

6.1.10 No fence shall be erected on any Unit without the written consent of the committee named in paragraph 6.1.7 or its successor Association and no fence shall be built to a height greater than four feet (4') unless required by the ordinances of the Municipality of Monroeville, Allegheny County, and approved as to aesthetics by that same committee or its successor.

6.1.11 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Executive Board.

6.1.12 No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board. No waste shall be committed in the Common Elements.

6.1.13 No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

6.1.14 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Elements. The Common Elements and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

6.1.15 No Unit Owner, nor anyone in a Unit with the permission of the Unit Owner, shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

6.1.16 The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements.

6.1.17 No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the committee named in paragraph 6.1.7 or its successor. The Association may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this

Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.

6.1.18 No improvements, such as hot tubs, jacuzzis, etc., may be affixed to or installed in any Unit without prior written consent of the committee named in paragraph 6.1.7 or its successor.

6.1.19 No commercial trucks, commercial trailers, commercial vans, boats, boat trailers, campers or similar vehicles may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles, boats, boat trailers, campers and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.

6.1.20 The Association and each member thereof, the Executive Board and the Declarant, for so long as it shall own one or more Units, shall have the right to prosecute any person violating or attempting to violate these use restrictions at a proceeding at law or in equity to prevent such violation or continuation of such violation.

6.1.21 The committee named in paragraph 6.1.7 above and its successor shall have the right and authority to waive, change, alter, add to or modify any of the use restrictions contained in those paragraphs of this Section 6.1 over which it has authority in respect to all of the said Units or in respect to any one or more of said Units, provided (a) such waiver, change, alteration, addition or modification shall be made or granted prior to the earlier of seven years from the date hereof or the ownership of all units by unit owners other than Declarant and (b) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations pursuant to which it has been approved.

6.1.22 All Units shall be maintained in good condition. If the Unit Owner plants personal plantings on its Units, all shall be planted within twenty-four inches of the exterior of the Cluster in which the Unit is located, must be properly maintained, and no weeds shall be permitted to grow unchecked.

6.1.23 No Unit Owner shall permit any dumping to occur on his or her Unit.

6.1.24 No Unit Owner shall permit any unlicensed and/or uninsured vehicle to be stored on his or her Unit unless it is stored at all times in the Unit Owner's garage.

6.1.25 If a Unit or any portion thereof or any of the Common Elements is damaged or destroyed by fire or other calamity and the Unit Owner and/or Association, as appropriate, is

not required to rebuild the same under the Act or the rules and regulations of the Association, the Unit Owner or Association, as appropriate, shall be required to remove the damaged area and restore the land to its pre-construction condition to the extent possible.

6.1.26 Only household domestic pets, such as cats, dogs, song birds and fish in aquariums, not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than two (2) such non-aquatic pets are permitted per Unit. In no event shall any pet be permitted in any outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements or the exterior of any Unit. No lines, chains, doghouse or other pet shelters shall be permitted on any Unit and/or portion of the Common Elements. All pets must be properly licensed and vaccinated. No Unit owner shall permit his animal to disturb any other Unit Owner. If any pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board by any Member of the Association, a hearing shall be held and, if a majority of the Executive Board shall so vote, the Unit Owner shall be required to remove the pet permanently from the Property within fifteen (15) days after written notice of the decision of the Executive Board, if so ordered. . No chickens, ducks, geese, turkeys, pigs, other farm animals, snakes and other reptiles and/or insects such as bees may be kept on the Property. Pet waste deposited anywhere in the Community must be disposed of immediately and properly.

6.1.27 Only mailboxes, newspaper receptacles, house numbers and lampposts approved by the committee named in paragraph 6.1.7 or its successor as to aesthetics and location may be installed on a Unit.

6.1.28 Only white or off-white draperies, sheers or mini-blinds may be visible in any window from the exterior of the Unit.

6.1.29 No exterior attachments may be made to any Unit, including, without limitation, basketball hoops, awnings or identification markers, without the prior written consent of the Executive Board. Any planting by a Unit Owner in the Limited Common Elements appurtenant to his or her Unit shall require the prior written consent of the Executive Board; provided, however, that the planting of flowers which are annuals is permitted if located within two feet (2') of the exterior of the residence constructed on that Unit.

61.30 Each Unit Owner shall maintain the following insurance on his or her Unit:

a. Property insurance on all improvements on the Unit, including any Limited Common Elements on the Unit that cannot be insured separately, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.

b. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than $300,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit (and the Limited Common Elements to the extent the Limited Common Elements cannot be insured separately from the Unit).

c. Contents insurance on the personal property retained in the Unit.

Proof of such insurance must be provided to the Declarant and/or Association upon purchase of a Unit by the Unit Owner, and may be required by the Association annually thereafter.

6.1.31. Unit Owners may only park their vehicles in the garages and driveways serving their Unit. There shall be no off-street parking except in designated parking areas, which parking areas constructed throughout the Community for visitors only and not for parking by Unit Owners.

6.2 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration and Bylaws, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII
LEASING

Section 7.1 A Unit Owner may lease any Building constructed on a Unit (but not less than the entire Building and his or her entire Unit) at any time and from time to time provided that (except for a lease made by (i) Declarant or (ii) a mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Building constructed on a Unit may be leased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Building constructed on a Unit may be leased without a written lease; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof, but in any event prior to occupancy of the Unit under said lease; and (4) the rights of any lessee of the Building constructed on a Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Building constructed on a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. The tenant under a lease with Declarant and/or other Unit Owner may sublease that

portion of the Community subject of his or her lease subject to these same conditions, rights and obligations.

ARTICLE VIII
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT; RECREATIONAL FEE

Section 8.1 Common Expenses. Until such time as the first occupancy permit has been issued for occupancy within the Community, no Common Expense assessments shall be made. Common Expenses shall be assessed against all Unit Owners, in accordance with their Percentage Interests, subject to the limitations noted above.

Section 8.2 Monthly Payments. All Common Expense shall be assessed annually, but shall be payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable as determined by the Executive Board.

Section 8.3 Reserve Fund. A Reserve Fund shall be created by the collection, at closing on each sale by Declarant of a Unit of a capital contribution in the amount of $200.00. Builders purchasing a Unit with the intent of constructing a residence for resale may defer payment of the initial capital contribution until closing on the resale. Additions to the Reserve Fund shall be assessed in such amounts and at such times as are determined by the Executive Board against all Units after the Construction Phase, and against Units containing a residence during the Construction Phase.

Section 8.4 Development Charge. The Association shall be required to pay a Development Charge to Declarant or its assigns. The Development Charge will be $2,400 per Unit, including Units created in Additional Real Estate. The Development Charge shall be paid to Declarant by the Association at the rate of Ten Dollars ($10.00) per Unit for two hundred forty (240) months, with payments made quarterly on the first day of each calendar quarter, commencing in October, 2006, based on the number of Units containing residences that have been occupied at least once in that quarter. The purpose of the Development Charge is to reimburse Declarant for the cost of acquiring and developing the Common Elements, causing the same to comply with all environmental regulations and maintaining the Common Elements prior to transfer to the Association. The Development Charge shall be assessed against Unit Owners as a Common Expense, and collected in any manner deemed appropriate by the Association. It is anticipated that it will be collected at the rate of Ten Dollars ($10.00) per Unit per month, for 240 months.

Section 8.5. Priority of Lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§5302(a)(10), (11) and (12) of the Act, shall be a lien on the Unit, having priority as provided in §5315(b) of the Act.

Section 8.6 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses may be held by the Association as reserves for future Common Expenses.

Section 8.7 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 8.8. Delegation of Authority; Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one (1) year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Costs incurred under such management contract shall be a Common Expense. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

Section 8.9. Recreational Fee. The Recreational Fee is $250.00 and is the charge for a one year membership fee in the Haymaker Pool (the " Club"), located in close proximity to the Community. Each Unit Owner, at closing, will be required, as a condition of the Municipality approving the Community, to become a member of the Club for a one-year period. Membership thereafter shall be at the discretion of the Unit Owner. The Recreational Fee will be collected at closing on the purchase of a Unit.

ARTICLE IX
DECLARANT'S RIGHTS

Section 9.1 Control.

9.1.1 Until the 60th day after conveyance of twenty-five percent (25%) of Units (including Units which may be created in Additional Real Estate) to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

9.1.2 Not later than 60 days after conveyance of twenty-five percent (25%) of the Units (including Units which may be created in Additional Real Estate) have been conveyed to

Unit Owners other than Declarant, two of the five members of the Executive Board shall be elected by a group comprised of the Unit Owners other than Declarant.

9.1.3 Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, (ii) 180 days after seventy-five percent (75%) of the Units (including Units which may be created in Additional Real Estate) have been conveyed to Unit Owners other than Declarant, or (iii) two (2) years after Declarant has ceased offering Units for sale, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant shall elect a new five member Executive Board.

ARTICLE X
MORTGAGES

Section 10.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or her Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. The Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE XI
LIMITATION OF LIABILITY

Section 11.1 Standard of Conduct. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

11.1.1 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

11.1.2 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 11.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

11.2.1 One or more of the other officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) reasonably believes to be reliable and competent in the matters presented.

11.2.2 Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

11.2.3 A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 11.3 Limited Liability. No Executive Board member or officer, in his or her capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this Section 11.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 11.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any

proceeding in which he may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

Section 11.5 Directors and Officers Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.4 above, if and to the extent available at reasonable cost.

ARTICLE XII
OPTION TO ADD REAL ESTATE

Section 12.1 Reservation of Option. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add all or any portions of the Additional Real Estate to the Community from time to time in compliance with §5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to add Additional Real Estate may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, except as set forth in §5211 of the Act. There are no other limitations on this option to add the Additional Real Estate except as stated herein. Any assurances provided herein shall be inapplicable if all or any portion of the Additional Real Estate is not added to the Community.

Section 12.2 Effect on Voting Rights, Ownership Interests, and Allocation of Common Expenses Upon the Addition of Additional Real Estate. Contemporaneous with the filing of an amendment to this Declaration adding all or a portion of the Additional Real Estate to Units, the Declarant shall notify the Association of the change in the Percentage Interest and the Identifying Number to be assigned to such additional Units. All Units, whether created in the Property or in Additional Real Estate, shall have one vote in the Community.

Section 12.3 Compatibility of Units To Be Created in Additional Real Estate. All Units created in the Additional Real Estate will be compatible in size, architectural style, quality of construction, and building materials employed in construction with those Units to be created pursuant to this Declaration. The Declarant makes no representations, however, as to where any Units or other improvements will be located within the Additional Real Estate.

Section 12.4 Applicability of Use Restrictions. All use restrictions and other restrictions created herein shall be equally applicable to all Units created in Additional Real Estate, the same as if such Units had been an original part of the Community.

IN WITNESS WHEREOF, the said Haymaker Associates, L.P. has caused its name to be signed to these presents by its authorized representative on this 11th day of September, 2006.

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

Marcia Hill

By: James C. Rumbaugh
James C. Rumbaugh, President

J:\RE\49036\HAYMAKER\declaration.doc

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Arla J. Seybert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 11th day of September, 2006.

Arla J. Seybert
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Arla J. Seybert, Notary Public
Plum Boro, Allegheny County
My Commission Expires July 13, 2008
Member, Pennsylvania Association Of Notaries

Exhibit A
Haymaker Pointe Condominium
Multi-Family Units

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B, and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

As shown in the Plats and Plans for Haymaker Pointe Condominium, recorded in Plan Book Volume 255, page 140 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

EXHIBIT "B"

1. ALL COAL AND MINING RIGHTS AND ALL RIGHTS RELATING THERETO.

   THIS DOCUMENT DOES NOT INCLUDE OR INSURE THE TITLE TO THE COAL AND THE RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

2. OPEN-END MORTGAGE AND SECURITY AGREEMENT FROM HAYMAKER ASSOCIATES, L.P. TO S&T BANK, DATED JANUARY 20, 2006, AND RECORDED JANUARY 23, 2006, IN THE RECORDER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA IN MORTGAGE BOOK VOLUME 31401, PAGE 200 IN THE AMOUNT OF $2,400,000.00.

3. ALL MATTERS AS SHOWN ON BRIAN & ROSS SUBDIVISION NO. 2 AS RECORDED IN PLAN BOOK VOLUME 237, PAGE 29.

4. MEMORANDUM OF OIL AND GAS LEASE FROM JAMES BRIAN TO HUNTLEY & HUNTLEY, INC. DATED JUNE 1 1998 AND RECORDED IN DEED BOOK VOLUME 10346, PAGE 237 AS AMENDED BY ADDENDUM TO OIL AND GAS LEASE DATED JANUARY 9, 2005 AND RECORDED ON JANUARY 23, 2006 IN DEED BOOK VOLUME 12728, PAGE 35.

5. OIL AND GAS LEASE FROM S M BRINTON JR. TO CARNEGIE NATURAL GAS CO. DATED DECEMBER 30, 1907 AND RECORDED IN OIL AND GAS BOOK 20, PAGE 259.

6. OIL AND GAS LEASE FROM S M BRINTON JR. TO CARNEGIE NATURAL GAS CO. DATED DECEMBER 30, 1907 AND RECORDED IN OIL AND GAS BOOK 20, PAGE 260.

7. OIL AND GAS LEASE FROM M BRINTON TO JAMES S. GALLAHER RECORDED ON OCTOBER 2, 1913 AND RECORDED IN DEED BOOK VOLUME 1787, PAGE 314.

8. OIL AND GAS LEASE FROM CYDONIA C. BRINTON ET AL TO THE PEOPLES NATURAL GAS CO. DATED MARCH 9, 1918 AND RECORDED IN DEED BOOK VOLUME 1923, PAGE 515.

9. OIL AND GAS LEASE FROM JENNIE BRINTON ET AL TO THE PEOPLES NATURAL GAS CO.. DATED MARCH 9, 1918 AND RECORDED IN DEED BOOK VOLUME 1923, PAGE 517.

10. OIL AND GAS LEASE FROM CYDONIA C. BRINTON ET AL TO THE PEOPLES NATURAL GAS CO. DATED APRIL 5, 1923 AND RECORDED IN DEED BOOK VOLUME 2161, PAGE 717.

