



RONALD H. ALBERTI
BEAVER COUNTY RECORDER OF DEEDS
810 Third Street, Beaver, PA 15009
Phone (724) 770-4560

RECORDING COVER/CERTIFICATION PAGE



Recording:

Cover Page	2.00
Recording Fee	13.00
Writ Tax	0.50
Record Improvement Fund	5.00
Additional Pages	14.00
Reference Fee	2.00

INSTRUMENT #: 3684427

Receipt#: 20231073637
Clerk: PG
Rec Date: 09/06/2023 11:11:17 AM
Doc Grp: RP
Descrip: DECLARATION OF COVENANTS
Num Pgs: 12
Rec'd Frm: STEVE SAUNDERS/CM/CELL - 724-622-4021

Total: 36.50
**** NOTICE: THIS IS NOT A BILL ****

Party1: RETTOP DEVELOPMENT CORP
Party2: RETTOP DEVELOPMENT CORP

Record and Return To:

STEVE SAUNDERS/MAIL
236 MOWRY ROAD
MONACA PA 15061

I hereby CERTIFY that this document is recorded in the
Recorder of Deeds Office of Beaver County, Pennsylvania



Ronald H. Alberti

Ronald H. Alberti
Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover page sheet, document data always supersedes.
*COVER PAGE MAY NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT
FOR ANY ADDITIONAL INFORMATION

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING
MONTGOMERY RIDGE AT YELLOW GATE ESTATES, A PLANNED COMMUNITY POTTER
TOWNSHIP, BEAVER COUNTY, PENNSYLVANIA**

Recorded June 6, 2022
in the Recorder's Office of Beaver County in
Plan Book Volume 40, Page 11

WHEREAS, Rettop Development Corp. is the owner and developer of certain parcels of real estate located in the Township of Potter, County of Beaver, Commonwealth of Pennsylvania, being known as Lots 1-58 in the Montgomery Ridge at Yellow Gate Estates Subdivision as recorded in the offices of the Recorder of Deeds of Beaver County, Pennsylvania at Plan Book Volume 40, Page 11.

WHEREAS, this Declaration desires to create a Common Interest Community ("the "Community") under provisions of the Uniform Planned Community Act 68 PaC.S. §§ 5101-5414 and to this end, desires to subject said real property to the covenants, conditions and restrictions hereinafter set forth; for the benefit of future property owners, tenants, and successors.

SECTION I – DEFINITIONS

1. As used herein, the following terms shall have the following meanings:

- a. "Developer" or "Declarant" shall mean Rettop Development Corp., its successors and/or assigns.
- b. "Governmental Entity" shall aggregately mean and refer to the Township of Potter, County of Beaver, Commonwealth of Pennsylvania and each other governmental entity entitled to exercise control over the Subdivision under the laws of the Commonwealth of Pennsylvania.
- c. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any supplements or amendments thereto.
- d. "Owner" shall mean any person or entity that shall purchase or otherwise hold title to any lot within the aforesaid plan from the Developer and/or its successor or assigns. As to rights, privileges and duties "Owner" shall include occupants and guests.
- e. "Occupant" shall mean the resident of a single-family structure.
- f. "Plan" shall mean the Montgomery Ridge at Yellow Gate Estates Plan of Lots.
- g. "Lot" shall mean any designated area, unit or space for single-family ownership and occupancy; shown upon any recorded plan and the improvements thereon.
- h. "SFTF" shall mean the Aliquippa municipal authority owned, small flow treatment facility to service the wastewater needs of the Lots, as regulated by the Department of Environmental Protection ("DEP").
- i. "Lot System" shall mean the individual components of the SFTF situate on each Lot for the purpose of collection and transport of wastewater from the Lot to the force main.
- j. "Finished Living Area" shall mean the area contained within a dwelling house reasonably usable by its inhabitants excluding all porches, decks, enclosed patios, basements (finished or unfinished), attics, garages and out buildings.

SECTION II – PROPERTY SUBJECT TO THIS DECLARATION

The property subject to this Declaration is the Montgomery Ridge at Yellow Gate Estates Subdivision as recorded in the offices of the Recorder of Deeds of Beaver County, Pennsylvania at Plan Book Volume 40, Page 11.

