

PIERCE BLUFFS COMMUNITY, HERMITAGE, PA.

Pierce Bluffs
Master Association
Design Review Committee

Design Criteria

Original By Mill Creek Homes April 11, 2002 and October 1, 2004
Updated on 12/12/12

Pierce Bluffs Community Hermitage, PA

Design Review Committee

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Pierce Bluffs Community Design Criteria Design Review Committee

A. Introduction

The Design Criteria was updated in December, 2012 with modifications/clarifications marked with an (*). Last revision was in October, 2004.

- I. **Introduction:** The Design Criteria for the community of Pierce Bluffs is established in the Master Association Declarations (*Article II-definitions and Article VI-Design Review Committee) as the guidelines for regulating the architecture and quality of all construction, all landscaping and plantings, all alterations or modifications of existing improvements and all signage. Written guidelines have been included in the Builder's Manual. These guidelines may be amended from time to time.
- II. **Design Review Committee:** A Design Review Committee (DRC) of three (3) persons is appointed by the Master Association Board of Trustees to administer all procedure and policies as set forth in the Design Criteria. The DRC combines the Architectural Control Committee (ACC) and the Design Review Committee (DRC) into one committee, herein named the Design Review Committee (DRC).

The builders will be required to have all plans and specifications for site planning, construction, landscaping, and signs reviewed by the DRC. The DRC will work closely with the builders to establish an architectural theme and quality level befitting the desired image of Pierce Bluffs.

Pierce Bluffs Community Hermitage, PA

B. Builder's Program

I. Introduction

When purchasing a building site in Pierce Bluffs there are many differences to be recognized from the standard building site typically found in Mercer County, Pennsylvania.

The numerous amenities and recreational facilities provided by the developer.

The community name and image will be the primary identification in the marketplace with the builder identification secondary. This approach lends strength to the overall image, avoiding confusion in the market place and ultimately increasing sales.

The overall Design Criteria is closely controlled and monitored in an effort to maintain continuity and quality for the life of the development.

Both the Master Association and the Condominium Associations govern and regulate the operation of all common areas, architectural standards and the restrictions. This requires cooperative efforts with the developer, the Homeowners' Associations, and the builders.

II. Builder Selection

Every builder selected for Pierce Bluffs will be extensively reviewed by the Design Review Committee and hand selected for their quality, reputation, and stability. Particular attention has been given to the builder's ability to work cooperatively with the Homeowners Association, the Design Review Committee (DRC), and the other builders.

III. Design Review Committee Objectives

The DRC has established controls and guidelines set forth in the Design Criteria, to maintain continuity and quality over the entire community. This will insure economic stability and growth for both the Associations and the builder throughout the life of the development. It is the Association's intent to make the process of purchasing building sites and marketing homes as uncomplicated as possible for the builder.

IV. Builder's Obligations

Each builder will be required to meet the pace of purchase, construction and landscaping established in his builder's contract.

Any Model or Spec homes should be used for sales and marketing of Pierce Bluffs. No visible marketing of other developments should be evident in the models of Spec homes and all construction activities should be restricted to a separate construction office.

Ideally, the model home should be furnished, but certainly landscaped at a minimum.

Builders will submit house plans, material selection and landscaping approval prior to the submission for city approval. Design Review Standards have been established and are included in the Design Criteria Section.

V. Approval Procedure

Pierce Bluffs is considered a PLANNED UNIT DEVELOPMENT in the city of Hermitage, PA. The following is a sequential list of the steps required for the approval of the preliminary site plans, final site plans and permits for the individual builder.

Concept Drawings

Preliminary building site layouts, including the size of the building envelopes are prepared by the builder's or developer's architect and submitted to the DRC for review.

Preliminary Site Plan Preparation

Based upon the agreed site layout, the builder will prepare a Preliminary Site Plan. In order to obtain approval of the Preliminary Site Plan, the following information must be provided for submission:

- a. Number, type, size, location and arrangement of all units (developer requirement);
- b. Preliminary architectural elevation of the proposed home(s) including construction materials and colors;
- c. Clearing and grading plans;
- d. Preliminary site plans drawn to scale of one inch to 20 feet.

VI. Design Review Committee

The DRC will review Preliminary Site Plans and supporting documents for overall continuity and conformance to the Design Criteria prior to submission to the Government Agencies for approval.

VII. Preliminary Site Plan Submission

The Preliminary Site Plan, along with all supporting documents, is submitted by the builder to the DRC and the Clerk of the Planning and Zoning Commission.

VIII. Final Site Plan Preparation

- A. Grading and clearing plans for the site plan area.
- B. Underground improvement plans for the site plan area and the adjacent portions of the residential area.
- C. Exterior elevations and floor plans of the types of residential units which are proposed to be built for the site plan area, including:
 1. All variations of models of such units;
 2. All variations of exterior materials;
 3. All variations in exterior colors; and
 4. Typical landscaping treatments for those residential units.
- D. All landscaping plans for the perimeter of the site plan area and any common areas within the site plan area.
- E. Satisfactory arrangements for the granting of easements for water, sewer, and utility lines serving the site plan area, where easements may be granted by the plat or by separate instrument; and
- F. All other items provided as part of the Preliminary Site Plan approval process (to the extent not already listed above).

IX. Design review Committee

The Final Site Plan will be reviewed by the DRC prior to submission for approval.

X. Building Permit

After the SITE PLAN has been approved, approvals must be secured from the City of Hermitage as required.