11. ENCROACHMENT OF TENNIS COURT AS SHOWN ON BRIAN & ROSS SUBDIVISION NO. 2 AS RECORDED IN PLAN BOOK VOLUME 237, PAGE 29.

12. THE FOLLOWING ITEMS AS SHOWN ON HAYMAKER POINTE PLAN AS RECORDED IN THE RECORDER OF DEEDS OFFICE OF ALLEGHENY COUNTY ON JANUARY 6, 2006 IN PLAN BOOK VOLUME 252, PAGE 183:

A. TWENTY (20') FOOT EASEMENT
B. FIFTEEN (15') ROOF DRAIN EASEMENT
C. TWENTY (20') FOOT BUILDING LINE
D. TWENTY (20') FOOT UTILITY EASEMENT
E. GASWELL EASEMENT
F. STORMWATER BASIN NO. 1 & NO. 2
G. ACCESS EASEMENT
H. FORTY (40') FOOT RIGHT OF WAY FOR HORIZON DRIVE
I. FORTY (40') FOOT RIGHT OF WAY FOR MORNINGTIDE COURT
J. FORTY (40') FOOT RIGHT OF WAY FOR BRIAN COURT
K. RAIN GARDEN BIORENTENTION AREAS
L. UTILITY DETENTION BASIN AND GASWELL EASEMENT
M. FORTY (40') FOOT BUFFER
N. FIFTEEN (15') SANITARY EASEMENT
O. UTILITY EASEMENT
P. SIGN EASEMENT
Q. FIFTEEN (15') DRAINAGE EASEMENT
R. DRAINAGE EASEMENT

13. EASEMENT AGREEMENT BY AND BETWEEN MATTHEW M. BRIAN AND ELIZABETH D. BRIAN AND JAMES G. BRIAN AND EVIE M. ROSS SPRINGFIELD AND JOINED IN BY HAYMAKER ASSOCIATES, L.P. DATED JANUARY 9, 2006 AND RECORDED IN DEED BOOK VOLUME 12728, PAGE 27.

14. MUTUAL EASEMENT AGREEMENT BY AND BETWEEN JAMES E. BRIAN AND EVIE M. ROSS SPRINGFIELD AND HAYMAKER ASSOCIATES, L.P. DATED JANUARY 20, 2006 AND RECORDED IN DEED BOOK VOLUME 12728, PAGE 47.

15. RIGHT OF WAY FROM HAYMAKER ASSOCIATES, L.P. TO DUQUESNE LIGHT CO. RECORDED JUNE 6, 2006 AND RECORDED IN DEED BOOK VOLUME 12872, PAGE 183.

Exhibit C
Additional Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
Lot 4 consisting of Units A, B, C and D
Lot 5 consisting of Units A, B and C
Lot 6 consisting of Units A, B, C and D
Lot 7 consisting of Units A, B and C
Lot 8 consisting of Units A, B and C
Lot 9 consisting of Units A, B and C
Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D, E and F
Lot 15 consisting of Units A, B, C, D, E and F

As shown in the Plats and Plans for Haymaker Pointe Condominium, recorded in Plan Book Volume 255, page 140 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

EXHIBIT D
IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

Lot	Address	Percent
1A	110 Horizon Drive	1.25%
1B	112 Horizon Drive	1.25%
1C	114 Horizon Drive	1.25%
1D	116 Horizon Drive	1.25%
1E	118 Horizon Drive	1.25%
1F	120 Horizon Drive	1.25%
2A	124 Horizon Drive	1.25%
2B	126 Horizon Drive	1.25%
2C	128 Horizon Drive	1.25%
2D	130 Horizon Drive	1.25%
2E	132 Horizon Drive	1.25%
3A	200 Horizon Drive	1.25%
3B	202 Horizon Drive	1.25%
3C	204 Horizon Drive	1.25%
3D	206 Horizon Drive	1.25%
3E	208 Horizon Drive	1.25%
4A	220 Horizon Drive	1.25%
4B	222 Horizon Drive	1.25%
4C	224 Horizon Drive	1.25%
4D	226 Horizon Drive	1.25%
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5B	302 Horizon Drive	1.25%
5C	304 Horizon Drive	1.25%
5D	306 Horizon Drive	1.25%
6A	316 Horizon Drive	1.25%
6B	318 Horizon Drive	1.25%
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12B	42 Morningtide Court	1.25%
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13B	43 Morningtide Court	1.25%

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IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

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14A	33 Morningtide Court	1.25%
14B	31 Morningtide Court	1.25%
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17B	1014 Brian Court	1.25%
17C	1016 Brian Court	1.25%
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18B	1015 Brian Court	1.25%
18C	1013 Brian Court	1.25%
18D	1011 Brian Court	1.25%
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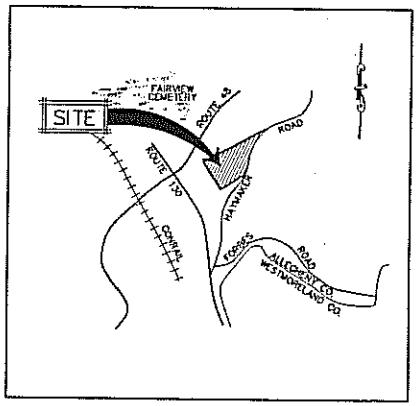
20A	107 Horizon Drive	1.25%
20B	105 Horizon Drive	1.25%
20C	103 Horizon Drive	1.25%
20D	101 Horizon Drive	1.25%

PLATS AND PLANS
HAYMAKER POINTE CONDOMINIUM

DECLARING LOTS 16–20 and CLUBHOUSE
(INCLUSIVE)



LOCATION MAP
NOT TO SCALE

Doc Bk Vol Pg Borough
37A PLN 255 140 2
Dec 04:2006

HAYMAKER ASSOCIATES, L.P., THE MERITAGE GROUP INC., GENERAL PARTNER, JAMES RUMBAUGH, PRESIDENT, DECLARES THAT:

1. IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LIKE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON ERECTED OR OWNED BY HAYMAKER ASSOCIATES, L.P., AND THE EASEMENTS, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. §3101

2. IT DESIRES THIS DECLARATION PLAT AND PLAN BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS THEREOF, THE PRESIDENT OF THE MERITAGE GROUP, INC., GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS 31st DAY OF August, 2006.

Marcia Hill
ATTEST:

Jon C. Rumbaugh
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

ON THIS 31st DAY OF August, 2006, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RUMBAUGH, PRESIDENT OF THE MERITAGE GROUP, INC. GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SUCH OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE MERITAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Notarial Seal
John J. Boehm, Notary Public
Plum Boro, Allegheny County
My Commission Expires July 13, 2008
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

MY COMMISSION EXPIRES: 07-13, 2008.

I, JOSEPH R. DIETRICK, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (b)(1–3), 6, 7, 8, 12 & 13 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 PA. C.S.A. § 3101 (THE "ACT"). SUBSECTIONS (b) 4, 5, 9, 10, & 11 AND SUBSECTION (c) OF SECTION 3210 OF THE ACT ARE INAPPLICABLE TO HAYMAKER POINTE CONDOMINIUM.

August 29, 2006
DATE

FAHRINGER, McCARTY, GREY, INC.
JOSEPH R. DIETRICK – AGENT
REGISTRATION NO. SU-043941-E

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE RECORDER OF DEEDS OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY, PLAN BOOK VOLUME 255 PAGE(S) 140.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF September, 2006.

Valerie McDonald Roberts
RECORDER

SURVEYOR
JOSEPH R. DIETRICK
LAND SURVEYOR
PA. NUMBER

RECORDER
RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

JOB NO. 4179-01
DISK FILE: 4179-01PP.dwg

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

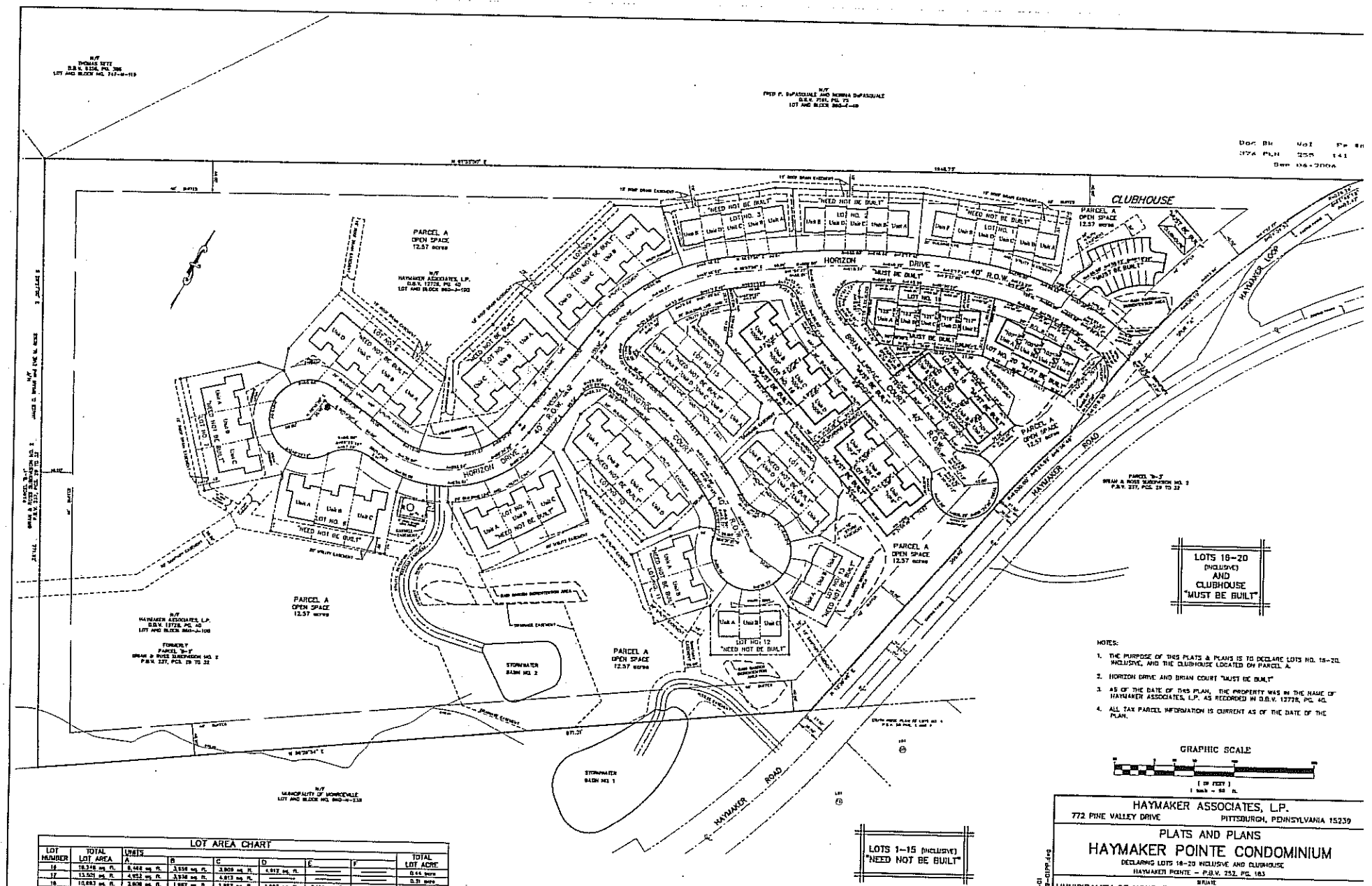
PLATS AND PLANS
HAYMAKER POINTE CONDOMINIUM
DECLARING LOTS 16-20 INCLUSIVE AND CLUBHOUSE
HAYMAKER POINTE – P.B.V. 252, PG. 183

MUNICIPALITY OF MONROEVILLE STATE ALLEGHENY COUNTY, PA

▲ FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0599
JOSEPH R. DIETRICK – PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN
DATE: AUG. 15, 2006
REVISIONS
DRAWN BY: R.A.M./A.H
CALC. BY: R.A.M./M.B
CHK'D. BY: JRD

SHEET NO. 1 OF 2 B – 3607



NOTES:

1. THE PURPOSE OF THIS PLATS & PLANS IS TO DECLARE LOTS NO. 16-20, INCLUSIVE, AND THE CLUBHOUSE LOCATED ON PARCEL A.
2. HORIZON DRIVE AND BRIAN COURT "MUST BE BUILT"
3. AS OF THE DATE OF THIS PLAN, THE PROPERTY WAS IN THE NAME OF HAYMAKER ASSOCIATES, L.P. AS RECORDED IN D.B.V. 12728, PG. 40.
4. ALL TAX PARCEL INFORMATION IS CURRENT AS OF THE DATE OF THE PLAN.