SECTION III – MAINTENANCE ASSESSMENTS

1. Each Owner by acceptance of the deed thereof, whether or not it shall be expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay the Special assessments or charges.
2. As there is no community HOA. The Township of Potter may from time to time, issue a special assessment for the upkeep and maintenance of all stormwater infiltration berms and swales, as required by DEP.
 - a. Special assessments for capital improvements
The special assessments and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest and cost thereof (including reasonable attorney's fees) shall be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.
3. Any assessment not paid within thirty (30) days after the due date shall be subject to a \$15.00 late fee. The Township may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot owned by such Owner. No Owner may waive or otherwise escape liability for the assessment provided here-in by abandonment of his Lot.
4. The lien of the assessments provided herein shall be subordinate to the lien of any bona fide first mortgage or deed of trust. Sale or transfer of the Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage or deed of trust foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Lot from liability for any assessment thereafter becoming due or from lien thereof.

SECTION IV – SMALL FLOW TREATMENT FACILITY

1. Lot Owners are responsible for their respective Lot System, to include, but not limited to, the service line, tank, pump, and controls to the SFTF force main. Any repairs of the Lot System must be with Orenco original parts/equipment, or if Orenco original parts/equipment are unavailable, with like parts/equipment approved by the Declarant or SFTF Aliquippa Municipal Authority.
2. The SFTF will be operated by a third-party licensed facility operator selected and compensated by the Declarant or the Aliquippa Municipal Authority, as the case may be, according to Paragraph V. 1 herein.

3. The SFTF is a municipal facility and is neither maintained nor operated by Potter Township. Potter Township is not financially or materially responsible for any aspect of the SFTF, including the Lot Systems.
4. The Declarant or SFTF Aliquippa Municipal Authority, as the case may be, according to Section V. 1 herein, will schedule and pay for Lot System tanks to be pumped every three (3) years and supply proof to Potter Township in accordance with the Township Ordinance. Each Lot Owner is required to permit a waste hauler, selected by the Declarant or Authority, to enter their Lot for the purpose of pumping the Lot System tank. Such access shall be in accordance with the Plan easements and shall not be deemed as trespass.
5. Declarant and SFTF Municipal Authority, for themselves, their officers, directors, owners, employees, successors, agents, and assigns, shall at all times indemnify and hold the Township, its elected officials, employees, agents and assigns, harmless from any claims, suits, legal expenses or judgments which may be brought against the Township or against any Township officials and employees and/or against the Declarant or Association or any of their successors in title for any adverse conditions causally and directly related to the operation by Declarant or Municipal Authority of the SFTF. The Declarant and Association shall have the duty to defend the Township, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the operation of the SFTF by the Declarant or Municipal Authority. In the event the Declarant or Association fails to undertake the defense of the Township as to any such claim and the Township is required to enter upon its own defense, Declarant or Municipal Authority shall reimburse the Township for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and any judgment rendered against the Township as a result of such suit. In the event the Declarant or Municipal Authority, their officers, directors, owners, employees, successors, agents, and assigns, shall fail to pay the costs, engineering and legal fees, other expenses or damages as herein provided and the Township is required to pay same, the Township shall have the right to recover said funds it has expended either by a civil action against the Developer or Municipal Authority, or their officers, directors, owners, employees, successors, agents, and assigns or by causing a lien to be recorded on the Lot or Lots in an amount equal to the sums required to be expended.
6. Declarant or SFTF Aliquippa Municipal Authority, as the case may be according to Section V.1 herein, shall set the rates for sewage treatment ("Rates") and shall assess such Rates against each Lot Owner, collect such Rates, and pursue delinquent Rates. Conversely, Lot Owners shall timely pay set Rates for sewage collection and treatment in accordance with the direction of the Declarant or SFTF Authority, as the case may be. Delinquent Rates are subject to collection by any legal means available including enforcement described in Section VI. In the event, the Declarant or SFTF Authority default on its/their responsibilities under these Covenants, the Final Approval of the Subdivision, or the Agreement for the Installation or Operation of the Small Flow Treatment Facility, the Township of Potter shall be a third-party beneficiary of the collected and delinquent Rates for purposes of interim or permanent operation, maintenance, repair, replacement, or closure of the SFTF; provided, however, that the Township is not legally obligated, except by direction of the DEP, to assume any responsibility for the SFTF.
7. The Declarant and Municipal Authority shall promulgate rules and regulations for the Lot Systems that shall be binding on the Lot Owners and enforceable by the Declarant, Municipal Authority and/or their designee.

