

BARRINGTON MANOR P L A N O F LOTS
Franklin Park Borough
Allegheny County
Pennsylvania

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

VOL. 8747 PAGE 345

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BARRINGTON MANOR PLAN OF LOT
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICT

THIS DECLARATION, made this 23 day of June, 1992, by
PROPERTIES, INC., a Pennsylvania Corporation, hereinafter referred
"Developer".

WITNESSETH THAT:

WHEREAS, Developer proposes to develop all of that land in
of Franklin Park, County of Allegheny, Commonwealth of Pennsylvania
as the Barrington Manor Plan of Lots as the same is recorded in the
Office of Allegheny County, Pennsylvania in Plan Book Vol. 168, p
104; and

WHEREAS, Developer proposes to cause all lots and improve
BARRINGTON MANOR PLAN OF LOTS to be subject to the covenants, c
easements, restrictions, charges, and liens herein enjoyment in
rights and easements dedicated for public use on the recorded Pla

WHEREAS, Developer has deemed it desirable, for the
preservation of the values and amenities in said community, the
agency to which should be delegated and assigned the powers of
and administering and enforcing the covenants and restrictions and
and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated on June
under the laws of the Commonwealth of Pennsylvania, as a
corporation, the BARRINGTON MANOR HOMEOWNERS ASSOCIATION, for
purpose of exercising the functions aforesaid.

NOW, THEREFORE, Developer hereby declares that all of the
Plan, and improvements hereafter erected thereon, shall be held
conveyed subject to the following covenants, conditions, eas
restrictions, charges, and liens which shall run with the land
binding upon and shall inure to the benefit of all persons h
right, title, or interest therein or any part thereof and the
heirs, devisees, personal representatives, successors and assign

ARTICLE I

DEFINITIONS

Section 1. Association shall mean the not-for-profit corporation named BARRINGTON MANOR HOMEOWNERS ASSOCIATION, its successors and assigns, created for the purpose of administering these covenants, conditions and restrictions of the Plan in accordance with the terms hereinafter set forth.

Section 2. Board shall mean the Board of Directors of the Association.

Section 3. Detention Pond and Drainage Areas shall mean, respectively, the area of Lot No. 2 upon which is located the Storm Water Detention Pond and those areas of Lots Nos. 9 through 16 and Parcel 1 over which traverses the Drainage Easement shown on the Plan.

Section 4. Developer shall mean and refer to CONCEPTUAL PROPERTIES, INC., its successors and assigns.

Section 5. Lot shall mean any Lot or Parcel of land used or intended for residential purposes and shown upon the recorded Plan.

Section 6. Member shall mean and refer to all those Owners who are members of the Association, as provided in Article II, Section 1 hereof.

Section 7. Municipality shall mean the Borough of Franklin Park.

Section 8. Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Plan.

Section 9. Plan shall mean that certain real property situate in the Borough of Franklin Park, County of Allegheny and Commonwealth of Pennsylvania, known as the BARRINGTON MANOR PLAN OF LOTS, as recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania, in Plan Book Vol. 168, pages 103 and 104 and any future modifications, amendments or extensions thereof.

Section 10. Plan Improvements shall mean the brick entrance walls and lighting erected on Parcel 1 and Lot No. 16 at the intersection of Barrington Drive with Pine Creek Road; the planting structure in the center of the Barrington Drive right-of-way near its intersection with Pine Creek Road; and any fence relating to the Detention Pond area which may be required by the Municipality.

Section 11. Residential Areas shall mean all real property consisting of one or more Parcel and/or Lots.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be severed from ownership of any Lot.

Section 2. Voting. The Association shall have two classes of Membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the persons among themselves determine, but in no event shall more than one vote be exercised with respect to any Lot.

Class B. Class B Member(s) shall be the Developer and shall be entitled to eight (8) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs first:

- (a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership;
- (b) on December 31, 1997.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the rights and easements dedicated for public use on the recorded Plan.

Section 2. Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with Article IV hereof, to levy annual and special assessments.
- (b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any violation of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer to the State or any part of the Detention Pond or Drainage Areas for maintenance to the State, a public agency, authority, or utility for such purposes and subject to the conditions as may be agreed by the Members and the governing body of the State.