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LOT AREA CHART

LOT NUMBER	TOTAL LOT AREA	UNITS A	B	C	D	E	F	TOTAL LOT ACRE
16	10,348 sq. ft.	3,558 sq. ft.	3,558 sq. ft.	3,809 sq. ft.	4,917 sq. ft.			0.44 acre
17	13,501 sq. ft.	4,952 sq. ft.	3,938 sq. ft.	4,613 sq. ft.				0.31 acre
18	13,883 sq. ft.	3,808 sq. ft.	1,987 sq. ft.	1,982 sq. ft.	1,982 sq. ft.	2,100 sq. ft.		0.29 acre
19	17,662 sq. ft.	2,287 sq. ft.	2,087 sq. ft.	2,082 sq. ft.	2,048 sq. ft.	2,913 sq. ft.		0.37 acre
20	15,364 sq. ft.	3,180 sq. ft.	2,087 sq. ft.	2,042 sq. ft.	3,038 sq. ft.			0.74 acre

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS

HAYMAKER POINTE CONDOMINIUM

DECLARING LOTS 16-20 INCLUSIVE AND CLUBHOUSE
HAYMAKER POINTE – P.B.V. 252, PG. 183
PRIVATE

MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0599
JOSEPH R. DIETRICK – PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN
DRAWN BY: R.A.M./J.M.
CALC. BY: R.A.M./M.R.
CHK'D. BY: JRD

DATE
AUG. 16, 2006
REVISIONS

JOB NO. 4179-01
DESK FILE: 4179-01PP.dwg

SHEET NO. 2 OF 2 B – 3606

60 2007 00008864

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-8864

Recorded On: March 29, 2007 As-Deed Agreement

Parties: HAYMAKER ASSOCIATES L P

To HAYMAKER ASSOCIATES L P

# of Pages: 11

Comment: AMEND DECL

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		57.00
Pages > 4	6	
Names > 4	0	
Total:		57.00

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER

Date: 3-19-2008 Int. By: SB

DECLARATION

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2007-8864
Receipt Number: 882781
Recorded Date/Time: March 29, 2007 10:30:57A
Book-Vol/Pg: BK-DE VL-13186 PG-489
User / Station: K Greenwade - Cash Super 06

Record and Return To:

ROTHMAN GORDON
WILL CALL
PITTSBURGH PA 15219

Valerie McDonald-Roberts Recorder of Deeds

Will call: Rothman Gordon

FIRST AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

WHEREAS, pursuant to the Declaration of Haymaker Pointe, a Planned Community, dated September 26, 2006, filed of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 13006 , Page 18 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Haymaker Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and

WHEREAS, Exhibit "A" of the Declaration contained the legal description of the Submitted Real Estate and Exhibit "C" of the Declaration contained the legal description of the Additional Real Estate; and

WHEREAS, Exhibit "D" of the Declaration contains the list of Unit Numbers and their percentage interests in the Community; and

WHEREAS, Exhibit "E" of the Declaration contains the Plats and Plans of the Community; and

WHEREAS, pursuant to Article XII of the Declaration, and Section 5211 of the Act, Declarant has the right to bring none, all or some of the Additional Real Estate into the Community; and

WHEREAS, Declarant has determined to bring some of the Additional Real Estate into the Community; and

WHEREAS, by bringing some of the Additional Real Estate into the Community, the legal descriptions of the Submitted Real Estate and Additional Real Estate will change, additional units will be created with identifying numbers, and the Plats and Plans will be modified to show the change in designation of some of the Property from Additional Real Estate to Submitted Real Estate.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.

2. Amendments.

A. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and incorporated herein.

B. Exhibit "C" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "C" attached hereto and incorporated herein.

C. Units 16, 17, 18, 19 and 20 are hereby created as part of the Community, and Exhibit "D" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "D" attached hereto and incorporated herein.

D. The portion of the Plats and Plans identifying the Additional Real Estate, being page 2 of Exhibit "E" is hereby deleted and replaced by Exhibit "E" attached hereto and incorporated herein.

3. Reaffirmation. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this First Amendment to Declaration is filed by Haymaker Associates, L.P., on the 26th day of March, 2007.

ATTEST:

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

By: _____
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Arla J. Seybert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing First Amendment to Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 26th day of March, 2007.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Arla J. Seybert, Notary Public
Plum Boro, Allegheny County
My Commission Expires July 13, 2008
Member, Pennsylvania Association Of Notaries

J:\RE\49036\HAYMAKER\1st amd to dec.doc

Exhibit A
Haymaker Pointe a Planned Community
Submitted Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B, and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

As shown in the Plats and Plans for Haymaker Pointe a Planned Community, Amendment 2 recorded in Plan Book Volume 257, page 163 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Exhibit C
Additional Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
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Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D and E
Lot 15 consisting of Units A, B, C, D, E and F
All of Parcel A

As shown in the Plats and Plans for Haymaker Pointe a Planned Community Amendment 2, recorded in Plan Book Volume 257, page 163 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

EXHIBIT D
IDENTIFYING NUMBERS OF EACH UNIT & PERCENTAGE INTERESTS

Lot	Address	Percent
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20C	103 Horizon Drive	1.25%
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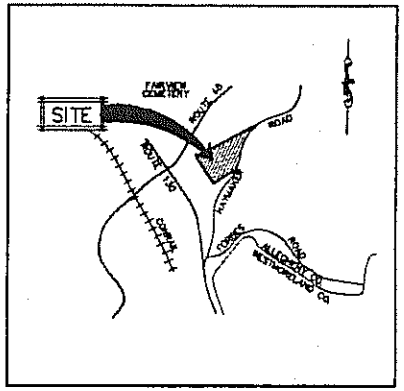
Exhibit E

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 2

DECLARING LOTS 16–20 and CLUBHOUSE
(INCLUSIVE)



LOCATION MAP
NOT TO SCALE

HAYMAKER ASSOCIATES, L.P., THE HERITAGE GROUP INC., GENERAL PARTNER, JAMES RUMBAUGH, PRESIDENT, DECLARES THAT:

1. IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LIKE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON ERECTED OR OWNED BY HAYMAKER ASSOCIATES, L.P., AND THE EASEMENTS, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. §3101

2. IT DEEMED THIS DECLARATION PLAT AND PLAN BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS THEREOF, THE PRESIDENT OF THE HERITAGE GROUP, INC., GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS 9th DAY OF March, 2007.

Maria Hill
ATTEST

Jon C. Rumbaugh
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

ON THIS 9th DAY OF March, 2007, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RUMBAUGH, PRESIDENT OF THE HERITAGE GROUP, INC. GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SUCH OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE HERITAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

Notarial Seal
Ada J. Sykut, Notary Public
City of Monroeville, Allegheny County
My Commission Expires July 13, 2008
Member, Pennsylvania Association of Notaries

Ada J. Sykut
NOTARY PUBLIC

MY COMMISSION EXPIRES July 13th, 2008.

Doc ID Vol Pg Rec'd
RES PLN 257 149
Rec 257:21127

I hereby certify that the title to the property contained in Haymaker Pointe is in the name of Haymaker Associates, L.P. and is recorded in Deed Book Volume 252, Page 183.

Maria Hill
Witness

Jon C. Rumbaugh
James Rumbaugh

I, JOSEPH R. DIETRICK, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (b)(1-3), 6, 7, 8, 12 & 13 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 PA. C.S.A. § 3101 (THE "ACT"), SUBSECTIONS (b) 4, 5, 9, 10, & 11 AND SUBSECTION (a) OF SECTION 3219 OF THE ACT ARE INAPPLICABLE TO HAYMAKER POINTE CONDOMINIUM.

March 8, 2007
DATE

FAHRINGER, McCARTY, GREY, INC.
JOSEPH R. DIETRICK – AGENT
REGISTRATION NO. SU-043841-E

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS

RECORDED IN THE RECORDER OF DEEDS OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY, BY INSTRUMENT NUMBER 257 PG. 149.

GIVEN UNDER MY HAND AND SEAL THIS 20th DAY OF March, 2007.

James Hilvard
RECORDER

PLATS AND PLANS AMENDMENT HISTORY
PLAN RECORDED:
PLAN BOOK VOLUME 252 PAGE 183 JANUARY 6, 2006
PLATS AND PLANS:
PLAN BOOK VOLUME 255 PAGE 140 SEPTEMBER 8, 2006
AMENDMENT 1:
PLAN BOOK VOLUME 256 PAGE 139 DECEMBER 11, 2006
AMENDMENT 2:

SURVEYOR
JOSEPH R. DIETRICK
REGISTERED PROFESSIONAL LAND SURVEYOR
COMMONWEALTH OF PENNSYLVANIA

RECORDER
RECORDER OF DEEDS
ALLEGHENY COUNTY, PA

JOB NO. 4175-01
DWK FILE: 4175-01PP.dwg

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 2
DECLARING LOTS 16–20 INCLUSIVE AND CLUBHOUSE
HAYMAKER POINTE – P.B.V. 252, PG. 183

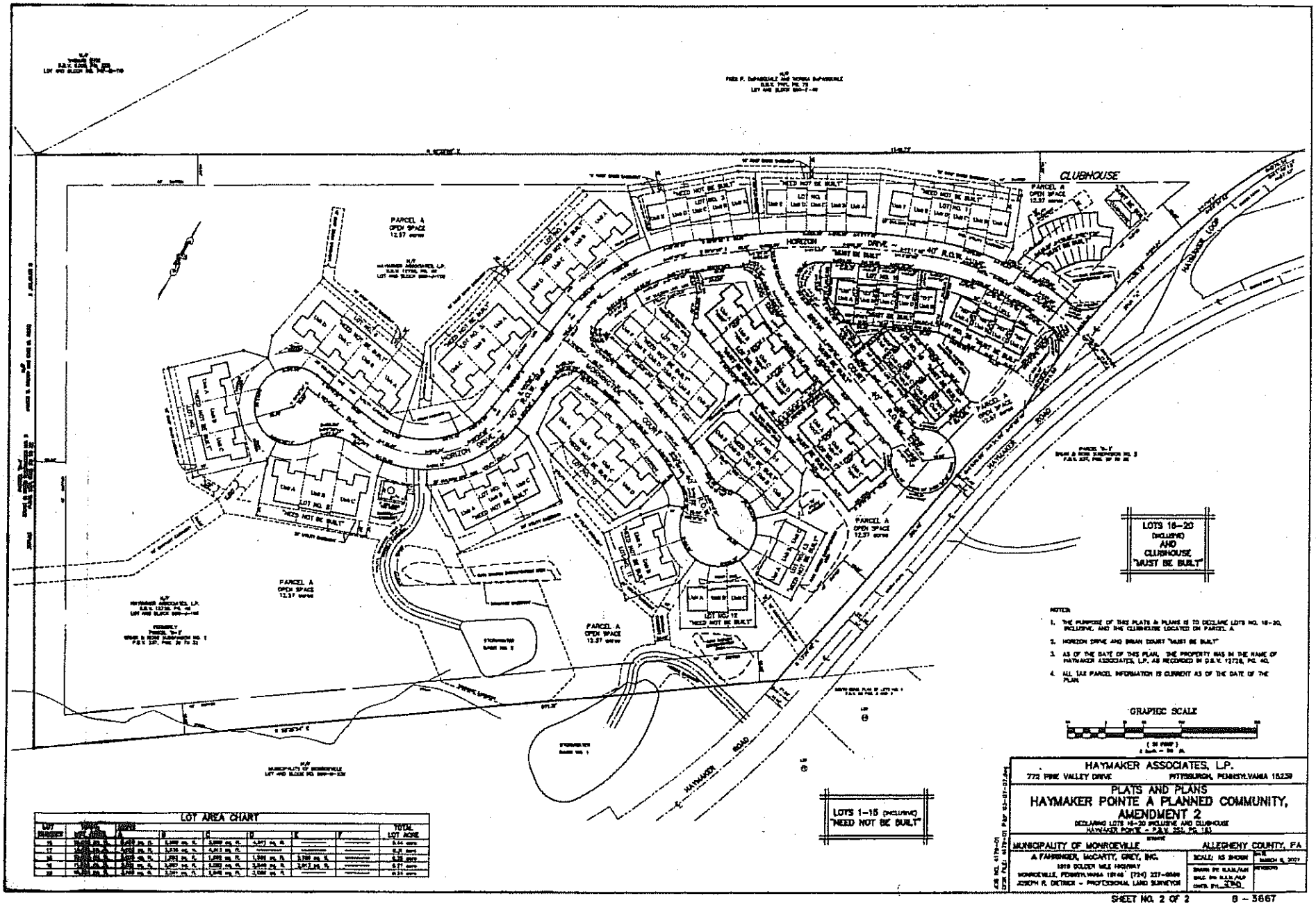
MUNICIPALITY OF MONROEVILLE — ALLEGHENY COUNTY, PA

A FAHRINGER, McCARTY, GREY, INC.
3800 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0999
JOSEPH R. DIETRICK – PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 50'
DRAWN BY: R.A.S./A.H.
CALC BY: R.A.S./A.H.
CHK'D BY: JRD

DATE: MARCH 6, 2007
REVISIONS:

SHEET NO. 1 OF 2 B-3668



NOTES:

1. THE PURPOSE OF THIS PLATS & PLANS IS TO DECLARE LOTS NO. 16-20, INCLUSIVE, AND THE CLUBHOUSE LOCATED ON PARCEL A.
2. HORIZON DRIVE AND BRIAN COURT "MUST BE BUILT"
3. AS OF THE DATE OF THIS PLAN, THE PROPERTY WAS IN THE NAME OF HAYMAKER ASSOCIATES, L.P. AS RECORDED IN D.B.V. 11728, PG. 40.
4. ALL TAX PARCEL INFORMATION IS CURRENT AS OF THE DATE OF THE PLAN.

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LOT AREA CHART

LOT NUMBER	TOTAL LOT AREA	A	B	C	D	E	F	TOTAL LOT AREA
16	[illegible] sq. ft.	2,400 sq. ft.	2,400 sq. ft.	2,000 sq. ft.	1,977 sq. ft.			0.14 acres
17	[illegible] sq. ft.	2,400 sq. ft.	2,400 sq. ft.	2,421 sq. ft.				0.28 acres
18	[illegible] sq. ft.	2,400 sq. ft.	2,400 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	3,100 sq. ft.		0.28 acres
19	[illegible] sq. ft.	2,400 sq. ft.	2,400 sq. ft.	2,000 sq. ft.	2,000 sq. ft.	2,917 sq. ft.		0.21 acres
20	[illegible] sq. ft.	2,400 sq. ft.	2,400 sq. ft.	2,000 sq. ft.	2,000 sq. ft.			0.21 acres

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 2
DECLARING LOTS 16-20 INCLUSIVE AND CLUBHOUSE
HAYMAKER POINTE - P.A.V. 255, PG. 183

MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA.