8. Lot Owners shall comply with all rules, regulations and Rate assessments and the failure to comply is enforceable against each Lot Owner in accordance with all legal rights and remedies set forth in this Declaration, or are otherwise available to the Declarant and/or the Municipal Authority.

SECTION V – TERMS AND ENFORCEMENT

1. It is specifically agreed and acknowledged by all parties to these Covenants, Conditions and Restrictions that the Governmental Entity is and shall continue to be the Aliquippa Municipal Authority and has the authority to administer and enforce these Covenants, Conditions and Restrictions.
2. This declaration and the restrictions contained herein shall run with the land and shall be binding upon the Developer and all Owners or persons claiming under the Developer or Owners, their heirs, successors and assigns.
3. This Declaration shall be binding upon and shall insure to the benefit of all parties acquiring an interest in any of the Lots within the aforesaid plan of lots or any portion thereof, and such parties' respective successors and assigns; provided, however, that the covenants and restrictions herein contained shall assign only with respect to the period of its or their respective ownership of Lot or Lots or portion thereof and, after transfer, such party shall remain liable only for its or their undischarged obligations or breaches, as the case may be, as may have accrued or have been incurred prior to the date of such transfer.
4. The invalidation of any one or more of the covenants or restrictions contained herein by judgment, decree or order of court shall not affect the validity or any other provision of the Declaration.
5. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Developer, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass.
6. Should the Developer or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or re-entry, by such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Lot Owner and the reversionary owner shall have a lien upon such Lot or Lots to secure payment of all such accounts.
7. Should the Owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Lot Owner in whose favor said lien has risen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of 18% per

annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

8. The breach of any of the foregoing covenants, conditions, reservations or restrictions, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portion of Lots, but these binding upon and effective against any such mortgagee or Owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, or otherwise.
9. No delay or omission on the part of the Developer or the Owners in the Plan in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of its failure to bring any actions on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein which may be unenforceable by the Developer.

SECTION VI – USE RESTRICTIONS AND CONDITIONS

1. One single family dwelling is the only permitted principal structure on each lot.
2. Easements shown on the Plan and those that are recorded are reserved for drainage, utility installations and maintenance, and for such purposes and uses as may be shown on said Plan as recorded. All Lots are subject to such easements. Potter Township shall have unrestricted access to all easements.
3. The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface water that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots.
4. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots.
5. No basement, garage or structure other than the single family dwelling shall be used as a total residence, temporarily or permanently.
6. Secondary structures must comply with all Potter Township ordinances and building codes.
7. Owner is responsible for maintaining all areas that are not heavily wooded (including all areas in which the natural surface has been disturbed, filled, cut, removed or graded), to maintain erosion control.
8. No planting or other material shall be placed or permitted to remain on any lot which may damage or interfere with any easement or which may measurably change, obstruct or retard the direction or flow of any drainage channels.