Municipality or its designated officer or agency. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

Section 3. Maintenance and Access Easements over Lots 2, 9 through 16 and Parcel 1. in addition to the easements for Drainage Pond and Drainage Easement shown on the Plan, Lot No. 2, Lots Nos. 9 through 16 and Parcel 1 are subject to additional easements in favor of the Municipality and the Association for reasonable access to the Drainage Areas and Detention Pond and for sufficient area to maintain those areas as required by this document or by the Municipality.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association such Annual or Special assessments or charges to fund the purposes set out in the following Section 2 as established and collected from time to time as hereinafter provided. The said assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the individual obligation of the Owner of such Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the cost of insurance and electric service for Plan Improvements, the cost of maintenance, repair and replacement of the Plan Improvements, Detention Pond and Drainage Areas; to restore and repair the area of any Parcel or Lot disturbed by the exercise of these purposes; and to maintain, repair or replace the trees lining the curbs along Barrington Drive.

Section 3. Annual Association Budget for Assessments. Prior to each fiscal year, the Board of the Association shall estimate the total amount necessary to pay the cost of services, wages, materials, insurance, taxes and supplies which will be required during the ensuing year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

Section 4. Basis for Annual Association Assessment.

(a) Annual Association Assessments shall be uniform in amount as to each Lot.

(b) The Board of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period.

(c) Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

(d) Annual Association Assessments may not be increased above fifteen per cent (15%) of the previous year's assessment without a vote of the Membership.

(e) Assessments shall be collected and paid in periodic installments as determined by the Board of the Association, however, the number of such installments shall be no less than 4 and no more than 12 in a year.

(f) In the event the Board is delayed in preparing the annual estimates or a vote of the Membership causes a delay, the Owner shall continue to pay the assessment charges at the then-existing periodic installment rate established for the previous period until the same shall be determined.

Section 5. Notice and Quorum for any Action Authorized Under Section 5 Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be delivered or mailed to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments - Due Dates. Th Annual Association Assessments shall commence as to all Lots on the first day of the month following the month in which the Developer conveys title to the purchased Lot. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year.

Section 7. Effect of Non-Payment of Assessments - Remedies of th Association. The failure to pay any installment of an Annual Assessment within thirty (30) days after the due date thereof shall cause the whole annual assessment to then become due and payable which shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. There shall be added to the amount of such assessment the costs of collecting the same including a reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by claiming non-use or no benefit from the assessment purposes or by abandonment of the Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of th assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment, provided however, that such subordination shall apply only to the

assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Sale or transfer of the Lot shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said lien, or a deed delivered and recorded, reciting that it is in lieu of such action, shall extinguish the lien of such assessments which become due prior to such sale but shall not extinguish the underlying personal liability therefor.

ARTICLE V

UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots within the Plan with respect to utility service connections, including sanitary and storm sewer, water electric, and telephone lines and related facilities, shall be governed by the following:

(a) Wherever utility service connections, or any portion thereof lie in or upon a Lot owned by other than the Owner of any Lot served by the connections, the Owner of any Lot served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots in or upon which the connections, or any portion thereof lie, in order to repair, replace, and generally maintain said connections to the full extent necessary for such purposes.

(b) Whenever utility service connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot and shall have the same license and right as are provided immediately herein above with respect to portions lying in or upon Lots owned by other Owners.

(c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

(d) Any entry exercised by an Owner or any person or entity acting in that Owner's interest or account hereunder is subject to the obligation to repair and restore the area entered to its condition prior to such entry and such Owner does hereby indemnify and agree to hold harmless the Owner of the Lot upon which such entry is made from any loss or damage to person, property or Lot occasioned by such entry, including costs and reasonable attorney's fees.

ARTICLE VI

BUILDING USE COVENANTS AND RESTRICTIONS

Developer hereby declares and covenants with all future Lot Owners that the following Covenants and Restrictions shall be binding upon and be appurtenant to every Lot in the Plan. Any reference to Developer in these Covenants and Restrictions shall also include any agent designated in writing by Developer for the specific function otherwise required to be performed by Developer hereunder.