A. FAHRINGER, McCARTY, GREY, INC.
1019 BOLDER MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-6560
JOSEPH R. DIETRICK - PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN
DATE: MARCH 9, 2007
DRAWN BY: R.A.R./A.M.
DWG. No. R.A.R./A.M.
CHK'D. BY: J.R.D.
REVISIONS

SHEET NO. 2 OF 2 B - 3667

FIRST AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

Mail To:

Rosanna Miller
Rothman Gordon, PC.
310 Grant Street
Third Floor - Grant Building
Pittsburgh, Pennsylvania 15219

J:\RE\49036\024\backings PARTIAL RELEASE OF MORTGAGE.doc

REV-183 EX (11-04)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	1,680
Book Number	185
Page Number	Sep 06, 2011
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name	Telephone Number:
THOMAS R. SOLOMICH, ESQUIRE	(412) 338-1106

Street Address	City	State	Zip Code
310 GRANT STREET THIRD FLOOR GRANT BUILDING	PITTSBURGH	PA	15219

B. TRANSFER DATA

Date of Acceptance of Document June 21, 2011

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
Haymaker Associates, L.P.	Haymaker Pointe Homeowners Association
Street Address: 772 Pine Valley Drive	Street Address: c/o Elite Management Services Group 138 N McDonald #200

City	State	Zip Code	City	State	Zip Code
Pittsburgh	PA	15239	McDonald	PA	15057

C. PROPERTY LOCATION

Street Address	City, Township, Borough
Parcel A, Parcel A-1 and Parcel B	Municipality of Monroeville

County	School District	Tax Parcel Number
Allegheny	Gateway	860-J-100, 860-J-43 and 860-E-58

D. VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
0.00	+ 0.00	= 0.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Fair Market Value**
2,700.00	X 1.16	= 3,132.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100.00	100

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.) COMMON AREAS TRANSFER TO A HOMEOWNERS ASSOCIATION

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
Thomas R. Solomich	9-6-11

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

60 2007 00031608

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2007-31608

Recorded On: October 02, 2007 As-Deed Agreement

Parties: HAYMAKER ASSOCIATES L P

To HAYMAKER ASSOCIATES L P

# of Pages: 7

Comment: AMENDED DECLARATION

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		49.00
Pages > 4	2	
Names > 4	0	
Total:		49.00

Michael J. Suley, Manager - BLOCK AND LOT NUMBER

Date: 10-4-2007 Int. By: SB

DECLARATION

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2007-31608
Receipt Number: 1006180
Recorded Date/Time: October 02, 2007 11:00:01A
Book-Vol/Pg: BK-DE VL-13394 PG-101
User / Station: C Carson - Cash Super 06

Record and Return To:

THE MERITAGE GROUP L P
772 PINE VALLEY DRIVE
PITTSBURGH PA 15239

Valerie McDonald-Roberts Recorder of Deeds

MAIL TO: The Meritage Group
772 Pine Valley Drive
Pgh PA 15239

SECOND AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

WHEREAS, pursuant to the Declaration of Haymaker Pointe, a Planned Community, dated September 26, 2006, filed of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 13006 , Page 18 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Haymaker Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and

WHEREAS, Exhibit "A" of the Declaration contained the legal description of the Submitted Real Estate and Exhibit "C" of the Declaration contained the legal description of the Additional Real Estate; and

WHEREAS, Exhibit "E" of the Declaration contains the Plats and Plans of the Community; and

WHEREAS, pursuant to Article XII of the Declaration, and Section 5211 of the Act, Declarant has the right to bring none, all or some of the Additional Real Estate into the Community; and

WHEREAS, Declarant has determined to bring some of the Additional Real Estate into the Community; and

WHEREAS, by bringing some of the Additional Real Estate into the Community, the legal descriptions of the Submitted Real Estate and Additional Real Estate will change, additional units will be created with identifying numbers, and the Plats and Plans will be modified to show the change in designation of some of the Property from Additional Real Estate to Submitted Real Estate.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.

2. Amendments.

A. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and incorporated herein.

B. Exhibit "C" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "C" attached hereto and incorporated herein.

C. Units 4, 10 and 11 are hereby created as part of the Community.

D. The portion of the Plats and Plans identifying the Additional Real Estate, being page 2 of Exhibit "E" is hereby deleted and replaced by Exhibit "E" attached hereto and incorporated herein.

3. Reaffirmation. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this First Amendment to Declaration is filed by Haymaker Associates, L.P., on the 1st day of October, 2007.

ATTEST:

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

Marcia Gill

By: James C. Rumbaugh
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Arla J Seybert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing First Amendment to Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 1st day of October, 2007.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Arla J. Seybert, Notary Public
Plum Boro, Allegheny County
My Commission Expires July 13, 2008
Member, Pennsylvania Association Of Notaries

J:\RE\49036\HAYMAKER\1st amd to dec.doc

Exhibit A
Haymaker Pointe a Planned Community
Submitted Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 4 consisting of Units A, B, C and D
Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B, and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

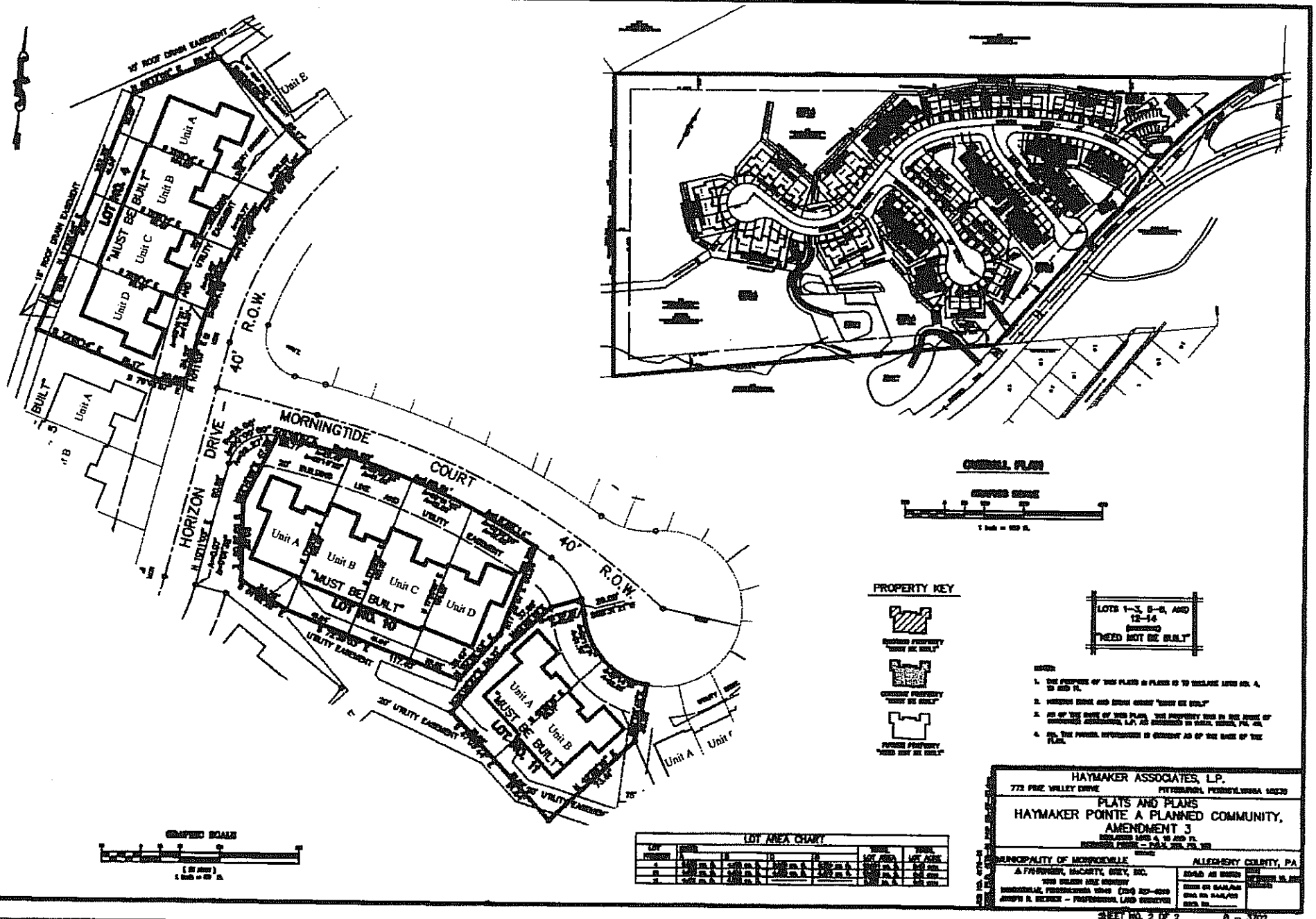
As shown in the Plats and Plans for Haymaker Pointe a Planned Community, Amendment 3 recorded in Plan Book Volume 260, page 12 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Exhibit C
Additional Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
Lot 5 consisting of Units A, B and C
Lot 6 consisting of Units A, B, C and D
Lot 7 consisting of Units A, B and C
Lot 8 consisting of Units A, B and C
Lot 9 consisting of Units A, B and C
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D and E
Lot 15 consisting of Units A, B, C, D, E and F
All of Parcel A

As shown in the Plats and Plans for Haymaker Pointe a Planned Community Amendment 3, recorded in Plan Book Volume 260, page 12 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.


MORNINGTIDE COURT
HORIZON DRIVE
40' R.O.W.
Unit A
Unit B
Unit C
Unit D
"MUST BE BUILT"
LOT NO. 10
LOT NO. 11
20' UTILITY EASEMENT
OVERALL PLAN
PROPERTY KEY
LOTS 1-3, 5-8, AND 12-14
"NEED NOT BE BUILT"
GRAPHIC SCALE
LOT AREA CHART
HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE
PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 3
MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PA
A. FAIRMAN, McCARTY, GREY, INC.
SHEET NO. 2 OF 2
6 - 3702

60 2008 00002336

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2008-2336

Recorded On: January 25, 2008 As-Deed Agreement

Parties: HAYMAKER POINTE

To HAYMAKER ASSOCIATES L P

# of Pages: 9

Comment: THIRD AMEND DECL

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		53.00
Pages > 4	4	
Names > 4	0	
Total:		53.00

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2008-2336
Receipt Number: 1067473
Recorded Date/Time: January 25, 2008 11:25:03A
Book-Vol/Pg: BK-DE VL-13504 PG-244
User / Station: J Clark - Cash Super 07

Record and Return To:

MERITAGE GROUP
772 PINE VALLEY DR
PITTSBURGH PA 15239

Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive

MEritage Group
772 Pine Valley Dr.
Pgh, PA 15239

THIRD AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

WHEREAS, pursuant to the Declaration of Haymaker Pointe, a Planned Community, dated September 26, 2006, filed of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 13006 , Page 18 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Haymaker Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and

WHEREAS, Exhibit "A" of the Declaration contained the legal description of the Submitted Real Estate and Exhibit "C" of the Declaration contained the legal description of the Additional Real Estate; and

WHEREAS, Exhibit "E" of the Declaration contains the Plats and Plans of the Community; and

WHEREAS, pursuant to Article XII of the Declaration, and Section 5211 of the Act, Declarant has the right to bring none, all or some of the Additional Real Estate into the Community; and

WHEREAS, Declarant has determined to bring some of the Additional Real Estate into the Community; and

WHEREAS, by bringing some of the Additional Real Estate into the Community, the legal descriptions of the Submitted Real Estate and Additional Real Estate will change, additional units will be created with identifying numbers, and the Plats and Plans will be modified to show the change in designation of some of the Property from Additional Real Estate to Submitted Real Estate.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.

2. Amendments.

A. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and incorporated herein.

B. Exhibit "C" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "C" attached hereto and incorporated herein.

C. Units 1, 2, 3, 5, 6 and 7 are hereby created as part of the Community.

D. The portion of the Plats and Plans identifying the Additional Real Estate, being page 2 of Exhibit "E" is hereby deleted and replaced by Exhibit "E" attached hereto and incorporated herein.

3. Reaffirmation. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this First Amendment to Declaration is filed by Haymaker Associates, L.P., on the 24th day of January, 2008.

ATTEST:

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

Marcia Gill

By: James C. Rumbaugh, President

NVR Inc.

Marcia Gill

By: Anthony DePretis, Vice President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

I, Jill Allan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing Third Amendment to Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 24th day of January, 2008.

Jill Allan
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jill Allan, Notary Public
Plum Boro, Allegheny County
My Commission Expires May 25, 2010
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

I, Alice J. Iorio, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony DePretis, whose name is subscribed to the foregoing Third Amendment to Declaration of Planned Community as Vice President of NVR Inc. personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 17th day of January, 2008.

Alice J. Iorio
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Alice J. Iorio, Notary Public
Aleppo Twp., Allegheny County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

Exhibit A
Haymaker Pointe a Planned Community
Submitted Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
Lot 4 consisting of Units A, B, C and D
Lot 5 consisting of Units A, B and C
Lot 6 consisting of Units A, B, C and D
Lot 7 consisting of Units A, B, and C
Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B, and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

As shown in the Plats and Plans for Haymaker Pointe a Planned Community, Amendment 4 recorded in Plan Book Volume 261, page 41 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Exhibit C
Additional Real Estate

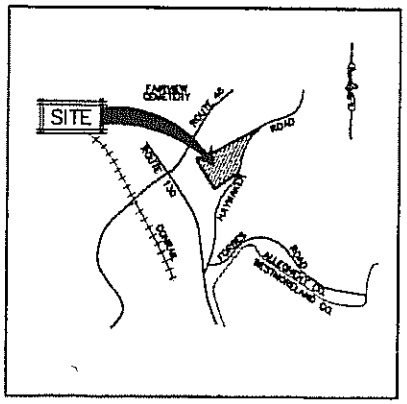
All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 8 consisting of Units A, B and C
Lot 9 consisting of Units A, B and C
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D and E
Lot 15 consisting of Units A, B, C, D, E and F
All of Parcel A

As shown in the Plats and Plans for Haymaker Pointe a Planned Community Amendment 4, recorded in Plan Book Volume 261, page 41 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 4

DECLARING LOTS 1, 2, 3, 5, 6, AND 7



LOCATION MAP
NOT TO SCALE

HAYMAKER ASSOCIATES, L.P., THE HERITAGE GROUP INC., GENERAL PARTNER, JAMES RUMBAUGH, PRESIDENT, DECLARES THAT:

1. IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LIKE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON ERECTED OR OWNED BY HAYMAKER ASSOCIATES, L.P., AND THE EASEMENTS, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. § 3101

2. IT DESIRES THAT DECLARATION PLAT AND PLAN BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS THEREOF, THE PRESIDENT OF THE HERITAGE GROUP, INC., GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS ____ DAY OF _____, 20____.

ATTEST: _____ PRESIDENT _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RUMBAUGH, PRESIDENT OF THE HERITAGE GROUP, INC. GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SUCH OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE HERITAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____, 20____.

I hereby certify that the title to the property contained in Haymaker Pointe is in the name of Haymaker Associates, L.P. and is recorded in Deed Book Volume 252, Page 163.

