

This is an amendment to the THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PIERCE BLUFFS Masters Association, said declaration being dated October 19, 2001 and Recorded in the Office of the Recorder of Deeds, Mercer County, Pennsylvania, as 2001 D.R. 17978 , this Amendment of Declaration being dated the 28<sup>th</sup> day of November 2011.

**Bylaws of The Pierce Bluffs Masters Association Revised 11/28/2011.**

**ARTICLE VII: Property Use Restrictions**

Section 7.2. Residential Use of Lots/Units. Each Lot/Unit may be used only for residential purposes and developed by the construction of a single family Dwelling Unit. If so desired by the lot owner, a lot may remain vacant without constructing a single family Dwelling Unit.

PROPOSED CHANGES TO THE DECLARATION OF SUPPLEMENTAL RESTRICTIVE COVENANTS, RESERVATIONS AND EASEMENTS FOR PIERCE BLUFFS SUBDIVISION, LOTS 2 - 31, CITY OF HERMITAGE, MERCER COUNTY, PENNSYLVANIA and Recorded in the Office of the Recorder of Deeds, Mercer County, Pennsylvania, at 2002 P.L. 0594-19.

The proposed change will apply to lots 2 - 70, excluding lot 49 (The Ledges), in the Pierce Bluffs development.

Item number 5. Will be entirely deleted from this document.

**BYLAWS OF PIERCE BLUFFS MASTER ASSOCIATION, INC.**

Recorded in the Office of the Recorder of Deeds, Mercer County, PA, as part of 2001 D.R. 17982

**Article IV. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

Section 4.04. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and the agenda for the meeting will be delivered not less than 10 nor more than 50 days before the date of the meeting, personally or by mail or email or otherwise as permitted by the Act, by or at the direction of the President, the Secretary, or the persons calling the meeting, as provided in these Bylaws, to the registered mailing address for notice (as provided in the Declaration) of each Member entitled to vote at such meeting.

Pierce Bluffs Masters Association By:

Robert Devine  
President

1-28-2012  
Date

C. Edward Meyer, Jr.  
Vice President

1-28-2012  
Date

Maria J. Selund  
Treasurer

2-2-2012  
Date



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Fee Amt: \$20.50 Page 1 of 5  
Mercer County, PA  
Dee Dee Zickar Recorder of Deeds

File **2016-00003288**

This is an amendment to the THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PIERCE BLUFFS Master Association, said declaration being dated October 19, 2001 and Recorded in the office of the Recorder of Deeds, Mercer County, Pennsylvania, as 2001 D.R. 17978, this Amendment of Declaration being dated the 11 th day of April 2016.

Bylaws of Pierce Bluffs Master Association, City of Hermitage, Pa. Revised 04/11/2016.

1.) Article VII , Property Use Restrictions , Section 7.30 Flagpoles/Flags

The only flag which will be permitted to be displayed within the development is the American Flag. The rules for displaying the flag shall follow the American' Flag Code" rules without exception. The maximum height of the flagpole shall be 25 feet. The maximum size flag for a 25 foot pole shall be either 4 x 6 or 5 x 8' foot.

All other flagpole sizes shall have a flag which is appropriate to the size of the flagpole (see below). All requests to erect a flagpole with an American Flag within the development shall be reviewed and approved by the Design Review Committee (DRC) before installation. Consideration will be given for position of the flagpole on the property, type of flagpole base, height of pole and size of flag for the pole. Any request for exceptions to the above guidelines will be considered by the DRC during their review of the request to place the flagpole.

Height of Flagpole	Recommended Flag Sizes
20'	3' x 5', 4' x 6'
25'	4' x 6', 5' x 8'

2. Article VII , Property Use Restrictions , Section 7.31, Fences

No fence will be permitted unless that homeowner can prove a safety hardship such as the property borders a steep slope drop off.

Each request to install a fence in Pierce Bluffs shall be reviewed and approved by the Pierce Bluffs Design Review Committee before the fence is erected.

3. Article VII , Property Use Restrictions , Section 7.31 , Outbuildings/Outdoor Sheds

No outdoor sheds or outbuildings are permitted to be constructed within the Pierce Bluffs Development.

4. Article VI Design Review Committee : Section 6.8.2 Deemed Nuisances. Every violation of these covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Member will be applicable. Without limiting the generality of the foregoing, these Covenants may be enforced as provided below.