Section 1. Covenants Shall Bind Land - Duration - Extension. These Restrictions shall run as covenants with the land and shall be binding upon Developer and all persons or entities claiming under it and their respective heirs, personal representatives, fiduciaries, successors and assigns, until the thirty-first (31st) day of December, 2020, at which time they shall automatically renew for twenty-five (25) years, unless terminated, amended or otherwise are modified by a vote of seventy-five percent (75%) of the Association, which termination, amendment or modification shall be evidenced by an appropriate writing recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania. If, for any reason, the Barrington Manor Homeowners Association shall be inactive, or shall cease to exist, then any action hereunder required to be taken by a vote by Members of the Association shall be taken by the Lot Owners under the same procedures as required in this Declaration to be taken by Members of the Association.

Section 2. Lots Limited to Residential Use. No Lot shall be improved, used or occupied for a purpose other than single-family residential use. Notwithstanding this provision, during the construction, promotional and sales period, Developer shall have the right to use the improvements erected on any Lots for administrative offices, model show homes and sales offices.

Section 3. Building Areas - Dwelling. The finished living area exclusive of porches, basements and garages, of any dwelling shall contain not less than 2,700 square feet for a ranch style and 3,200 square feet for a one and one-half and two story dwelling.

Section 4. Subdivision of Lots Prohibited. The subdivision of any Lot in the Plan is strictly prohibited except with the prior written approval of Developer and of the proper municipal and governmental agencies having jurisdiction over residential subdivisions.

Section 5. Prohibited Living Areas. No basement, garage, or structure other than a completed dwelling house, for which the construction drawings and plans have been approved under the terms of this Declaration, shall be used as a temporary or permanent residence.

Section 6. Restrictions on Record Plan Incorporated. All easements, restrictions, reservations and building setback lines applicable to the Lots, as shown on the Barrington Manor Plan of Lots or any future amendments or modifications of said Plan, as now or hereafter recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania, are adopted and incorporated herein, by this reference, as in integral part of these Restrictions.

Section 7. Prohibited Activities. Noxious or offensive activities or activities which are or may become an annoyance or nuisance to residents within the Plan are strictly prohibited.

Section 8. Signs. With the exception of a sign advertising a Lot or residence for sale or rent, not in excess of five (5) square feet in area, or signs erected by Developer during the construction and sales period, no sign of any kind may be displayed or exposed to public view on any Lot in the Plan.

Section 9. Prohibited Improvements. The placement of the following on any Lot or otherwise within the Plan, including the Common Areas, is absolutely prohibited:

(a) Manufactured housing or other manufactured accessory structures or improvements with exterior finish constructed of steel, aluminum or other metal.

(b) Fencing within the building setback line shown on the Plan along a public street, road or way and use of fencing materials which have not been approved in writing by Developer.

(c) Permanent improvements over, on or within any easement or right-of-way areas shown on the Plan.

(d) Television or radio antennas, antenna towers or satellite dish receivers.

Section 10. Landscaping. Unless located within the site location or driveway of the proposed house all existing trees with a trunk diameter of six inches (6") or greater must not be disturbed. Upon completion of construction, all non-wooded grade areas, including areas disturbed in connection with construction, shall be landscaped and seeded or planted with a ground cover that will blend with the Plan area. Lot owners must landscape and keep in trim all landscaping, trees and shrubbery within the area of the Lot.

Section 11. Garages. Garages must be integral with, or attached to, the principal dwelling and must have a side or rear entry.

Section 12. Placement of Exterior Lamp. Each Owner of an improved Lot must install a self-illuminating hard wired (without switch) lamp and lamp post (to be supplied by the natural gas or electric company serving the Plan) of approved design within ten (10) feet of the street right-of-way line.

Section 13. Sidewalks - Installation, Location and Composition. Prior to occupancy of any house in the Plan, three foot (3') wide sidewalks must be installed within or along the Barrington Drive right-of-way line at a location designated by Developer or the Municipality. Composition of sidewalks must be of poured concrete with reinforcement of 6 x 6 x 10 gauge mesh no less than four inches (4") in depth over four inches (4") of gravel base.

Section 14. Mailboxes. Each Owner of an improved Lot must install a mailbox and post of a design approved by Developer.