Witness _____ James Rumbaugh _____

I, JOSEPH R. DIETRICK, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (b)(1-3), 6, 7, 8, 12 & 13 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 PA. C.S.A. § 3101 (THE "ACT"). SUBSECTIONS (b) 4, 5, 9, 10, & 11 AND SUBSECTION (a) OF SECTION 3210 OF THE ACT ARE INAPPLICABLE TO HAYMAKER POINTE CONDOMINIUM.

DATE _____ FAHRINGER, McCARTY, GREY, INC.
JOSEPH R. DIETRICK - AGENT
REGISTRATION NO. RU-043644-E

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE RECORDER OF DEEDS OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY, BY INSTRUMENT NUMBER _____.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20____.

RECORDER

PLATS AND PLANS AMENDMENT HISTORY

PLAN RECORDED:
PLAN BOOK VOLUME 265 PAGE 163 JANUARY 6, 2003
PLATS AND PLANS:
PLAN BOOK VOLUME 266 PAGE 146 SEPTEMBER 15, 2004
AMENDMENT 1:
PLAN BOOK VOLUME 266 PAGE 139 DECEMBER 17, 2004
DECLARED BUILDINGS 16-20 INCLUSIVE AND THE CLUBHOUSE.
AMENDMENT 2:
PLAN BOOK VOLUME 267 PAGE 188 MARCH 20, 2007
DECLARED BUILDINGS 12-15 INCLUSIVE, THE CLUBHOUSE AND AMENDMENT HISTORY.
AMENDMENT 3:
PLAN BOOK VOLUME 270 PAGE 141 DECEMBER 07, 2007
DECLARED BUILDINGS 4, 10, AND 11.
AMENDMENT 4:
DECLARED BUILDINGS 1, 2, 3, 5, 6, AND 7.

SURVEYOR RECORDER

JOB NO. 1179-04
DWG. FILE: 4179-01FP.dwg

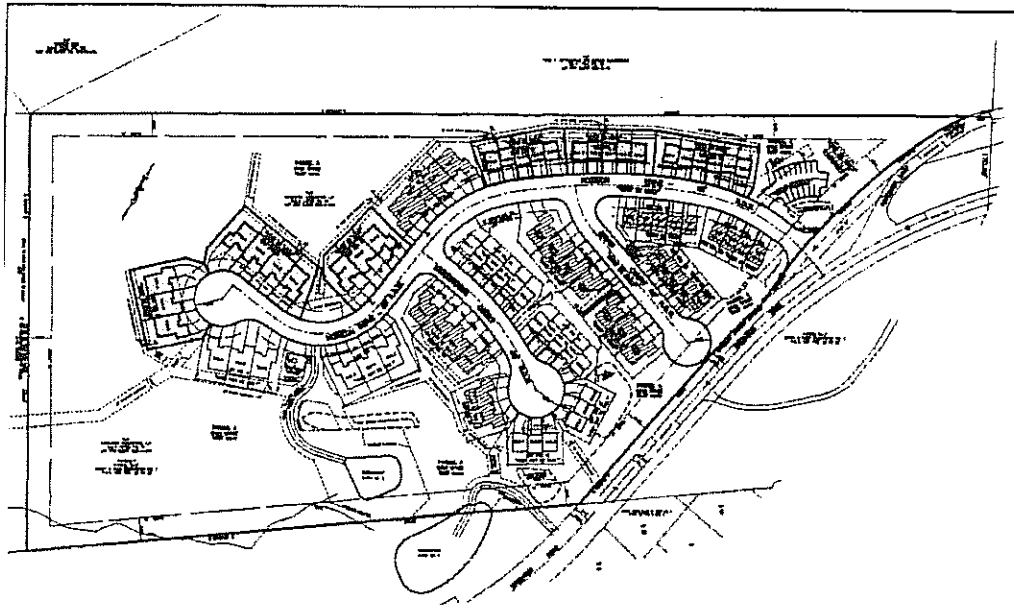
HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 4
DECLARING LOTS 1, 2, 3, 5, 6, AND 7.
HAYMAKER POINTE - P.B.V. 252, PG. 163

MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-5200
JOSEPH R. DIETRICK - PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN DATE: JANUARY 6, 2005
DRAWN BY: R.A.H./A.H. REVISIONS
CHK'D. BY: R.A.H./R.R.
DWG. NO. _____



PROPERTY KEY

EXISTING PROPERTY "MUST BE BUILT"

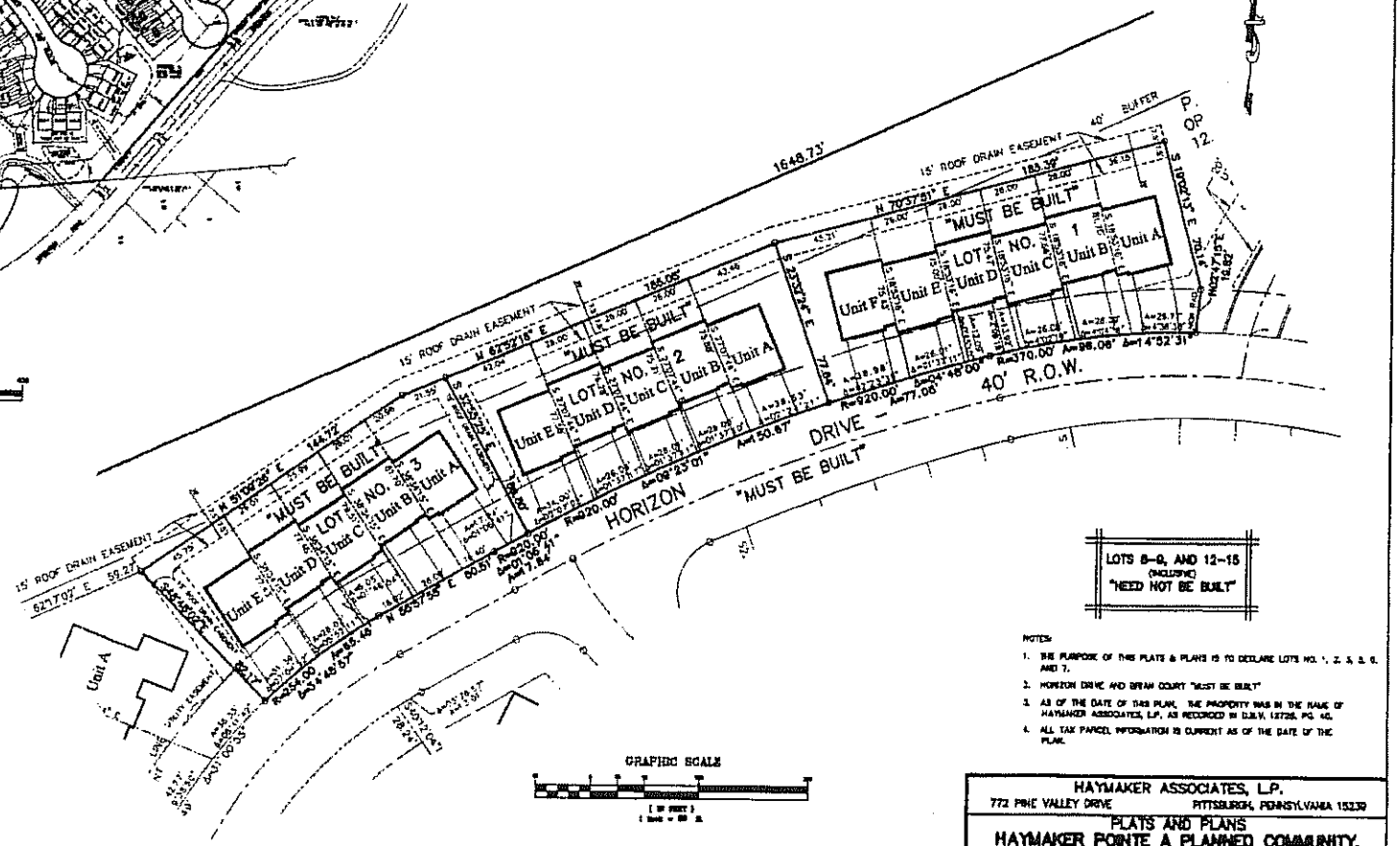
CURRENT PROPERTY "MUST BE BUILT"

FUTURE PROPERTY "NEED NOT BE BUILT"

OVERALL PLAN

GRAPHIC SCALE

1 inch = 100 ft.



LOTS 8-9, AND 12-15 (INCLUSIVE) "NEED NOT BE BUILT"

NOTES:

1. THE PURPOSE OF THIS PLATS & PLANS IS TO DECLARE LOTS NO. 1, 2, 3, 5, 6, AND 7.
2. HORIZON DRIVE AND BRIAR COURT "MUST BE BUILT"
3. AS OF THE DATE OF THIS PLAN, THE PROPERTY WAS IN THE NAME OF HAYMAKER ASSOCIATES, L.P., AS RECORDED IN D.B.V. 12726, PG. 45.
4. ALL TAX PARCEL INFORMATION IS CURRENT AS OF THE DATE OF THE PLAN.

LOT AREA CHART

LOT NUMBER	TOTAL LOT AREA	LINETS A	B	C	D	E	F	TOTAL LOT ACRE
1	14,261 sq. ft.	3,036 sq. ft.	2,088 sq. ft.	1,987 sq. ft.	1,961 sq. ft.	1,864 sq. ft.	4,325 sq. ft.	0.33 acre
2	13,668 sq. ft.	3,143 sq. ft.	1,988 sq. ft.	1,974 sq. ft.	1,938 sq. ft.	2,869 sq. ft.	———	0.31 acre
3	15,338 sq. ft.	3,117 sq. ft.	2,088 sq. ft.	2,530 sq. ft.	2,200 sq. ft.	3,945 sq. ft.	———	0.35 acre

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

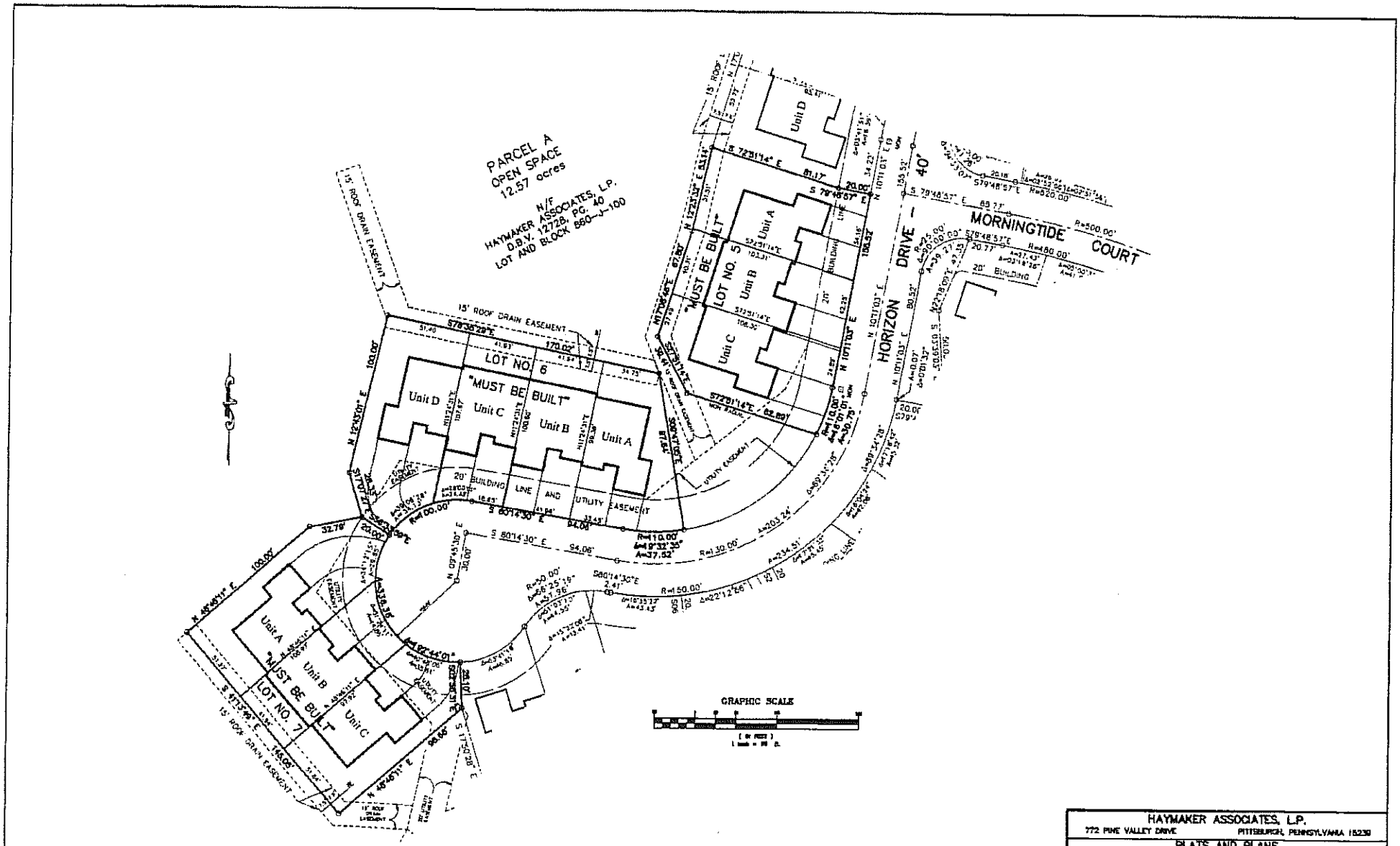
PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 4
DECLARING LOTS 1, 2, 3, 5, 6 AND 7, HAYMAKER POINTE - P.B.V. 222, PG. 183

MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

A. FAIRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0699
JOSEPH R. DETRICK - PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN
DRAWN BY: R.A.M./A.H.
CALC BY: R.A.M./A.H.
CHKD BY:
SHEET NO.
JANUARY 9, 2009

JOB NO. 4179-01
DWG FILE: 4179-01.dwg



LOT AREA CHART							
LOT NUMBER	TOTAL LOT AREA	UNITS A	B	C	D	E	F	TOTAL LOT ACRE
5	15,121 sq. ft.	5,148 sq. ft.	5,403 sq. ft.	5,807 sq. ft.				0.35 acres
6	20,203 sq. ft.	6,321 sq. ft.	6,588 sq. ft.	6,297 sq. ft.				0.46 acres
7	13,588 sq. ft.	4,588 sq. ft.	4,788 sq. ft.	4,687 sq. ft.				0.31 acres