Pierce Bluffs Community Hermitage, PA

C. Design Criteria

Statement of Architectural Intent

The following Design Criteria is a guideline to encourage architectural continuity. These criteria are not meant to limit creativity choices but to promote the feeling of quality within Pierce Bluffs by means of design consistency.

Cluster development will adopt the following with either zero lot lines of single-family lots, and approved by the local Zoning Official criteria to control the architectural design. This will be done so neighboring dwellings are harmonious with each other and compatible enough in appearance within the development as a whole, to provide an identifiable neighborhood in the community.

Design Criteria

A. Allowable Exterior Material

1. Masonry – Natural Stone, brick, cement board of simulated stone, if natural in appearance, 4” minimum depth.
2. Siding- Wood, vinyl, or cement board of variable widths.
3. Trim- Painted or stained wood, Fypon, aluminum or vinyl.
4. Windows- Wood, aluminum, PVC, clad or painted.
5. Stucco- Synthetic “stucco” materials, i.e. Dryvit (note: Consult synthetic manufacturer to determine if material is suitable for use in cold weather climate).

B. Roof-Pitch and Roofing Materials

1. Shingle Roofing- Cedar, slate, dimensional fiberglass or asphalt.
2. Slope- 6:12 minimum roof pitch for all sloped roofs (flat roofs will only be permitted on 5% of the house).

C. Design Continuity

1. All houses within Pierce Bluffs shall be compatible in character, design, material and color
2. Exterior surfacing materials shall be limited to no more than three used on any one dwelling.
3. Adjacent pods, cul-de-sacs or clusters within one development can have different designs and material or be similar to neighboring clusters with final approval dependent on DRC review.
4. Exterior materials and colors selected shall be consistent with the architectural style of the development, i.e., with DRC having final approval. Use of non-standard colors such as yellow, pink, etc. is not allowed.

DESIGN CRITERIA
PIERCE BLUFFS COMMUNITY
HERMITAGE, PA

I. ARCHITECTURAL STYLE OF THE DEVELOPMENT

- A. Style of homes should match the regional vernacular architectural styles. The entire community must have a diversity of style. Thus diversity will work to break up any monotony of one predominant plan or style merely reversed back and forth throughout a street or area. Continuity must be maintained throughout the community, which may seem contradictory to diversity. It is not and should not be confused as such. A single house plan and elevation, if varied slightly with respect to color, roof pitch, window style or size or type and façade can be diverse, yet maintain the continuous character of the development. Rear elevations facing major streets should receive additional architectural consideration.
- B. The intent of this Design Review is to foster creativity, individualism and a holistic community comprised of several architectural styles of houses, each one individual but with continuity and character throughout the development. The following outline will be used to review the plans submitted. The review includes but is not limited to the following.

II. SIZE AND LOCATION

- A. The minimum dwelling unit area requirements for a residence in Phase 1 (A1) shall be as follows: 3,000 Square Feet for two stories above grade, 2,500 Square Feet for one story above grade on lots as shown on Exhibit A(*) (lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31), (exclusive of garages, basements, porches, breezeways, etc.) and with no less than a three car attached garage.
The minimum dwelling unit area requirement for all other residence in Phase 1 (*Lots 1,2,3,4,5,6,7,8,9,10 and 11);Exhibit A2), (exclusive of condominium sites) shall be as follows: 2,400 Square Feet for two stories above grade, and 2,000 Square Feet for one story above grade (exclusive of garages, basements, porches, breezeway, etc.) and with no less than a two car attached Garage. Minimum dwelling unit areas within cluster sites shall be at the discretion of the DRC. Building front setback for single family homes shall be 50' from the property line unless modified by the DRC. Rear and side yard setback will be consistent with Hermitage Zoning.
- B. The minimum dwelling unit area requirement for residences in Phase II, (* SEE Exhibit B - Lot numbers 32, 33, 34, 35, 36, 37, 38, 39, 40, 41,42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57) shall be as follows: 2,500 Square Feet with a brick front (*or equivalent) for a two story above grade, and 2,200 Square Feet with a brick front (*or equivalent) for a one story above ground as shown in Exhibit B (exclusive of garages, basements, porches, breezeways, etc.) and no less than a three car attached garage.
- C. (*Phase III: Exhibit C-Lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69) have all the exact same requirements as Phase II. See "B" above. Lot 58 is marked on Exhibit C as "excluded").

