

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WASHINGTON SQUARE
(a flexible planned community)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WASHINGTON SQUARE (a flexible planned community)(hereinafter referred to as this "Amendment"), is made on the date hereinafter set forth by **ENVIRONMENTALLY SOUND ENTERPRISES LLC**, a Pennsylvania corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for Washington Square (a planned community) on or about October 1, 2013 in the Office of the Department of Real Estate of Allegheny County, Pennsylvania in DBV 15390 page 389 (the "Original Declaration"); and

WHEREAS, the Declarant recorded that certain Amended and Restated Declaration of Covenants and Restrictions for Washington Square (a flexible planned community) on or about October 18, 2013, in the Office of the Department of Real Estate of Allegheny County, Pennsylvania in DBV 15408, page 128 (the "Restated Declaration");

WHEREAS, the Restated Declaration contains certain ambiguities and inconsistencies regarding the installation of fences, sheds and other ancillary improvements which may be made upon a Lot, and Declarant, being in control of the Association, hereby desires to correct such ambiguities and inconsistencies by the recording of this Amendment.

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, receipt of which is hereby acknowledged, Declarant, for itself, its successors and assigns, hereby files the following First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Washington Square (flexible planned community) and declares that all of the Property described in the Restated Declaration shall be held, sold, occupied and conveyed subject to the Restated Declaration, as amended herein, which covenants, conditions and restrictions shall run with the land and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner or occupier thereof.

1. Amendment to Article 6(e). Article 6(e) of the Restated Declaration is deleted in its entirety and replaced by the following provisions which shall run with and bind the land:

“(e) Except as may be permitted by the EBP consistent with the provisions of Article V herein, other than a Living Unit, no buildings including sheds, trailers, garages or any other buildings or other structures shall be erected, either temporarily or permanently, provided, however, this use restriction shall not apply to the temporary placement of a construction trailer used in conjunction with the sale of Lots and erection of home(s) in the Plan.”

2. Amendment to Article 6(r). Article 6(r) of the Restated Declaration is deleted in its entirety and replaced by the following provisions which shall run with and bind the land:

“(r) Except as may be permitted by the EBP consistent with the provisions of Article V herein, only invisible fencing is permitted on a Lot. All other fences are prohibited on Lots unless approved. Invisible fencing is defined as follows: electronic fences used for animal control. This prohibition on fences shall not apply to fences installed by Declarant on Common Facilities and easement areas.”

3. Full Force and Effect. Except as expressly set forth in this Amendment, all terms, conditions and covenants of the Restated Declaration are incorporated by reference herein and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 12 day of Feb, 2014.

ATTEST:

ENVIRONMENTALLY SOUND
ENTERPRISES LLC, a Pennsylvania
Corporation

By: 

[SEAL]

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 12 day of Feb, 2014, before me, a Notary Public, the undersigned officer, personally appeared Ann C. Murphy, the Sole Manager of Environmentally Sound Enterprises, LLC, a Pennsylvania limited liability company, know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in the capacity and for the purposes therein contained.

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

Mary E. Williams
Notary Public

My commission expires:
2/10/15