9. No fence, wall, hedge, plantings or any other thing which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot, so as not to obstruct motorist's viewing.
10. No fence shall be erected on any Lot or along any lines thereof, nearer to the road upon which said Lot fronts than the main front wall of the dwelling structure erected thereon, except that split rail fences or other open fences shall be acceptable, and no fence shall be built to a height greater than six (6) feet.
11. No debris, rubbish or scrap material may be placed or dumped on any Lot in said Plan.
12. Satellite dishes greater than two (2) feet in diameter shall not be permitted on any Lot or house. Television and radio antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. Satellite dishes may only be located in the rear portion of the Lot.
13. No mobile homes or manufactured homes shall be permitted. Panelized construction is permitted.
14. All driveways shall be a minimum of asphalt.
15. All lots will have a lamppost to be placed along the driveway at the road right-of-way. The dwelling shall not exceed two and one-half (2 ½) stories in height. The finished living area of any dwelling shall not be less than 1,500 square feet; other than a ranch dwelling with an attached two-car garage which shall have a finished living area of not less than 1,300 square feet.
16. All plot plans and building plans for dwellings to be constructed upon lots within the aforesaid plan shall be submitted to the Developer for its approval as to design compatibility with other dwellings constructed within the plan and as to compliance with this Declaration. The following provisions shall regulate the approval process for the construction of each single-family residential dwelling in the Plan.
 - a. Prior to the commencement of any construction, grading or excavation on any Lot, three (3) sets of Plans and Specifications for such proposed structure or improvement on any Lot must first be submitted by Owner or Builder to the Developer for written approval in accordance with the declarations and provisions of these Protective Covenants and the Construction Agreement. Developer shall promptly review all such Plans and Specifications and shall respond to the Owner or Builder in writing within five (5) business days after receipt of a complete set of all such Plans and Specifications. If Developer fails to respond, then such Plans and Specifications shall be deemed to have been approved. Plans and Specifications shall include, but are not limited to:
 - i. Elevations
 - ii. Construction drawings
 - iii. Boundary survey
 - iv. Footprint plot plan showing the location of the proposed dwelling and/or accessory buildings, access driveways, the location of all setback lines
 - v. External building material
 - b. An Owner or Builder shall not apply for a Building Permit without first having obtained the Developer's signed Certificate of Approval and a stamped and signed set of Approved Plans. One (1) set of each plans shall be retained by the Developer, one (1) set shall be submitted to Potter Township with the building permit application, and one (1) set maintained by the Owner or Builder.
 - c. Prior to the commencement of any subsequent changes or modifications to the Approved Plans, either of the original Approved Plans or any additional subsequent construction, a

written request for the issuance of a Certificate of Approval for Revised Plans must be submitted by Owner or Builder to Developer. The Plans and Specifications for such request must be submitted in duplicate, together with all such changes or modifications clearly marked on the original Approved Plans. Developer shall promptly review all such Plans and Specifications and shall respond to the Owner or Builder in writing within ten (10) business days after receipt of a complete set of all such Plans and Specifications. If Developer fails to respond, then such Plans and Specifications shall be deemed to have been approved. The Owner or Builder shall not be permitted to commence any work until a Certificate of Approval for Revised Plans has been issued by the Developer. One (1) set of Revised Approved Plans shall be retained by the Developer and one (1) set maintained by the Owner or Builder.

- d. The Developer shall have the right, but not the duty, to inspect the dwelling during construction.
17. All dwellings constructed on any lot in said Plan shall be finished with suitable exterior building material which shall include 30% brick or stone (or other material approved by the Developer) extended to the grade of said lot, with no exposed block foundation. All chimneys extending to the roof shall be completely brick or stone.
18. All dwellings constructed shall have a minimum eight (8) inch overhang on all sides of the structure.
19. Porches and steps to porches shall have a concrete footer installed below the frost line.
20. Doors that are 4' or more above ground level shall lead to a deck, balcony or porch which is to be constructed as part of the initial home construction and shall be completed prior to occupancy. The barricading of doorways leading to "future" decks, balconies or porches is a safety hazard and shall not be permitted.
21. In order to assure continuity in the improvements of lots in the Plan and to assure that no damage is caused to existing improvements relating to the digging and backfilling of foundations, trenching for underground utility service to dwellings, rough and final grading, and spreading of topsoil, the excavator must be approved by the Developer. The Developer will maintain a list of Approved Excavators.
22. Secondary structures must comply with all Potter Township ordinances and building plans shall be submitted to the Developer for its approval as to design compatibility with other structures constructed within the plan and as to compliance with this Declaration The Developer's written approval shall be obtained and evidenced by Developer's endorsement upon the face of the plan prior to submission of any application for building permit to the Township of Potter. One set of the aforesaid plans, as approved, shall be retained by the Developer, and the Developer shall have the right, but not the duty, to inspect the structure during construction.
23. When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.
24. No debris incidental to construction on one Lot may be placed on any other Lot. All debris must be removed by completion of work to which it is incidental; or upon suspension of the work for any reason beyond brief, temporary suspension.
25. Owner is responsible for seeding, sodding, or landscaping and maintaining all areas that are not heavily wooded (including all areas in which the natural surface has been disturbed, filled, cut,