III. ARCHITECTURAL STYLE OF HOME

- A. Homes should complement the regional vernacular architectural styles. Some examples include:
Cape Cod, Victorian, Georgian, Tudor, Normandy, Western Reserve, French Chateau, and Colonial.
- B. Roofs and Pitches: Roof Pitches should correlate with the style of the architecture. A house should not have more than two different roof pitches. Too many pitches create a cluttered unprofessional architecture.
1. Dormers and roof windows can easily add to the charm and beauty of a home. Properly proportioned and well located dormers and skylights are endorsed.
 2. Gutters and downspouts should match or complement the house exterior scheme. They should match the trim color of the house siding color and be as unobtrusive as possible.
 3. Roof pitches for ranch houses are to have a minimum slope of six (6) vertical to Twelve (12) units horizontal on the primary portion of the home. Porches on these homes may have a different slope with approval from the DRC. This is to aid in giving the house a larger presence on the street and especially when it is placed between two (2) two story houses. Special attention should be paid to properly placed dormers, reverse gables and special roof features as these elements add entrance or feature window area.
- C. Windows: Windows may be properly placed and well proportioned on all sides of the house with the DRC approval.
- D. Proportion, Scale Massing: All houses will be checked for those most important architectural criteria. Houses should be well balanced; symmetry is not required nor is symmetry necessarily balance. Window, overhangs, projected areas or portions of houses are usually a desirable attribute in many styles. Windows and decorative elements can break up large masses of the houses so that a more human scale is perceived. Patterns, rhythms and articulations of architectural elements are encouraged as these make the style more interesting.
- E. Multiple Houses in a Non Thematic Residential Area: Identical houses are not permitted adjacent to each other. It is recommended that house in a row not have the same color of siding and trim. Builders are encouraged to vary and mix floor plans. The same front elevation will not be permitted to be built repetitively down the street. It is recommended that the same house not be repeated (*).
- F. Thematic Neighborhoods: In recognition of the goal of fostering separate and distinct neighborhoods within the Pierce Bluffs Community, same-style houses within a cluster residential area will be permitted. While same-style homes will be permitted to provide a residential area with its own theme and signature, both in design and architecture, builder(s) within the neighborhood are encouraged to vary the exterior colors and materials between houses, provided that both colored and materials for each individual house complement each other and each adjacent house.

IV. COLORS FOR THE EXTERIOR

- A. Houses submitted must have complete color schemes for all exterior components. Submit color samples of each material.
 - 1. Samples must be large enough to easily view the colors.
 - 2. Submit samples of all materials, including but not limited to: paint, stain, siding trim, roof, shingles, and face Brick.
- B. Colors for an individual house should complement each other and the adjacent house. Acceptance of color schemes shall be fully the authority of the DRC and of the governing bodies. Each home will be checked against the adjacent houses.
- C. All facades of a house are to be of the same color scheme.

V. EXTERIOR MATERIALS

- A. The following list of materials shall be acceptable, including but not limited to.
 - 1. Face brick, standard or modular size, stone
 - 2. Wood, horizontal lap, bevel, vertical "V" groove, exposure to suit style of house.
 - 3. Cement board or vinyl horizontal lap style, exposure to suite style.
 - 4. Shingles, allowed on roof only, fiberglass, asphalt, wood, slate, or composition. Roll roofing is expressly prohibited.
 - 5. Siding shingles (wood) will be permitted on the proper style house.
 - 6. Paints and stains including solid hiding and semitransparent.
 - 7. Wood and metal trim work and decorative detail.
 - 8. Wood and metal railings, benches, millwork, etc.
- B. The following list of materials are expressly prohibited including but not limited to:
 - 1. Diagonal siding
 - 2. Mixed directions of siding on one house.
 - 3. Asphalt or fiberglass shingles as wall cladding.
 - 4. More than one color of face brick. (If the applicant has worked out a design scheme with more than one color, the DRC will review the design, as long as it is an architectural design).
 - 5. More than one color of siding
 - 6. Concrete block, concrete wall,
 - 7. Aluminum siding.

VI. CONSTRUCTION

- A. All homes must have side entry garages.
- B. All homes in Exhibit A (lots 12 through 31) (see attached) shall have a minimum of three (3) sides Brick, Stone, or Dryvit, or cement board as approved by the DRC.
- C. All homes with the exception of homes in Exhibit A (as above) shall have Brick/Stone, Dryvit or cement board front as approved by the DRC.
- D. All siding must be horizontal or vertical. Do not mix directions on the same house.
- E. Trims to be as desired or to suit the architectural style of the house.
- F. Porches, patios, verandas, porticos and decks are encouraged as they add a great deal of character to a house.
- G. All decks must be in the plans at time of submission. Show all railings, benches, and stairs.
- H. All homes must be designed to meet or exceed all applicable zoning and building codes and reviews of all authorities having jurisdiction over the Development.
- I. Nothing in this Document shall be construed as conflicting requirements to the zoning and building codes governing the Development. Submissions will be reviewed for compliance to the exterior architecture of the building.
- J. Each home shall utilize the approved Pierce Bluffs mailbox design. No residence shall be permitted to construct brick mailbox standards or other non-approved styles of mailboxes.
- K. Lawns shall be installed one (1) year from commencement of construction.
- L. Above ground pools are specifically prohibited within Pierce Bluffs.
- M. Any exterior modifications, additions or alternations made on or existing residences including but not limited to decks, and sun porches shall require the approval of the DRC.
- N. All driveways within Pierce Bluffs are required to be concrete, or as approved by the DRC,.
- O. Pierce Bluffs Development requires one tree per lot and two trees per corner lot as described in the Street Planting Program.
- P. Chain Link Fences will be prohibited.

EXHIBIT A

EXHIBIT A1

Part of Phase 1 Pierce Bluffs

As stated in the Design Criteria Paragraph (*IIA)

Lots: 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and 31.