(i) Fines for Violations. The committee may adopt a schedule of fines for failure to abide by the Design Review Committee Guidelines, and any rules implementing the same, including fines for failure to obtain any required approval from the committee.

The Design Review Committee shall levy a fine ranging between \$100.00 to \$1000.00 per occurrence against any homeowner/contractor for failure to obtain prior approval from the Design Review Committee for any construction on their property including but not limited to:

1. Home construction plans- altering plans after being accepted by the Design Review Committee without DRC approval.
2. Construction of Decks or Patios without DRC approval.
3. Walls, fences, landscape plans, walkways, tree houses larger than 4 x 8 feet x 8 feet Tall without DRC approval.
4. Failure to submit the required Design Review Committee builder's application Including plot plan, home blueprints, landscaping plan, deck plans, sidewalk – driveway plans, patios walls, fences or any other plan the DRC requests to be submitted for DRC approval.

The amount of the fine shall be the sole Design Review Committees decision regarding the type of infringement and the overall impact the design change has on the property and the development.

Pierce Bluffs Master Association by:

Robert Demie  
President

Edward Newmeyer  
Vice President

Mark J. Sneed  
Treasurer

4-17-16  
Date

4-17-16  
Date

4-18-16  
Date

DECLARATION OF SUPPLEMENTAL RESTRICTIVE COVENANTS,  
RESERVATIONS AND EASEMENTS FOR PIERCE BLUFFS SUBDIVISION PLAN  
PHASE III, LOTS 59A-69, CITY OF HERMITAGE, MERCER COUNTY,  
PENNSYLVANIA

All Lots within the Pierce Bluffs Subdivision Phase III, Lots 59A-69, located in the City of Hermitage, Mercer County, Pennsylvania, said subdivision being recorded in the office of the Recorder of Deeds of Mercer County, Pennsylvania on April 8, 2013 at 2013-5949-28, are subject to and shall be conveyed under and subject to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land. Each Grantee by the acceptance of a deed on behalf of themselves, their executors, administrators, heirs, successors, and assigns as a consideration of sale, agrees to keep and perform these covenants as in personam obligations. When hereinafter set forth, each reference to "Grantee" shall include themselves, their executors, administrators, heirs, successors, and assigns.

The Developer is Marathon Development, LLC, ( 1305 Boardman-Canfield Road, Suite 2.Boardman, Ohio, 44512) herein referred to as the Developer and in each instance in which there is reference to Developer said reference shall include the Developer, his executors, administrators, heirs, successors, and assigns. Any one Developer, if at any time there be more than one, shall constitute the approval as to any covenant requiring approval of Developer as hereinafter set forth.

Grantees as a consideration of sale and by acceptance of this Deed on behalf of themselves, their executors, administrators, heirs, successors and assigns to conform to and to keep and perform the following conditions, covenants, easements, and restrictions as an in personam obligation:

1. Developer hereby incorporates by reference the Declaration of Covenants, Conditions, Restrictions, and Easements for Pierce Bluffs, said Declaration being dated October 11, 2001, and being recorded October 19, 2001, at D.R. 17978, and any amendments thereto, as if they were set forth at length herein.
2. Each Grantee agrees and acknowledges that, by purchasing the Lot, they become a member of the Pierce Bluffs Master Association, Inc. (herein after "Master Association"), and shall be subject to and agrees to all of the duties, obligations, terms, covenants, conditions, agreements, and undertakings required of a member of the Association, and that these Supplemental Restrictive Covenants may be enforced by the developer and/or the Master Association.
3. The Lot designated as 60, 62, 64, 65, 67 and 69 each contains a thirty (30') foot preservation easement as shown on each Lot in the recorded plan. Said preservation easement shall be used for a natural buffer and perpetual natural preservation easement purposes only. At no time shall any underbrush or natural growth be removed from such lot, and no such lot shall be stripped of its topsoil nor shall it be stripped of its trees, or be excavated, or have refuse or trash thrown, placed or dumped upon it. No trees, bushes, shrubs, landscaping, or other plantings shall be made on the property without the prior written consent of

the Design Review Committee, hereafter "DRC". No permanent or temporary structure shall be placed or erected upon the natural buffer and easement area at any time. No Grantee shall use the natural buffer and easement area for any personal use without the prior written consent of the DRC. Any violation of this covenant shall be enforceable either by an injunctive action in the Court of Common Pleas of Mercer County, or the violation may be cured by remedial action, then the Developer and/or the Master Association, or their successors or assigns may remediate the violation, and the cost of the remediation shall constitute a lien against the Lot or Lots owned by one or more of the parties who violated this covenant and necessitated the remedial action and shall constitute a "Default Assessment".