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY,
AMENDMENT 4
DECLARING LOTS 1, 2, 3, 5, 6 AND 7,
HAYMAKER POINTE - P.B.V. 263, PG. 183

MUNICIPALITY OF MONROEVILLE STATE ALLEGHENY COUNTY, PA

A FAIRMINER, McCARTY, GREY, INC.
(810 GOLDEN MILE HIGHWAY)
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0599
JOSEPH R. DETRICK - PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN
DATE: JANUARY 5, 2005
DRAWN BY: R.A.M./S.H.
CALC. BY: R.A.M./R.E.
CHK'D. BY:
REVISIONS:

JOB NO. 4178-01
DWG FILE: 4178-01.DWG

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2008-21776

Recorded On: July 28, 2008 **As-Deed Agreement**

Parties: HAYMAKER POINTE

To **HAYMAKER ASSOCIATES L P** **# of Pages: 9**

Comment: DECLARATION

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

Deed Agreement		53.00
	Pages > 4	4
	Names > 4	0
Total:		53.00

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER

Date: 8-5-2008 Int. By: VZ

DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

File Information:

Document Number: 2008-21776
Receipt Number: 1175252
Recorded Date/Time: July 28, 2008 01:04:42P
Book-Vol/Pg: BK-DE VL-13684 PG-506
User / Station: K Greenwade - Cash Station 25

Record and Return To:

HAYMAKER POINTE
772 PINE VALLEY DR
PITTSBURGH PA 15239

Valerie McDonald Roberts, Manager
Dan Onorato, Chief Executive

Haymaker Pointe
772 Pine Valley Dr.
Pittsburgh PA 15239

FIFTH AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

WHEREAS, pursuant to the Declaration of Haymaker Pointe, a Planned Community, dated September 26, 2006, filed of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 13006 , Page 18 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Haymaker Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and

WHEREAS, Exhibit "A" of the Declaration contained the legal description of the Submitted Real Estate and Exhibit "C" of the Declaration contained the legal description of the Additional Real Estate; and

WHEREAS, Exhibit "E" of the Declaration contains the Plats and Plans of the Community; and

WHEREAS, pursuant to Article XII of the Declaration, and Section 5211 of the Act, Declarant has the right to bring none, all or some of the Additional Real Estate into the Community; and

WHEREAS, Declarant has determined to bring some of the Additional Real Estate into the Community; and

WHEREAS, by bringing some of the Additional Real Estate into the Community, the legal descriptions of the Submitted Real Estate and Additional Real Estate will change, additional units will be created with identifying numbers, and the Plats and Plans will be modified to show the change in designation of some of the Property from Additional Real Estate to Submitted Real Estate.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.

2. Amendments.

A. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and incorporated herein.

B. Exhibit "C" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "C" attached hereto and incorporated herein.

C. Units 8, 9, 12, 13, 14 and 15 are hereby created as part of the Community.

D. The portion of the Plats and Plans identifying the Additional Real Estate, is hereby deleted and replaced by Exhibit "E" attached hereto and incorporated herein.

3. Reaffirmation. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this Fifth Amendment to Declaration is filed by Haymaker Associates, L.P., on the 28th day of July, 2008.

ATTEST:

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

By: _____
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

I, Marcia A Gill, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing Third Amendment to Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 28th day of July, 2008.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marcia A. Gill, Notary Public
Plum Boro, Allegheny County
My Commission Expires Feb. 4, 2012
Member, Pennsylvania Association of Notaries

NVR, Inc. hereby joins in to this document as purchaser.

NVR, Inc., a Virginia Corporation

By: Anthony Depretis
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA}
} SS
COUNTY OF }

On this, the 23rd day of July, 2008, before me, the undersigned officer, personally appeared **Anthony Depretis, Vice-President** of NVR, Inc., a Virginia Corporation, and that he, as such Officer and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Victoria H. Pollard
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Victoria H. Pollard, Notary Public
Kennedy Twp., Allegheny County
My Commission Expires Nov. 10, 2011
Member, Pennsylvania Association of Notaries

Exhibit A
Haymaker Pointe a Planned Community
Submitted Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
Lot 4 consisting of Units A, B, C and D
Lot 5 consisting of Units A, B and C
Lot 6 consisting of Units A, B and C
Lot 7 consisting of Units A, B and C
Lot 8 consisting of Units A, B and C
Lot 9 consisting of Units A, B, C and D
Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D and E
Lot 15 consisting of Units A, B, C, D, E and F
Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

As shown in the Plats and Plans for Haymaker Pointe a Planned Community, Amendment 5 recorded in Plan Book Volume 262, page 194-196 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

Exhibit C
Additional Real Estate

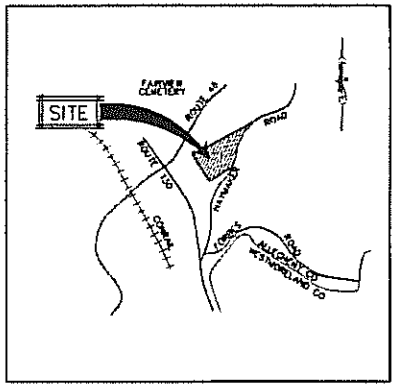
All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

All of Parcel A

As shown in the Plats and Plans for Haymaker Pointe a Planned Community Amendment 5, recorded in Plan Book Volume 262, page 194-196 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 5

DECLARING LOTS 6, 7, 8, 9, 10, 12, 13, 14, and 15



LOCATION MAP
NOT TO SCALE

HAYMAKER ASSOCIATES, L.P., THE HERITAGE GROUP INC., GENERAL PARTNER, JAMES RUMBAUGH, PRESIDENT, DECLARES THAT:

1. IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LIKE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON ERECTED OR OWNED BY HAYMAKER ASSOCIATES, L.P., AND THE EASEMENTS, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. §3101

2. IT DESIRES THIS DECLARATION PLAT AND PLAN BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS THEREOF, THE PRESIDENT OF THE HERITAGE GROUP, INC., GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS ____ DAY OF _____, 20____.

_____ _____
ATTEST PRESIDENT

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RUMBAUGH, PRESIDENT OF THE HERITAGE GROUP, INC. GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SUCH OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE HERITAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____, 20____

I hereby certify that the title to the property contained in Haymaker Pointe is in the name of Haymaker Associates, L.P., and is recorded in Deed Book Volume 2317, Page 183

_____ _____
Witness James Rumbaugh

I, JOSEPH R. DIETRICH, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (b)(1-23, 6, 7, 8, 12 & 15 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 PA. C.S.A. § 3101 THE "ACT"), SUBSECTIONS (b) 4, 5, 9, 10, & 11 AND SUBSECTION (c) OF SECTION 3210 OF THE ACT ARE INAPPLICABLE TO HAYMAKER POINTE, CONDOMINIUM.

_____ _____
DATE FAHRINGER, McCARTY, GREY, INC.
JOSEPH R. DIETRICH - AGENT
REGISTRATION NO. SU-042941-E

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } S.S.

RECORDED IN THE RECORDER OF DEEDS OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY, PLAN BOOK VOLUME _____ PAGE(S) _____

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20____.

_____
RECORDER

PLATS AND PLANS AMENDMENT HISTORY

PLAN RECORDED:
PLAN BOOK VOLUME 233 PAGE 183 JANUARY 6, 2006
PLATS AND PLANS:
PLAN BOOK VOLUME 236 PAGE 148 SEPTEMBER 6, 2006
AMENDMENT 1:
PLAN BOOK VOLUME 236 PAGE 136 DECEMBER 11, 2006
RECLAIMED BUILDINGS 16-20 INCLUSIVE AND THE CLUBHOUSE.
AMENDMENT 2:
PLAN BOOK VOLUME 237 PAGE 165 MARCH 20, 2007
DECLARED BUILDINGS 18-20 INCLUSIVE, THE CLUBHOUSE AND AMENDMENT HISTORY.
AMENDMENT 3:
PLAN BOOK VOLUME 240 PAGE 12 OCTOBER 2, 2007
RECLAIMED BUILDINGS 4, 10, AND 11.
AMENDMENT 4:
PLAN BOOK VOLUME 241 PAGE 41 JANUARY 23, 2008
RECLAIMED BUILDINGS 1, 2, 3, 5, 8, AND 17
PLAN RECORDED:
LOT LINE REVISION TAG 1
PLAN BOOK VOLUME 250 PAGE 141 DECEMBER 7, 2007
AMENDMENT 5:
REVISING DECLARATIONS OF BUILDINGS 6, 7, AND 16
RECLAIMING BUILDINGS 6, 8, 12, 13, 14, AND 15

SURVEYOR RECORDER

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

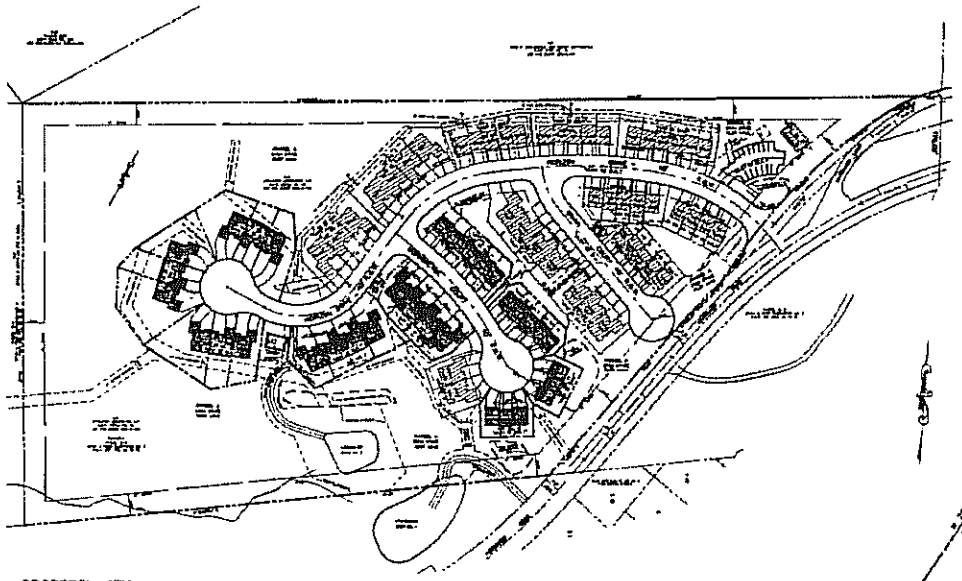
PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 5
REVISING DECLARATIONS OF BUILDINGS 6, 7, AND 16
DECLARING BUILDINGS 6, 8, 12, 13, 14, AND 15

STATE
MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

A FAHRINGER, McCARTY, GREY, INC.
1615 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0588
JOSEPH R. DIETRICH - PROFESSIONAL LAND SURVEYOR

SCALE AS SHOWN DATE JULY 21, 2008
DRAWN BY: R.A.H. CALC. BY: R.A.H. CHKD. BY: _____
REVISIONS

JOB NO. 4179-01
DWG FILE: 4179-01 PP AMEND 5.dwg



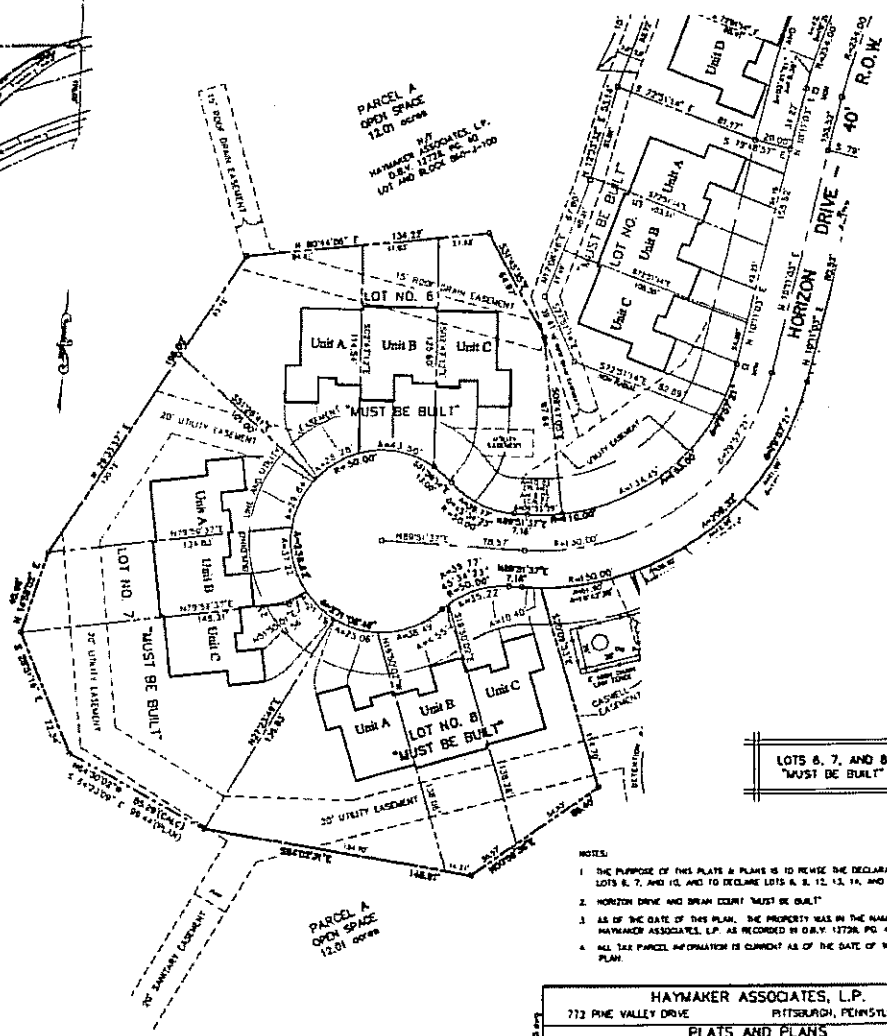
PROPERTY KEY

EXISTING PROPERTY "MUST BE BUILT"

CURRENT PROPERTY "MUST BE BUILT"

OVERALL PLAN

GRAPHIC SCALE



LOTS 6, 7, AND 8 "MUST BE BUILT"

NOTES:

1. THE PURPOSE OF THIS PLATS & PLANS IS TO REVISE THE DECLARATIONS OF LOTS 6, 7, AND 10, AND TO DECLARE LOTS 5, 8, 12, 13, 14, AND 15.
2. HORIZON DRIVE AND BRIAN COURT "MUST BE BUILT"
3. AS OF THE DATE OF THIS PLAN, THE PROPERTY WAS IN THE NAME OF HAYMAKER ASSOCIATES, L.P. AS RECORDED IN D.B.V. 13728, PG. 40.
4. ALL TAX PARCEL INFORMATION IS CURRENT AS OF THE DATE OF THE PLAN.