EXHIBIT A2

(*Part of Phase 1 Pierce Bluffs)

(*As stated in in the Design Criteria Paragraph II A)

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

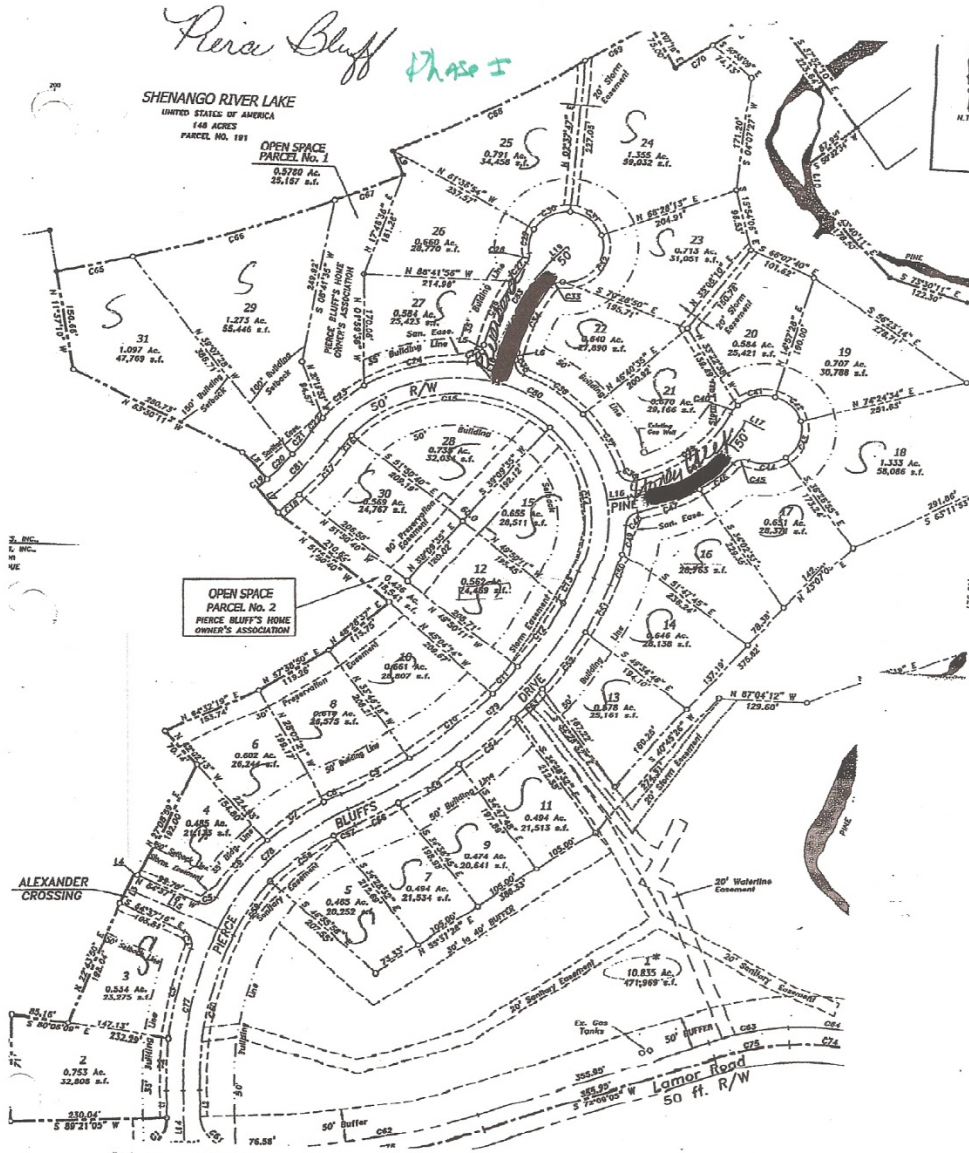


EXHIBIT B

Part of Phase II Pierce Bluffs

Lots: 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57.