4. All Grantees covenant and agree to mow or brush-hog their lot not less than twice per calendar month. In default thereof, and after Ten (10) days written notice to the Grantees last know address, the Developer and/or the Master Association shall have the right to enter upon any Lot, with appropriate machinery, for the purpose of removing trash or other debris and also for the mowing, cutting, landscaping, or pruning of the Lot if in the sole discretion of Developer and/or the Master Association such is necessary or if the same detracts from the overall beauty, setting, and safety of the Subdivision. Any costs incurred by Developer and/or the Master Association in enforcing this covenant shall also constitute a debt which shall constitute a personal obligation of the Grantee and shall also constitute a lien on or against the lot owned by the person or persons responsible for violating this covenant and which may be collected by Developer and/or the Master Association in suit in any Court of Competent jurisdiction. Any lien under this paragraph shall be recorded in the records of the "Master Association" and said Association shall provide estoppels lien letters upon the sale of any Lot, at a charge of fifteen (\$15) Dollars per letter.
5. Except for Lots purchased to remain as undeveloped Lots (not to be developed) as recorded in the Mercer County Court House as # 2012-00001645, all Grantees covenant and agree that they will commence construction of a residence on the Lot purchased within Thirty-six (36) months of the date of the conveyance of the Lot. In the event that the Grantee fails to commence construction in accordance with this covenant, then the Purchaser shall be deemed to have offered to sell the Lot and any improvements to the Developer or their designee, for the original price of the Lot plus the actual cost incurred for materials and for the labor of any third parties relating to improvements on the Lot, less the costs of removing any liens, assessments or encumbrances from the Lot. If accepted by the Developer and/or the Master Association, then the sale shall occur within Thirty (30) days of the "Deemed Offer", and the conveyance shall be by Deed of special warranty, and transfer taxes will be paid by the Developer and/or the Master Association. In the event that a Grantee fails or refuses to comply with the requirements of this covenant, then the Developer and/or the Master Association, or their successors and assigns, shall have the right to specifically enforce this covenant in the Court of Common Pleas of Mercer County.

In the event that a Grantee desires to sell a Lot, prior to completing construction thereon, the Developer shall have the right of first refusal to repurchase the Lot on the same terms, covenants and conditions as the Grantee offered by a third party, and the Developer and/or the Master Association shall have Fourteen (14) business days from receipt of written notice of a third party offer within which it has an option to buy. Upon the sale of a vacant Lot by a Grantee, the third party purchaser shall have an additional Thirty-six (36) months to complete construction if it is a vacant lot. If it is a sale of a lot upon which construction has already commenced, the third party purchases shall have an additional Eighteen (18) months within which to complete construction. These time periods shall apply unless the purpose of the sale was a fraudulent attempt to avoid compliance with this covenant.

6. No construction shall be commenced on a Lot, unless it is through a contractor approved by the DRC. The Master Association and the Developer.
7. The validity of any one of these covenants or restrictions shall affect only that covenant or restriction or any portion thereof and shall in no way affect the validity of any other provisions, restrictions or covenants which shall remain in full force and effect.
8. The covenants and restrictions of this Declaration shall run with and bind the land and the owner of each Lot subject to this Declaration, their respective legal heirs, representatives, successors and assigns with any monetary obligation arising from these covenants to be considered in personam, and a lien on the land or Lot in question.
9. The restrictions and covenants set forth herein shall be of the same duration as the covenants set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Pierce Bluffs, as recorded at 2001 D.R. 17978 and any amendments thereto. The covenants, conditions, reatictions and easements set forth herein shall be deemed supplemental or terminating any of said prior covenants, conditions, restrictions and easements.
10. An exception is granted to the design guidelines for lots 59A and 60 wherein the 3 car garage requirement will be changed to a 2 car garage requirement because of the irregular size of the lots. In addition, the Design Review Committee will consider a request for additional lots within Phase 3 which may have a similar hardship and would also be exempt from the 3 car garage requirement.

Attest: *Sam Brockman*

Marathon Development, LLC  
*James R. Sabatine, Jr.*  
James R. Sabatine, Jr. ~~President~~ MEMBER

Attest: *Ryan [unclear]*

Pierce Bluffs Master Association, Inc.  
*Robert Devine*  
Robert Devine, President