Section 15. Prohibited Placement of Vehicles and Trailers. Boats, boat trailers, recreational vehicles, mobile homes, house trailers, campers, motor homes, motorcycles or commercial vehicles or trailers or other specialty type vehicles may not be permanently parked, stored, placed or remain exposed on any Lot other than within a garage or approved accessory building. The word "permanently" is here defined as a period in excess of fourteen (14) consecutive days in any calendar year, TIME IS OF THE ESSENCE.

Section 16. Driveways - Parking Pads Prohibited. All driveways and turning aprons must be finished with either brick, concrete, or another suitable material, excluding asphalt, which must be approved in writing by Developer prior to installation. Installation must be completed no later than six (6) months following date of occupancy. Off-driveway parking pads or areas are prohibited.

Section 17. Storm Drainage. All storm water collectors, including french drains, down spouts, surface troughs, or otherwise, must be connected to the storm water system of the Plan or to adequate dry wells constructed on the Lot by the owner.

Section 18. Animals - Pets. With the exception of household pets, the raising, breeding or keeping of other animals, livestock or poultry within the Plan is strictly prohibited. Household pets may be maintained so long as the same are kept under the control of the owner and do not create a nuisance to other Owners and so long as they are not kept for breeding or other commercial purposes.

Section 19. Debris - Rubbish. Debris of any sort, including that resulting from excavation, construction or grading, must be removed from the Plan area by Owner or Owner's contractors or builders immediately following the activity from which the debris has accumulated. No debris, rubbish or scrap materials shall be permitted by an Owner, or an Owner's contractors, builders or agents, to accumulate or be disposed, placed or dumped within any area of the Plan. This provision shall not apply to debris, rubbish or other materials intended for pickup under a regularly scheduled municipal refuse collection service, however, in that circumstance, the placement of such materials for collection must not be done earlier than 5:00 P.M. on the day immediately preceding the scheduled collection. Such materials must be stored prior to placement for collection in tightly closed plastic bags or sanitary containers in a location obscured from view from the front street, road or way.

Section 20. Submission of Plans Required. All building plans and construction drawings for proposed residential dwelling structures and any other proposed accessory structures and improvements, no matter when construction is proposed, must be submitted prior to commencement of construction to Developer to assure exterior architectural and design compatibility and to verify that the completed construction will be in compliance with these Restrictions. No excavation or construction work will be permitted until Developer has given written approval of the submitted plans. One set of the final approved plans will be retained for reference by

Developer to guard against unauthorized deviation from the approved plans. After written approval hereunder, no work or construction which deviates from the approved plans shall commence until revised original plans have been resubmitted to Developer for written approval by Developer.

Section 21. Exterior Finish of Improvements. All dwellings and accessory structures or improvements constructed on any Lot shall be finished with suitable exterior building material consisting of cedar, stone, brick, stucco or finishes of equal quality which shall extend to the grade of the Lot and which shall allow for no exposure of the building foundation above grade. Aluminum and vinyl siding are permitted only on soffits and fascia. The designation and description of the exterior finish materials are subject to approval by Developer and must be specified on the building plans and construction drawings required to be submitted to Developer for written approval prior to commencement of construction.

Section 22. Building Permits. A Lot Owner may not apply to the municipality for a building permit prior to securing the written approval of the plans by Developer in accordance with these Restrictions.

Section 23. Violation and Enforcement of Covenants and Restrictions. Upon violation or attempted violation of these Covenants and Restrictions by any owner, person or entity, it shall be lawful for Developer, Association or the Owner or Owners of any Lot in the Plan to prosecute appropriate proceeding in law or in equity against the violator to enjoin or otherwise prevent such violation, or attempted violation, and to recover monetary damages resulting from any prohibited action, including consequential damages, costs of suit and reasonable attorney's fees.

Section 24. Developer's Amendments of Covenants and Restrictions Limited Power of Attorney. Developer hereby expressly reserves the right to alter, modify or amend these Covenants and Restrictions from time to time hereafter as long as Developer is the Owner of any Lot in the Plan and as long as the alteration, modification or amendment, in Developer's judgment, is beneficial to and does not adversely or detrimentally affect the internal harmony of the Plan. For this purpose, all purchasers and Owners of any Lots in the Plan, whether legal or equitable, for themselves and their respective heirs, personal representatives, fiduciaries and assigns, entering into an agreement to purchase, or by accepting a deed to any Lot in the Plan, do hereby irrevocably designate and appoint Developer as their attorney-in-fact, coupled with an interest, to execute, acknowledge, deliver and record any documents deemed necessary to effectuate and accomplish such alteration, modification or amendment of these Covenants and Restrictions.