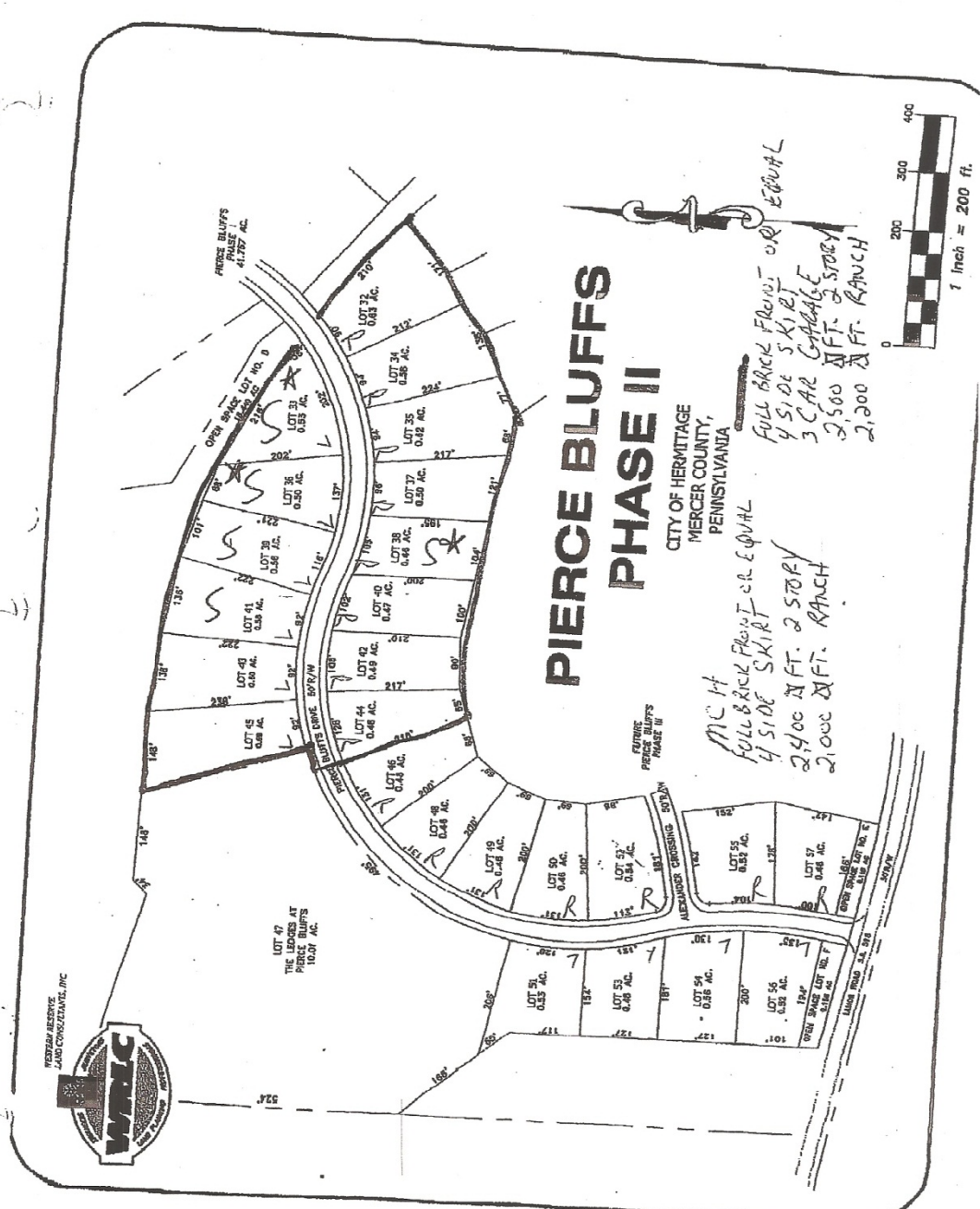


EXHIBIT C

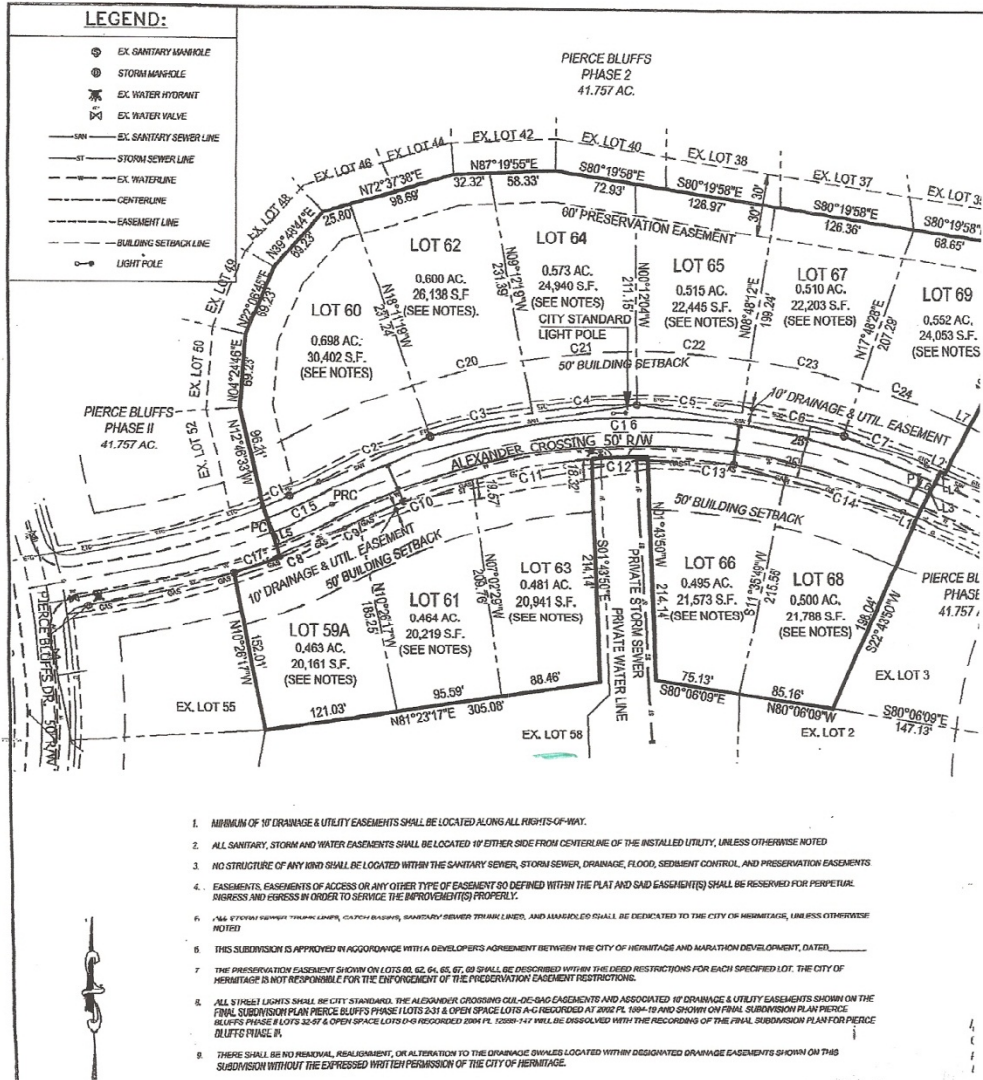
Phase III

Lots: 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, and 69.