removed or graded), to maintain erosion control. Said seeding, sodding, or landscaping is to be done within 30 days or the next immediate growing season after erection of the residence on any Lot, whichever occurs first.

26. All driveways and turning aprons must be a minimum width of 16' for garages whose entrance faces the street and 11' for garages whose entrance faces the side or rear of the Lot.

SECTION VII – NUISANCES

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; except that dogs, cats or other household pets may be kept inside the residence, provided that they are not kept, bred or maintained for any commercial purpose.
2. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No Lot shall be used for storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the Occupants of surrounding Lots.
3. In the event that any Lot Owner shall fail or refuse to keep his Lot free from weeds, underbrush, refuse piles or other unsightly growths or objects, the Township may enter upon such lands and remove the same at the expense of the Lot Owner. Such entry shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Township and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after demand is made therefore.
4. No automobile or motor driven vehicle shall be left upon a Lot for a period longer than thirty (30) days in a condition where it is not able to be operated upon the public highway; after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Lot.
5. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any Lot unless the same are in a garage or at the rear of the dwelling and out of view from the curb in front of the dwelling. The reasonable use of such vehicles as may be necessary during construction shall not be prohibited by this requirement.
6. No cars shall be parked on the road by an Owner.
7. No permanent trade or business signs shall be located on or upon a Lot.
8. Trash and garbage containers shall not be permitted to remain in public view except on evenings before pick-up or days of trash collection.

SECTION VIII – MISCELLANEOUS

1. No Lot may be further subdivided, even if such a subdivision is permitted by the Township of Potter; however combining adjoining Lots is permitted.
2. All utilities; including electrical service, telephone, and cable TV, servicing the individual residence and Lots must be underground.
3. No earth, fill, or topsoil shall be removed from any Lot without prior written permission by the Developer.
4. Developer shall have the right to maintain anywhere in the Plan such advertising signs as the Developer, in its sole discretion, deems appropriate to sell Lots in the Plan. Developer may at any time relocate such advertising signs.
5. Each Lot Owner shall agree to accept the responsibility and transfer from the Developer and/or Co-Permittee of the required Pennsylvania General NPDES Permit for the discharges of storm water from construction activities as issued by the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau of Land and Water Conservation.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved to public utilities and to Beaver County or any agency thereof, as shown on the recorded plat and this instrument shall in no way affect, limit or restrict the same.

IN WITNESS WHEREOF, the developers have caused this instrument to be executed as of the 6th
day of September, 2023.

ATTEST:

Steven B. Saunders
Rettop Development Corp. Officer *assistant Secretary - Treasure*

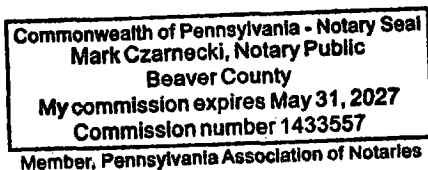
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BEAVER

On this 6th day of September, 2023, before me, a Notary Public in and for the
Commonwealth of Pennsylvania, personally appeared Steven B. Saunders assistant secretary
Treasure, known to me or satisfactorily proven to be the person whose name
is subscribed to the within instrument and acknowledge that they executed the same for the purposes
therein contained.

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

Mark Czarnicki

Notary Public



IN WITNESS WHEREOF, this instrument is executed the ____ day of _____, 20____.

ATTEST:

Rettop Development Corp.

(Buyer)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BEAVER

On this _____ day of _____, 20____, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared _____ and _____, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

IN WITNESS THEROF, I hereunto set my hand and official seal:

Notary Public