Section 25. Severability. If any one or more of these Covenants and Restrictions is hereafter declared by judgment, decree or order of a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the then remaining Covenants and Restrictions which shall continue in full force and effect as though the stricken provisions were originally a part hereof.

ARTICLE VII

PENNSYLVANIA MUNICIPALITIES PLANNING CODE

This Declaration shall be construed so as to grant the Borough of Franklin Park all the rights, duties and responsibilities as are provided for under the Pennsylvania Municipalities Planning Code, (approved on July 31, 1968, P. L. 805 and 53 P. S. 10101, et seq.) as amended, as the may be determined to apply to the Plan.

WITNESS the execution hereof, the day and year first above written.

[Handwritten Signature]
Secretary
[Corporate Seal]

CONCEPTUAL PROPERTIES, INC.
By *[Handwritten Signature]*
President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

ON THIS, the 23rd day of June, 1992, personally appeared before me PETER N. CANOVALI, who acknowledged himself to be the President of CONCEPTUAL PROPERTIES, INC., a Pennsylvania Corporation, and that he, as such President, being authorized to do so, executed the foregoing Declaration for the purposes therein contained to the end that the same may be recorded as such.

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

[Handwritten Signature: Michael Georgalas]
Notary Public

[Notary Seal: Michael Georgalas, Notary Public, Allegheny County, Pa.]

[Corporate Seal: Conceptual Properties, Inc.]

My Commission Expires:
Notarial Seal
Michael Georgalas, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 15, 1994
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
JUN 24 10 03 AM '92

Franklin Park Borough	
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BARRINGTON MANOR PLAN OF LOTS	
Fees: _____	_____
W. J. MENEGETTY COUNTY OF ALLEGHENY, PA	
Mail to:	26, 92 MJF
	RICHARDS AND KELLY
	ATTORNEYS AT LAW
	900 LAW AND FINANCE BUILDING
	PITTSBURGH, PENNSYLVANIA 15219
	PHONE 281-2620

1-3002

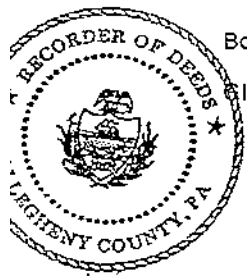
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

RECORDED on this 24th day of June A.D. 1992

in the Recorder's Office of the said County in Deed

Book Volume 8747, page 345

GIVEN under my hand and the seal of the said office the day and year aforesaid.



Michael J. Pelle Vecchia

Recorder.

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AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Affecting Barrington Manor Plan of Lots.
Franklin Park Borough, Allegheny County, Pennsylvania

THIS AMENDMENT is made this 31st day of March, 1993, by CONCEPTUAL PROPERTIES, INC. in accordance with the reservation of right to amend as contained in Article VI, Section 24 in the Barrington Manor Plan of Lots Declaration of Covenants, Conditions and Restrictions, as recorded in the Recorder's Office of Allegheny County, Pennsylvania on June 24, 1992 in Deed Book Volume 8747, page 345.

WHEREAS, THE Declaration of Covenants, Conditions and Restrictions in Article VI, Section 3 provide that "[t]he finished living area, exclusive of porches, basements and garages, of any dwelling shall contain not less than 2,700 square feet for a ranch style and 3,200 square feet for one and one-half and two story dwelling."

WHEREAS, CONCEPTUAL PROPERTIES, INC., desires to amend Article VI, Section 3 and Article VI, Section II, in accordance with the authority retained in the aforesaid Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions are hereby amended as follows:

1. Article VI, Section 3, is hereby amended to read as follows:

Section 3. Building Areas - Dwelling. The finished living area, exclusive of porches, basements and garages, of any dwelling shall contain not less than 2,700 square feet.

2. Article VI, Section II, is hereby amended to read as follows:

Section II. Garages. Garages must be integral with, or attached to, the principal dwelling.