“Excludes Lot 58” is noted on the Plan.

lots 59-69

*Phase III
ALEXANDER CROSSINGS*



Pierce Bluffs Community
Design Review Committee
Hermitage, PA

I. Street Tree Planting Program

- a. Pierce Bluffs Development requires one tree per lot and two trees per corner lot be planted in the front lawn. Each tree to be planted in the front lawn seven feet (7'0") off the back of the curb.
- b. To keep the streetscape consistent, the Developer requires that only one type of tree be planted on each street within Pierce Bluffs. The specific trees to be planted are as follows:
 - (1). Street: Pierce Bluffs Drive, Alexander Crossing
 - (2). Tree Type: Cleveland Pear
 - (3). Size: All trees must be a minimum of two inches (2") in caliper

**Pierce Bluffs Community
Design Review Committee
Design Review Application PAGE 1**

Accompanying this application must be three (3) copies of the floor plans, elevation, site plans and landscaping plans.

These items must be submitted prior to the house plan submittal for building permits.

Date application to builder _____

Builder _____

Address _____

Phone number/cell _____

Email address _____

Drawings prepared by _____

Address _____

Phone number _____

SUBLOT # _____

Total square feet _____

First floor _____

Second floor _____

Date application received _____

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List the type, manufacturer, and all possible colors and finish:

Roofing _____

Exterior Trim

(Frieze, corner, doors, windows, surrounds) _____

Gutters & downspouts _____

Siding _____

Brick/stone if applicable _____

Stucco if applicable _____

Decorative features –mantels, shutters _____

Decks, porches _____

Windows _____

Skylights _____

Garage door _____

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DRAWINGS CHECK LIST

(Three copies of each drawing required)

- 1. Preliminary Site/ Plot plan. 1 in=20 ft.**
- 2. Clearing and grading plans**
- 3. Landscaping plan (1 in=20 ft).**
- 4. Architectural drawings including floor plans (1/4 in=1.0 ft), exterior elevations (1/4 in=1.0 ft) and wall sections (1/2 in=1.0 ft).**
- 5. Description of materials and colors.**

Design Review Application PAGE 4

FOR USE BY THE DESIGN REVIEW COMMITTEE ONLY:

Date application received _____

Date application returned _____

Disposition:

Approved by: _____

Approved as corrected by: _____

Revise and resubmit by: _____

Revise corrected plans: _____

Remarks in box:

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Text Box Tools tab to change the formatting of the pull quote text box.]

12/17/12

Pierce Bluffs Community Design Review Committee

D. Pierce Bluffs Declarations Relating to New Construction

March 1, 2013

Declaration of Covenants, Conditions, Restrictions and Easements
For Pierce Bluffs, Hermitage, PA

EXHIBIT “D” dated October 11, 2001.

Article I. Statement and Purpose and Imposition of Covenants

Section 1.2 Purpose. The purpose of the Declarant in making this Declaration is to create a housing subdivision and a condominium on the Property, which ensures the attractiveness of the Property, including the residences and condominium and other improvements constructed on it; to prevent any future impairment of the Property and to guard against the construction on the Property of improvements of improper or unsuitable materials or with improper quality or methods of construction; to protect and enhance the values and amenities of the Property; to provide for the operation, administration, use and maintenance of the common areas within the Property; to preserve, protect and enhance the values and amenities of the Property, and to promote the health, safety and welfare of the owners of the Property.

Section 1.4. Imposition of covenants. To accomplish the purposes indicated above, Declarant hereby declares that from the date of recording this Declaration forward, the Property will be held, sold and conveyed subject to the following covenants, conditions, restrictions, and easements (collectively the “Covenants”). The Covenants will run with the land and will be binding upon all persons or entities having any right, title or interest in all or any part of the Property (including Declarant) and their heirs, successors, and assigns, and their tenants, employees, guests, and invitees. These Covenants will inure to the benefit of each owner of the Property.

Article II. Definitions...please refer to your copy of the Declarations for additional detail

Section 2.7. “Building Site” means the building envelope or area within a Lot delineating the boundaries within which a building or other improvement may be located, always subject to the prior written approval of the Design Review Committee.

Section 2.13. “Default Rate” means an annual rate of interest that is lesser of (i) two points above the prime rate charged by the Declarants bank or (ii) the maximum rate permitted by applicable law, whichever is lower.

Section 2.14. “Design Guidelines” or “Criteria” means the guidelines and rules published and amended and supplemented from time to time by the Design Review Committee.

Section 2.15. “Design Review Committee” or “Committee” means the committee formed pursuant to Article VI to maintain the quality and architectural harmony of improvements in Pierce Bluffs.

Section 2.21. “Improvement(s)” means all Buildings, temporary or permanent, clubhouses, parking areas, loading areas, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, swimming pools, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including,

without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvements which may not be included in the foregoing. "Improvement(s) does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvements(s) do include both original and all later changes and improvements.

Article VI Design Review Committee

Section 6.1 Committee and Guidelines

There is hereby established a Design Review Committee, which will be responsible for the establishment administration of Design Guidelines (Criteria) to facilitate the purposes and intent of this Declaration. No building or structure, including fences and walls, whether temporary or permanent, shall be commenced, erected, placed, moved onto or permitted to remain on the Property nor shall any building or structure be altered, modified or changed in anyway which changes the exterior of the appearance thereof, nor shall any new use be commenced or made on the Property or any part thereof unless an application, plans and specifications for the proposed construction, installation or change, including the description of any proposed new use thereof, shall have been submitted to and approved in writing by the Design Review Committee.