LOT AREA CHART

LOT NUMBER	TOTAL LOT AREA	UNITS A	B	C	D	E	F
6	77,866 sq. ft.	6,333 sq. ft.	4,871 sq. ft.	8,884 sq. ft.			
7	78,753 sq. ft.	6,166 sq. ft.	4,514 sq. ft.	12,603 sq. ft.			
8	72,436 sq. ft.	5,990 sq. ft.	5,793 sq. ft.	8,676 sq. ft.			

GRAPHIC SCALE

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 5
REVISING DECLARATIONS OF BUILDINGS 6, 7, AND 10.
DECLARING BUILDINGS 5, 8, 12, 13, 14, AND 15.

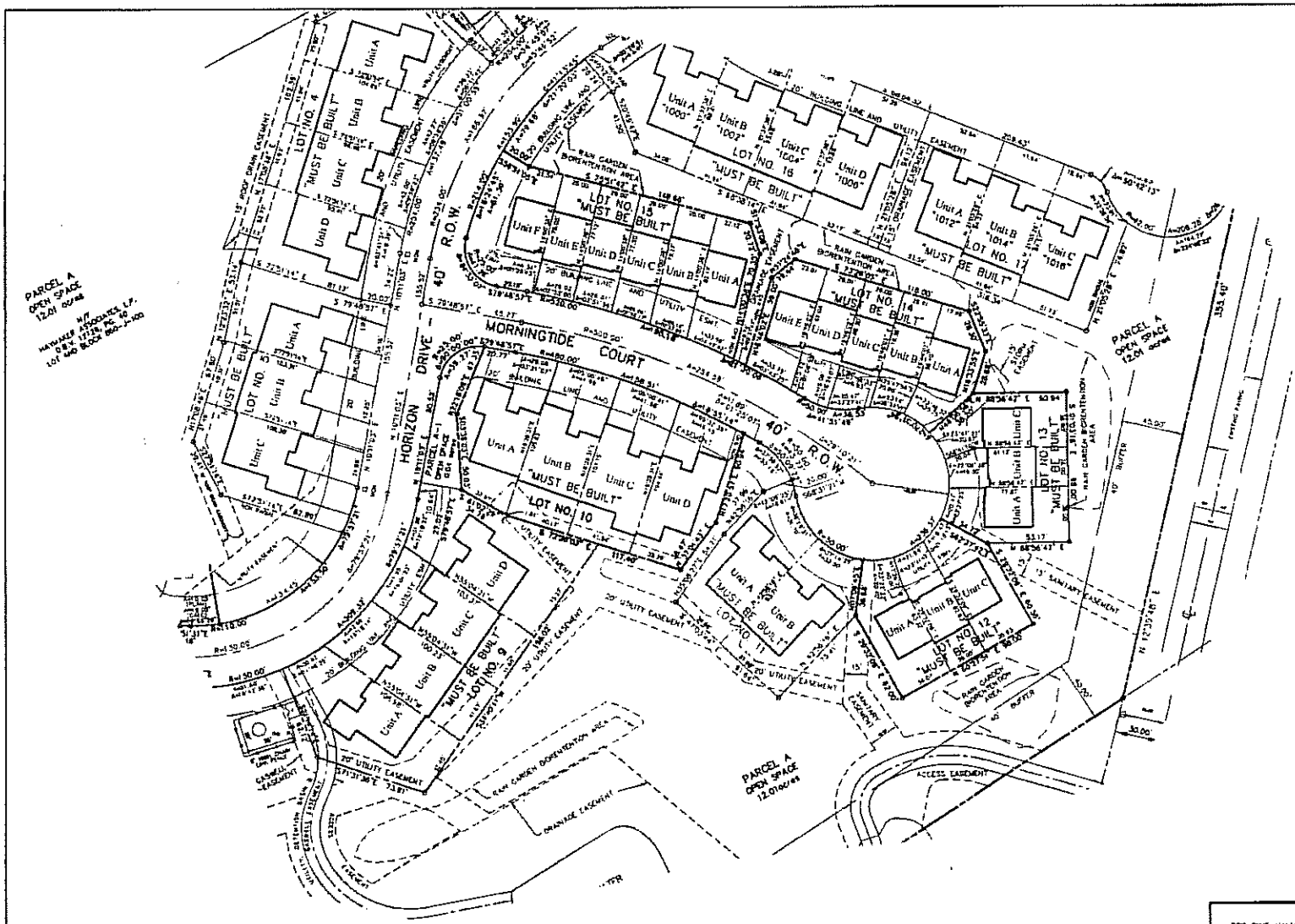
MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0589
JOSEPH R. DIETRICH - PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN DATE: JULY 31, 2008
DRAWN BY: R.A.M.
CALC. BY: R.A.M.
CHK'D. BY:

JOB NO. 4179-01 DWG FILE: 4179-01.DWG PLOTTED: 8-29-08 BY: RAMO

SHEET NO. 2 OF 3 B - 3794



LOT AREA CHART

LOT NUMBER	TOTAL LOT AREA	UNITS A	B	C	D	E	F
9	20,898 sq. ft.	5,755 sq. ft.	4,316 sq. ft.	4,303 sq. ft.	6,377 sq. ft.		
10	18,027 sq. ft.	4,563 sq. ft.	4,486 sq. ft.	4,348 sq. ft.	4,529 sq. ft.		
11	7,878 sq. ft.	2,964 sq. ft.	2,080 sq. ft.	2,875 sq. ft.			
12	7,513 sq. ft.	2,180 sq. ft.	1,981 sq. ft.	2,904 sq. ft.			
14	11,378 sq. ft.	2,450 sq. ft.	1,854 sq. ft.	2,183 sq. ft.	2,268 sq. ft.	2,501 sq. ft.	
15	14,898 sq. ft.	3,719 sq. ft.	2,295 sq. ft.	2,834 sq. ft.	2,807 sq. ft.	3,219 sq. ft.	2,558 sq. ft.

HAYMAKER ASSOCIATES, L.P.
772 PINE VALLEY DRIVE PITTSBURGH, PENNSYLVANIA 15239

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 5

REVISING DECLARATION PLANS OF BUILDINGS 6, 7, AND 10,
DECLARING BUILDINGS 9, 9, 12, 13, 14, AND 15,
SITUATE

MUNICIPALITY OF MONROEVILLE ALLEGHENY COUNTY, PA

A. FAHRINGER, McCARTY, GREY, INC.
1610 GOLDEN MILE HIGHWAY
MONROEVILLE, PENNSYLVANIA 15146 (724) 327-0598
JOSEPH R. DETRICK – PROFESSIONAL LAND SURVEYOR

SCALE: AS SHOWN DATE: JULY 24, 2008
DRAWN BY: R.A.H.
CALC. BY: R.A.P.
CHK'D BY:
REVISIONS

JOB NO. 4179-01
DWG. FILE: 4179-01 PP AMEND 5.dwg

SHEET NO. 3 OF 3 B - 3793

60 2010 00029916

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2010-29916 BK-DE VL-14427 PG-514

Recorded On: November 10, 2010 As-Deed Agreement

Parties: HAYMAKER POINTE

To HAYMAKER POINTE

# of Pages: 5

Comment: 6TH AMEND DECL

********** THIS IS NOT A BILL **********

Deed Agreement		78.50
Pages > 4	0	
Names > 4	0	
Total:		78.50

Realty Transfer Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER EXEMPT

Value 0.00

Department of Real Estate Stamp

Certified By-> S B
ON 11-10-2010 AT 11:59a
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2010-29916
Receipt Number: 1707538
Recorded Date/Time: November 10, 2010 12:02:35P
Book-Vol/Pg: BK-DE VL-14427 PG-514
User / Station: J Clark - Cash Super 06

Record and Return To:

PAUL G WITKOVITZ
772 PINE VALLEY DR
PITTSBURGH PA 15239

Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

Paul G. Witkowski
772 Pine Valley Dr.
Pittsburgh PA 15239

17205 DRE Certified
10-Nov-2010 11:59A\Int By: S B

SIXTH AMENDMENT TO THE DECLARATION OF

HAYMAKER POINTE, a Planned Community

WHEREAS, pursuant to the Declaration of Haymaker Pointe, a Planned Community, dated September 26, 2006, filed of record in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 13006 , Page 18 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Haymaker Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted the Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and

WHEREAS, Exhibit "A" of the Declaration contained the legal description of the Submitted Real Estate; and

WHEREAS, Exhibit "E" of the Declaration contains the Plats and Plans of the Community; and

WHEREAS, pursuant to Article XII of the Declaration, and Section 5211 of the Act, Declarant has the right to bring none, all or some of the Additional Real Estate into the Community; and

WHEREAS, Declarant has determined to bring some of the Additional Real Estate into the Community; and

WHEREAS, by bringing some of the Additional Real Estate into the Community, the legal descriptions of the Submitted Real Estate and Additional Real Estate will change, additional units will be created with identifying numbers, and the Plats and Plans will be modified to show the change in designation of some of the Property from Additional Real Estate to Submitted Real Estate.

NOW, THEREFORE, pursuant to the Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.

2. Amendments.

A. Exhibit "A" of the Declaration is hereby deleted in its entirety and replaced by Exhibit "A" attached hereto and incorporated herein.

B. Lot 9 Unit E re hereby created as part of the Community.

D. The portion of the Plats and Plans identifying the Additional Real Estate, is hereby deleted and replaced by Exhibit "E" attached hereto and incorporated herein.

3. Reaffirmation. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this Sixth Amendment to Declaration is filed by Haymaker Associates, L.P., on the day of November 8, 2010

ATTEST:

Haymaker Associates, L.P.

By: The Meritage Group, Inc., general partner

By: _____
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

I, Jill Allan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James C. Rumbaugh, whose name is subscribed to the foregoing Sixth Amendment to Declaration of Planned Community as President of The Meritage Group, Inc., general partner of Haymaker Associates, L.P., personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act, having been authorized to do so, and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 8th day of November 2010

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jill Allan, Notary Public
Plum Boro, Allegheny County
My Commission Expires May 25, 2014
Member, Pennsylvania Association of Notaries

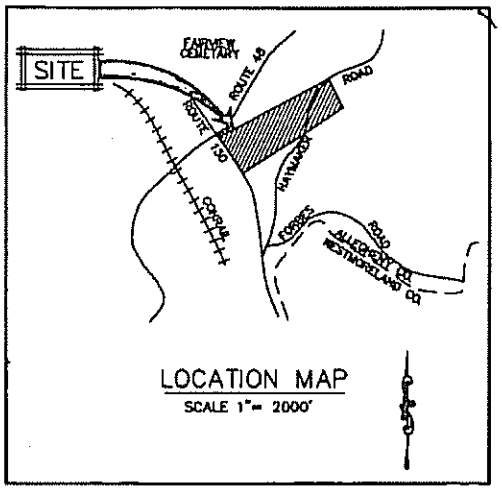
Exhibit A
Haymaker Pointe a Planned Community
Submitted Real Estate

All those certain Lots and Units located in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, said Lots and Units being designated as:

Lot 1 consisting of Units A, B, C, D, E and F
Lot 2 consisting of Units A, B, C, D and E
Lot 3 consisting of Units A, B, C, D and E
Lot 4 consisting of Units A, B, C and D
Lot 5 consisting of Units A, B and C
Lot 6 consisting of Units A, B and C
Lot 7 consisting of Units A, B and C
Lot 8 consisting of Units A, B and C
Lot 9 consisting of Units A, B, C, D and E
Lot 10 consisting of Units A, B, C and D
Lot 11 consisting of Units A and B
Lot 12 consisting of Units A, B and C
Lot 13 consisting of Units A, B and C
Lot 14 consisting of Units A, B, C, D and E
Lot 15 consisting of Units A, B, C, D, E and F
Lot 16 consisting of Units A, B, C and D
Lot 17 consisting of Units A, B and C
Lot 18 consisting of Units A, B, C, D and E
Lot 19 consisting of Units A, B, C, D and E
Lot 20 consisting of Units A, B, C and D

As shown in the Plats and Plans for Haymaker Pointe a Planned Community, Amendment 6 recorded in Plan Book Volume 270, page 16 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

PLATS AND PLANS
HAYMAKER POINTE A PLANNED COMMUNITY, AMENDMENT 6
REVISING DECLARATION OF LOT 9



LOCATION MAP
SCALE 1"= 2000'

PLATS AND PLANS HISTORY

PLAN RECORDED:
PLAN BOOK VOLUME 252 PAGE 183 JANUARY 6, 2006

PLATS AND PLANS:
PLAN BOOK VOLUME 255 PAGE 140 SEPTEMBER 6, 2006

AMENDMENT 1:
PLAN BOOK VOLUME 256 PAGE 136 DECEMBER 11, 2006
DECLARED BUILDINGS 16-20 INCLUSIVE AND THE CLUBHOUSE.

AMENDMENT 2:
PLAN BOOK VOLUME 257 PAGE 165 MARCH 20, 2007
DECLARED BUILDINGS 16-20 INCLUSIVE AND THE CLUBHOUSE AND AMENDMENT HISTORY.

AMENDMENT 3:
PLAN BOOK VOLUME 260 PAGE 12 OCTOBER 2, 2007
DECLARED BUILDINGS 4, 10, AND 11.

PLAN FOR RECORDING:
LOT LINE REVISION TMG 1
PLAN BOOK VOLUME 260 PAGE 141 DECEMBER 7, 2007

AMENDMENT 4:
PLAN BOOK VOLUME 261 PAGE 41 JANUARY 25, 2008
DECLARED BUILDINGS 1, 2, 3, 5, AND 7.