And in all other aspects, the Declaration of Covenants, Conditions and Restrictions as recorded on June 24, 1992, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 8747, page 345, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on the date and year first above written.

Rajindar Wadhwa
RAJINDAR WADHWA
Secretary

CONCEPTUAL PROPERTIES, INC.
by: Peter M. Canovali
PETER M. CANOVALI
President

(seal)

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JUN 17 93 093647

<p>AMENDMENT TO DECLARATION OF GOVERNANTS, CONDITIONS AND RESTRICTIONS</p>	<p>Affecting Barrington Manor Plan of Lots, Franklin Park Borough, Allegheny County, Pennsylvania</p>	<p>Fees: <u>1050</u> <u>KIP-391</u></p>	<p>MAIL TO: RICHARDS AND KELLY ATTORNEYS AT LAW 800 LAW AND FINANCE BUILDING PITTSBURGH, PENNSYLVANIA 15218 PHONE 281-2620</p>
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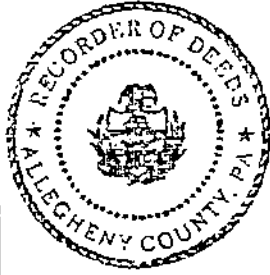
RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
JUN 17 9 53 AM '93

DEED
REGISTRY
JUN 21 '93
COUNTY OF
ALLEGHENY, PA

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



MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS



SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Affecting Barrington Manor Plan of Lots,
Franklin Park Borough, Allegheny County, Pennsylvania

AMENDMENT is made this 10 day of June, 1994, by CONCEPTUAL
INC. in accordance with the reservation of right to amend as
Article VI, Section 24 in the Barrington Manor Plan of Lots
of Covenants, Conditions and Restrictions, as recorded in the
Office of Allegheny County, Pennsylvania on June 24, 1992 in Deed
8747, page 345.

CONCEPTUAL PROPERTIES, INC., by Amendment dated March 31, 1993,
in the Recorder's Office of Allegheny County, Pennsylvania on June
Deed Book Volume 8987, page 397, amended Article VI, Section 3 and
Section II as more fully appears in said Amendment, and

CONCEPTUAL PROPERTIES, INC. now desires to further amend Article
3 so as to re-state such Article and Section.

HEREFORE, The Declaration of Covenants, Conditions and Restrictions
y amended are hereby further amended as follows:

Article VI, Section 3, is hereby amended to read as follows:

Section 3. Building Areas - Dwelling. The finished living area,
exclusive of porches, basements and garages for ranch style
dwelling shall contain not less than 2,700 square feet and all
other dwellings shall contain not less than 3,200 square feet.

Other aspects, the Declaration of Covenants, Conditions and
as recorded on June 24, 1992, in the Recorder's Office of
County, Pennsylvania in Deed Book Volume 8747, page 345, as amended
Volume 8987, page 397, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on the date and year first
above written.



Treasurer

CONCEPTUAL PROPERTIES, INC.

by 

PETER M. CANOVALI, President

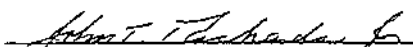
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ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)


On this, the 10 day of June, 1994, personally appeared before me, PETER M. CANOVALI, who acknowledged himself to be the President of CONCEPTUAL PROPERTIES, INC., a Pennsylvania Corporation, and that he, as such President, 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.


Notary Public

Notarial Seal John T. Richards, Jr., Notary Public Pittsburgh, Allegheny County My Commission Expires Dec. 27, 1997 Member, Pennsylvania Association of Notaries
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I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania



Michael A. Della Vecchia
MICHAEL A. DELLA VECCHIA
 RECORDER OF DEEDS

JUN 13 94 097274

	SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS	Affecting Barrington Manor Plan of Lots, Franklin Park Borough Allegheny County, Pennsylvania	Fees, \$ _____ <i>D-150</i> <i>2150</i> <i>MS-3</i> <i>1</i>	RECORDER, Mail to: RICHARDS AND KELLY ATTORNEYS AT LAW 900 LAW AND FINANCE BUILDING PITTSBURGH, PENNSYLVANIA 15219 PHONE 261-2620 1-3092
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DEED
 REGISTRY
 JUN 16 1994
 COUNTY OF
 ALLEGHENY, PA