The plans and specifications submitted to the Design Review Committee shall be in such a form and shall contain such information as may be reasonably requested by the Design review Committee. The Committee may amend, repeal and augment the Design Guidelines (Criteria) from time to time, in the Committee's sole discretion. The Design Guidelines (Criteria) will be binding on all Owners and other persons governed by this Declaration. The Design Review Committee will be on file with the Association. Any conflict between provisions of the Design Guidelines (Criteria) and the provisions of this Declaration shall be resolved in favor of the Declaration. The Design Guidelines (Criteria) may include, among other things, those restrictions and limitations set forth below:

Section 6.1.1 Procedures for making application to the Committee for Design Review approval, including the documents to be submitted and the time limits in which the Committee must act to approve or disapprove any submission.

Section 6.1.2 Time limitations for the completion, within specified periods after approval, of the improvements for which approval is required under the Design Criteria.

Section 6.1.3 Designation of the Building Site on a Lot/Unit, establishing the maximum developable area of the Lot/Unit.

Section 6.1.4 Minimum and maximum square foot areas of living space that may be developed on any Lot/Unit.

Section 6.1.5 Landscaping regulations, with limitations and restrictions prohibiting the removal or requiring the replacement if existing trees, the use of plants indigenous to the locale, and other practices benefitting the protection of the environment, aesthetics, and architectural harmony of Pierce Bluffs.

Section 6.1.6 General instructions for the construction, reconstruction, refinishing or alteration of any improvement, including any plan to excavate, fill or make any other temporary or permanent change in

the natural or existing surface contour or drainage or any installation of utility lines or conduits on the Property, addressing matters such as loading area, waste storage, trash removal, equipment and material storage, grading, transformers and meters.

Section 6.2 Committee Membership

6.3 Purpose and General Authority. The Committee will review; study and either approve or reject proposed improvements on the Property, all in compliance with the Declaration and as further set forth in the Design Criteria and such rules and regulations as the Committee may establish from time to time to govern its proceedings. No Improvement will be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor will any construction, repair or reconstruction be commenced until plans for the Improvement shall have been approved by the Committee; provided, however, that Improvements that are completely within a Building may be undertaken without such approval. All Improvements will be constructed only in accordance with approved plans.

Section 6.3.1 Committee Discretion. The Committee will exercise its best judgment to see that all Improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the Building Site, height, grade and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Criteria and the Pierce Bluffs Documents. The Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements.

Section 6.3.2 Binding Effect. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, will be conclusive and binding on all interested parties.

Section 6.4 Organization and Operation of Committee

Section 6.4.1. Term. See Declarations

6.4.2. Chairman. See Declarations

6.4.3. Operations. See Declarations

6.4.4. Voting See Declarations

6.4.5. Expert Consultation. The Committee may avail itself of other technical and professional advice and consultants as it deems appropriate, and the Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its members or consultants retained by the Committee. Upon that delegation, the approval or disapproval of plans and specifications by such member or consultant will be equivalent to approval or disapproval by the entire Committee.

6.5 Expenses. See Declarations

6.6. Other Requirements. Compliance with the Pierce Bluffs design review process is not a substitute for compliance with building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses, and permits as may be required to commencing construction. Further, the establishment of the Design Review Committee and procedures for architectural review will not be construed as changing any rights or restrictions upon Owners to maintain and repair their Lots/Units and Improvements as otherwise required under the Pierce Bluffs Documents.

Section 6.7. Limitation of Liability. The Committee will use responsible judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Committee nor any individual

Committee member will be liable to any person for any official act of the Committee in connection with submitted plans and specifications, neither the Committee nor any of its members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Board, the Design review Committee, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of Pierce Bluffs Documents, nor for any structural or other defects in any work done accordingly to such plans and specifications. In all events the Committee will be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, will not be obligated to indemnify each member of the Committee to the extent any such member of the Committee is adjudged to be liable for negligence or misconduct in the performance of his duty as a member of the Committee, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

Section 6.8 Enforcement.

Section 6.8.1. Inspection Any member or authorized consultant of the Design Review Committee or any authorized officer, Director, employee or agent of the Association may enter upon any Lot/Unit at any reasonable time after notice to the Owner without being deemed guilty of trespass, in order to inspect Improvements constructed or under construction on the Lot to determine whether the improvements have been or are being built in compliance with the Pierce Bluffs Documents and the plans and specifications approved by the 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 Criteria, and any rules implementing the same including fines for failure to obtain any required approval from the Committee.
- (ii) Removal of the Non-Conforming Improvements. The Association upon request of the Committee and after reasonable notice to the offender and, if different, to the Owner, being guilty of trespass, and remove and Improvement constructed, reconstructed, refinished, altered, or maintained in violation of these Covenants. The Owner of the Improvement will immediately reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within thirty (30) days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the Default Rate from the date of the advance by the Association through the date of reimbursement in full, and all such sums and interest will be a Default Assessment enforceable as provided in Article IX.

Section 6.9. Continuity of Construction. All Improvements commenced on the Property will be prosecuted diligently to completion and will be completed within eighteen (18) months after commencement, unless an exception is granted in writing by the Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required eighteen (18) month period, then after notice and opportunity for hearing as provided in the Bylaws, the Association may impose a fine of not less than \$100.00 per day (or such other

reasonable amount as the Association may set) to be charged against the Owner of the Lot/Unit until construction is resumed, or the Improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the Board of Directors that such abandonment is for circumstances beyond the Owner's control. Such charges will be a Default Assessment and lien as provided in Article IX.