AMENDMENT 5:
PLAN BOOK VOLUME 262 PAGE 194 JULY 28, 2008
REVISING DECLARATIONS OF BUILDINGS 6, 7, AND 10
DECLARING BUILDINGS 8, 9, 12, 13, 14, AND 15.

PLAN FOR RECORDING:
LOT LINE REVISION TMG 2
PLAN BOOK VOLUME _____ PAGE _____ DATE: _____

AMENDMENT 6:
REVISING DECLARATION OF BUILDINGS 9

HAYMAKER ASSOCIATES, L.P., THE MERITAGE GROUP INC., GENERAL PARTNER, JAMES RUMBAUGH, PRESIDENT, DECLARES THAT:

1. IT HAS BY THE EXECUTION, ACKNOWLEDGMENT AND RECORDING IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE OFFICE FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, CONTEMPORANEOUSLY WITH THE LINE RECORDING HEREOF, OF A DECLARATION TO BE RECORDED, IN WHICH REFERENCE TO THIS DECLARATION PLAT AND PLAN IS MADE, SUBMITTED THE LAND AND IMPROVEMENTS THEREON ERECTED OR OWNED BY HAYMAKER ASSOCIATES L.P., AND THE EASEMENTS, RIGHTS OF WAY AND APPURTENANCES BELONGING THERETO DESCRIBED IN SUCH DECLARATION PLAT AND PLAN TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. §3101

2. IT DESIRES THIS DECLARATION PLAT AND PLAN BE RECORDED IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE FOR ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, PURSUANT TO THE PROVISIONS OF SAID ACT.

IN WITNESS THEREOF, THE PRESIDENT OF THE MERITAGE GROUP, INC., GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., HAS CAUSED THIS DECLARATION PLAT AND PLAN TO BE EXECUTED IN HIS NAME THIS ____ DAY OF _____, 2010.

ATTEST: _____ PRESIDENT _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

ON THIS ____ DAY OF _____, 2010, BEFORE ME A NOTARY PUBLIC FOR THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES RUMBAUGH, PRESIDENT OF THE MERITAGE GROUP, INC. GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATION AND BEING DULY SWORN, ACKNOWLEDGED THAT HE AS SUCH OFFICER, EXECUTED THESE PLATS AND PLANS ON BEHALF OF THE MERITAGE GROUP, INC. ACTING AS THE GENERAL PARTNER OF HAYMAKER ASSOCIATES, L.P.

IN WITNESS WHEREOF, I HERETNTO SET MY HAND AND OFFICIAL SEAL.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____, 20____.

I, ROBERT R. BEDNAR, A PROFESSIONAL REGISTERED SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SUBSECTION (a)(1-3), 6, 7, 8, 12 & 13 OF SECTION 3210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITIES ACT 68 P.A. C.S.A. § 3101 (THE "ACT"). SUBSECTIONS (b) 4, 5, 8, 10, & 19 AND SUBSECTION (c) OF SECTION 3210 OF THE ACT ARE INAPPLICABLE TO HAYMAKER POINTE CONDOMINIUM.

DATE _____ THE MERITAGE GROUP, L.P.
ROBERT R. BEDNAR - AGENT
REGISTRATION NO. SU-057042-E

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE DEPARTMENT OF REAL ESTATE OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY, PLAN BOOK VOLUME _____ PAGE(S) _____.

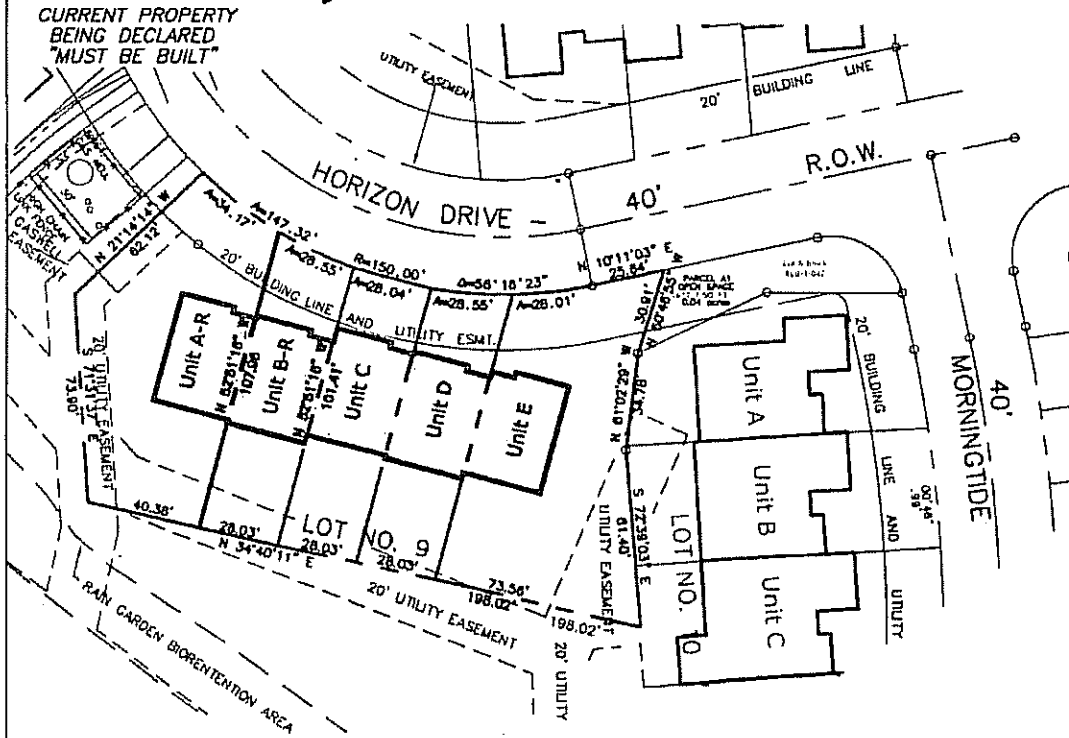
GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 20____.

RECORDER _____

SURVEYOR RECORDER

PROPERTY KEY

CURRENT PROPERTY BEING DECLARED "MUST BE BUILT"



Prepared By: The Meritage Group L.P. 775 Pine Valley Drive Pittsburgh, PA 15239 PH 724-327-0758 FAX 724-733-0758

THE MERITAGE GROUP L.P.

PLATS AND PLANS
HAYMAKER POINTE
AMENDMENT 6
FOR
HAYMAKER ASSOC. L. P.
SITUATE
THE MUNICIPALITY OF MONROEVILLE, ALLEGHENY CO., PENNSYLVANIA

DATE: 11/08/2010 SCALE 1" = 20'

Drawing No. MG-HAY5 Sheet No. 1 of 1

60 2011 00022061

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2011-22061 BK-DE VL-14680 PG-185

Recorded On: September 06, 2011 As-Deed

Parties: HAYMAKER ASSOCIATES L P

To HAYMAKER POINTE HOMEOWNERS ASN # of Pages: 7

Comment:

********** THIS IS NOT A BILL **********

Deed		82.50
	Pages > 4	2
	Names > 4	0
Total:		82.50

Realty Transfer Stamp

Affidavit Attached-Yes Stamp Num-T430841
MONROEVILLE EXEMPT
Ward-99-NO WARD
Value 0.00

Commonwealth of Pennsylvania	0.00
Munic-Monroeville Municipality	0.00
School District-Monroeville-Gateway	0.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00
	0.00

Department of Real Estate Stamp

Certified By-> S B
ON 09-06-2011 AT 03:15p
0860J00100000000 0860J00043000000
0860E00058000000

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2011-22061
Receipt Number: 1898620
Recorded Date/Time: September 06, 2011 03:22:24P
Book-Vol/Pg: BK-DE VL-14680 PG-185
User / Station: K Greenwade - Cash Super 06

Record and Return To:

ROTHMAN GORDON
310 GRANT ST STE 300
PITTSBURGH PA 15219

Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

45341 DRE Certified
06-Sep-2011 03:15P\Int By: S B

WARRANTY DEED (With Coal Notice)

THIS INDENTURE

MADE the 21ST day of June, 2011.

BETWEEN

HAYMAKER ASSOCIATES, L.P., a Pennsylvania limited partnership (hereinafter called "Grantor") and

HAYMAKER POINTE HOMEOWNERS ASSOCIATION, a Pennsylvania non-profit corporation (hereinafter whether one or more called "Grantee"):

WITNESSETH, that the said Grantor in consideration of **ONE ($1.00) DOLLAR** to the Grantor by the Grantee, Grantor does grant, bargain, sell and convey unto the said Grantee, the Grantee's successors and/or assigns.

ALL those certain lots or pieces of ground of land situate in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania known as **Parcel A** as recorded in the Lotline Revision TMG 1 of Haymaker Pointe Plan of Lots recorded at the Department of Real Estate, Allegheny County, Commonwealth of Pennsylvania on December 7, 2007 in Plan Book Volume 260, page 141, **Parcel A-1** as recorded in the Lotline Revision TMG 2 of Haymaker Pointe Plan of Lots recorded at the Department of Real Estate, Allegheny County, Commonwealth of Pennsylvania on April 9, 2009 in Plan Book Volume 265, page 59 and **Parcel B** as recorded in the Haymaker Pointe plan of lots recorded at the Department of Real Estate, Allegheny County, Commonwealth of Pennsylvania on January 6, 2006 in Plan Book Volume 252, page 183 (collectively the "Property").

BEING Block and Lot 860-J-100, 860-J-43 and 860-E-58 in the Deed Registry Office of Allegheny County, Commonwealth of Pennsylvania.

TOGETHER with all streets, sewers, utility lines and other similar site improvements attached thereto.

SUBJECT to: i) oil and gas leases and rights of way of record; (ii) all highways; (iii) taxes and assessments, both general and special, which are a lien but not yet due and payable, (iv) zoning regulations and ordinances, (v) such easements, conditions, reservations, restrictions, and rights of way conveyed or reserved by prior instruments of record; (vi) coal, mineral and mining rights conveyed or reserved by prior instruments of record, as all of the above may affect the premises.

SUBJECT TO the Declaration Haymaker Pointe, a Planned Community recorded on September 26, 2006 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 13006, page 18 and as amended from time to time.

RESERVING AND EXCEPTING to Grantor, its successors and assigns, all coal, minerals, oil and gas on, in, and under the property conveyed.

TOGETHER with all and singular the streets, alleys, passages, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anyway appertaining, and the reversions and remainders, rents, issues and profits thereof and; all the estate rights, title, interest, property, claim and demand whatsoever of the said Grantor, its successors and assigns, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

BEING part of the same property which James G. Brian and Karen A. Brian, husband and wife and Evie M. Ross now known as Evie M. Springfield and James B. Springfield wife and husband by their deed dated January 20, 2006 and recorded on January 23, 2006 in the Recorder's Office of Allegheny County in Deed Book Volume 12728, page 40 granted and conveyed unto Haymaker Associates, L.P., a Pennsylvania limited partnership.

TO HAVE AND TO HOLD the said Property and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances thereto unto the said Grantee, its successors and assigns, to and for the only proper use and behalf of the said Grantee, its successors and assigns, forever, under and subject aforesaid.

The Grantee, for and on behalf of the Grantee and the Grantee's successsors and assigns, by acceptance of this Deed and execution below acknowledges that this conveyance is subject in every respect to the Declaration, the Declaration Plan, and all amendments thereto; and the Grantee further acknowledges that each and every provision of the forgoing is essential to the successful operation and management of said Property, and in the best interests and for the benefit of all said Grantee. Grantee covenants and agrees as a covenant running with the land, to abide by each and every provision of said documents.

with the appurtenances: To Have and To Hold the same to and for the use of the said Grantee, the Grantee's successors and assigns forever, and the Grantor for the Grantor's successors and assigns hereby covenants and agrees that the Grantor will WARRANT SPECIALLY the property hereby conveyed.

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

WITNESS the hand and seal of the said Grantor.

Witness / Attest

HAYMAKER ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: THE MERITAGE GROUP, INC.,
a Pennsylvania corporation,
its sole general partner

JAMES C. RUMBAUGH, PRESIDENT

Commonwealth of Pennsylvania)
County of Allegheny) ss:

On this 21ST day of June, 2011, before me, a Notary Public the undersigned officer, personally appeared **JAMES C. RUMBAUGH,** who acknowledged himself to be the President of **THE MERITAGE GROUP, INC., a Pennsylvania corporation, the sole general partner of HAYMAKER ASSOCIATES, L.P., a Pennsylvania limited partnership,** and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as President of its sole general partner.

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

My Commission Expires:
December 30, 2014

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deborah L. Uselman, Notary Public
Plum Boro, Allegheny County
My Commission Expires Dec. 30, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

HAYMAKER POINTE
HOMEOWNERS ASSOCIATION,
a Pennsylvania non-profit corporation

Certificate of Residence

I, the undersigned, do hereby certify that the Tax Bill Address of the within named Grantee is: Haymaker Pointe Homeowners Association, c/o ELITE MANAGEMENT SERVICES GROUP, 138 NORTH MCDONALD STREET SUITE 200, MCDONALD PA 15057-1290

(MUST BE TYPED AND INCLUDE NAME AND COMPLETED ADDRESS)

I, the undersigned, do hereby certify that the Owner Mailing Address of the within named Grantee is: Haymaker Pointe Homeowners Association, c/o ELITE MANAGEMENT SERVICES GROUP, 138 NORTH MCDONALD STREET SUITE 200, MCDONALD PA 15057-1290

(MUST BE TYPED AND INCLUDE NAME AND COMPLETED ADDRESS)

WITNESS:

HAYMAKER POINTE
HOMEOWNERS ASSOCIATION,
a Pennsylvania non-profit corporation

DEED

From:

HAYMAKER ASSOCIATES, L.P., a Pennsylvania limited partnership

To:

HAYMAKER POINTE HOMEOWNERS ASSOCIATION,
a Pennsylvania non-profit corporation

Mail to: Rothman Gordon
310 Grant St
Suite 300
Pittsburgh, PA 15219

ND: 4817-6946-9705, v. 3 | 49036-091