JUN 13 3 30 PM '94
 RECORDER OF DEEDS
 ALLEGHENY COUNTY, PA

VOL. 9235 PAGE 604

9247-345

THIRD AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Affecting Barrington Manor Plan of Lots,
Franklin Park Borough, Allegheny County, Pennsylvania

THIS AMENDMENT, made this 23rd day of September, 1994, by CONCEPTUAL PROPERTIES, INC., in accordance with the reservation of right to amend as contained in Article V, Section 24 in the Barrington Manor Plan of Lots Declaration of Covenants, Conditions and Restrictions, as recorded in the Recorder's Office of Allegheny County, Pennsylvania on June 24, 1992 in Deed Book Volume 8747, page 345.

WHEREAS, CONCEPTUAL PROPERTIES, INC., by Amendment dated March 31, 1993, as recorded in the Recorder's Office of Allegheny County, Pennsylvania on June 21, 1993, in Deed Book Volume 8987, page 3976, amended Article VI, Section 3 and Article VI, Section II as more fully appears in said Amendment, and,

WHEREAS, CONCEPTUAL PROPERTIES, INC., by Second Amendment dated June 10, 1994, as recorded in the Recorder's Office of Allegheny County, Pennsylvania on June 13, 1994 in Deed Book Volume 9235, page 602, further amended Article VI, Section 3, as more fully appears in said Second Amendment, and,

WHEREAS, CONCEPTUAL PROPERTIES, INC., desires to amend Article IV, Section 4 (d) and Article IV, Section 6, in accordance with the authority retained in the aforesaid Declaration.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions as previously amended, are hereby further amended as follows:

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1. Article IV, Section 4 (d), is hereby amended to read as follows:

(d) Annual Association Assessments may not be increased above fifteen per cent (15%) of the previous year's assessment.

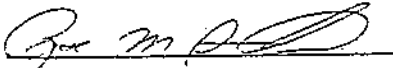
2. Article IV, Section 6, is hereby amended to read as follows:

Section 6. Date of Commencement of Annual Assessments - Due Dates
The Annual Association Assessments shall commence as to all lots on the first day of the month following the month in which the Developer conveys title to the purchased lot. The first Annual Assessments shall be effective September 1, 1994. The Assessments shall be one hundred twenty dollars (\$120.00) and shall be prorated in relation to the number of months remaining in the calendar year.

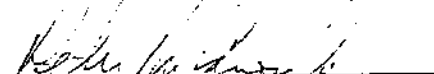
And in all other respects, the Declaration of Covenants, Conditions and Restrictions as recorded on June 24, 1992, in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 8747, page 345, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed on the date and year first above written:

ATTEST:



CONCEPTUAL PROPERTIES, INC.


Peter M. Canovali, President
Developer

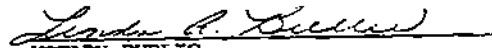
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ACKNOWLEDGEMENT

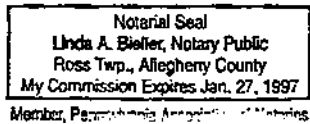
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss

On this, the 23rd day of September, 1994, before me, a notary public, the undersigned authority, personally appeared PETER M. CANOVALLI, who acknowledged himself to be the President of CONCEPTUAL PROPERTIES, INC., a Pennsylvania Corporation, and that he, as said President, being authorized to do so, execute the foregoing instrument for the purposes therein contained.

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


NOTARY PUBLIC

My Commission Expires:



FEB 10 1995 015632

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS	CONCEPTUAL PROPERTIES, INC. AMENDED ARTICLE IV, SECTION 4(d) and ARTICLE IV, SECTION 6	FEES:	L-3092(b) RICHARDS AND KELLY ATTORNEYS AT LAW 900 LAW AND FINANCE BUILDING PITTSBURGH, PENNSYLVANIA 15218 PHONE 261-2620 <i>D 2150</i> <i>MB-360</i> <i>DBV-PS</i>
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8747-345

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
Feb 10 1 50 PM '95

I hereby CERTIFY that this document is recorded in a Deed Volume in the Recorder's Office of Allegheny County, Pennsylvania

Michael A. Della Vecchia

MICHAEL A. DELLA VECCHIA
RECORDER OF DEEDS



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