Section 6.10. Reconstruction of Common Area. The reconstruction by the Association after destruction by casualty or otherwise of any Common Area will not require compliance with the provisions of this Article or the Design Criteria.

Article VII. Property Use Restrictions

Section 7.4. Excavation No excavation will be made in connection with Improvements approved as provided in these Covenants. For purposes of this Section, "excavation" means any disturbance of the surface of the land which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land.

7.11. Construction Regulations of the Design Criteria. All Owners and contractors will comply with the portions of the Design Criteria regulating construction activities. Such regulations may affect, without limitations, the following : trash and debris removal; sanitary facilities; parking areas; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors and Owner's representations on the Property at any time; the conservation of landscape materials; and fire protection.

Section 7.17. Outside Burning. There will be no exterior fire , except barbecues, outside fireplaces, braziers, incinerator fires contained within facilities or receptacles, and in areas designated and approved by the Committee. No Owner will permit any condition upon its portion of the Property which creates a fire hazard or is in violation of fire prevention regulations.

Article XVII. Enforcement of Covenants.

Section 17.1. Violation Deemed a Nuisance. Every violation of the Declaration or any other of the Pierce Bluffs Documents is deemed to be a nuisance and is subject to all remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these Covenants will be available.

Section 17.2. Compliance. Each Owner or other occupant of any part of the Property will comply with the provisions of the Pierce Bluffs Documents as the same may be amended from time to time.

Section 17.3. Failure to Comply. Failure to comply with the Pierce Bluffs Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

Section 17.4. Who May Enforce. Any action to enforce the Pierce Bluffs Documents may be brought by the Declarant, the Board, or the Manager in the names of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Pierce Bluffs Documents, then the aggrieved Owner may bring such an action.

Section 17.5. Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 17.6 No Waiver. The failure of the Board of Directors, Declarant, the Manager, or any aggrieved Owner to enforce the Pierce Bluffs Documents will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Pierce Bluffs Documents at any future time.

Section 17.7. No Liability. No member of the Board of Directors, the Declarant, the Manager or any Owner will be liable to any other Owner for the failure to enforce any of the Pierce Bluffs Documents at any time.

Section 17.8. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Pierce Bluffs Documents, or in any legal proceedings whether or not suit is brought for damages or for the enforcement of the Pierce Bluffs Documents or the restraint of violations of the Pierce Bluffs Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorney's fees (and legal assistance fees) as may be incurred, or if suit is brought as may be determined by the court.

Article XVIII. Resolution of Disputes.. If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Pierce Bluffs Documents, such dispute or violation may be subject, if the Board so chooses, at its sole and absolute discretion, to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

Amendments:

Declaration of Supplemental Restrictive Covenants, Reservations and Easements for Pierce Bluffs Subdivision plan Phase I (at 2002-009629) and Subdivision plan Phase II (at 2004-016646) and pending inclusion of Phase III.

A. Phase I (see detailed Declaration Amendments for complete restrictions)

Item 1. Developer hereby incorporates by reference the Declaration of Covenants, Conditions, Restriction and Easements for Pierce Bluffs, said Declaration being dated October 11, 2001, and being recorded October 19, 2001 at 2001 D.R. 17978, as if they were set forth at length herein.

Item 2. Each Lot owner agrees and acknowledges that by purchasing the Lot, they become a member of the Master Association of Pierced Bluffs, and shall be subject to and agrees to all of the duties, obligations, terms, covenants, conditions, agreements and undertakings required of a member of that Association.

Item 3. The Lots designated as 6, 8, 10, 12, 15, 28, and 30 each contain 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. See item 3 in the Declaration of supplemental restrictive covenants.

Item 4. Site maintenance, mowing, debris, removal, violations

Item 5. All Lot purchasers 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 a Lot owner desired to sell a Lot, prior to completing construction thereon, ... Upon the sale of the vacant Lot by a Lot owner, the purchaser shall have an additional Thirty-six months to commence construction and (or) an additional Eighteen (18) months within which to complete construction that has been commenced, unless the purpose of the sale was a fraudulent attempt to avoid compliance with this covenant.

Item 6. No construction shall be commenced on a Lot, unless it is through a contractor approved by the Design Review Committee.

B. Phase II: (see detailed Declaration Amendments for complete restrictions)

Item 3 Phase II amendment includes that "The Lots designated as 32, 34, 35, 37, 38, 40, 42, 44, 46, 48, 49, 50, and 52 each contain 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 a refuse or trash thrown, placed, or dumped on it. No trees, bushes, shrubs, landscaping, or other plantings shall be made on the property without the written consent of the Design Review Committee. No permanent or temporary structure shall be placed or erected upon the natural buffer and easement area at any time. No Lot Owner shall use the natural buffer and easement area for any personal use without the prior written consent of the Design Review Committee. Any violation of this covenant shall be

enforceable either by an injunctive action in the Court of Common Pleas of Mercer County, or if the violation may be cured by remedial action, then the Developer, or its successors or assign 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”.

Item 5 “Upon the sale of a vacant Lot by a Lot Owner, the purchases shall have an additional Thirty-six (36) months to commence construction and /(or) an additional Eighteen (18) months within which to complete construction that has been commenced, unless the purpose of the sale was a fraudulent attempt to avoid compliance with the Covenant”.

C. Phase III: (see detailed Declaration Amendments for complete restrictions)

Phase III includes Lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, and 70.

Same Declaration of Supplemental Restrictive Covenants, Reservations, and Easements for Pierce Bluffs, Phase I and Phase II.