## Exhibit A COVENANTS

WHEREAS, the undersigned, CAR-McP, Inc. a Pennsylvania corporation, is the owner of all of the lots in the Fox Run Plan in Elizabeth Township, Allegheny County, Pennsylvania, said plan being recorded in the Recorder's Office of Allegheny County, in Plan Book Volume \_\_\_\_\_ and,

WHEREAS, the undersigned owner desires to restrict the use to which said lots may be put.

NOW, THEREFORE, be it know that the undersigned owner does hereby adopt the following restrictions and covenants to which all of the lots in said Plan shall be subject:

- 1. These Restrictions and Covenants shall run as Covenants with the land and shall be binding upon the undersigned and all persons claiming under or through it until December 31, 2014; subject to extension beyond that date under (13) below.
- 2. Each and all of the lots in said Plan shall be designated and used as residential lots.
- 3. All architectural house design shall be approved by the Developer and shall be consistent with the development. The exterior building material must be brick to grade on all sides of the structures. Minimum exposed brick will be 60%; this is inclusive of brick to grade. The exterior of building may be brick to grade on Cedar Drive only.
- 4. Concrete driveways will be installed in lieu of asphalt or gravel.
- The lawns must be either seeded or sodded for the entire area; said seeding or sodding to be done within six months or next immediate growing season after erection of house on lot, whichever occurs first.
- 6. The landscaping requirement shall include a minimum of (2) 4" caliper trees, (6) bushes 2'-3' in height. Location shall be in the front yards of homes.
- 7. No pre-fabricated steel or particleboard buildings can be erected on any of the aforesaid lots. Any accessory building such as a shed shall have the same exterior as the main house structure with shingled roof.
- 8. All dwellings shall be completed within one year of the date of the building permit. No occupancy of an uncompleted dwelling shall be permitted.
- 9. All dwellings will use the service of Dominion/Peoples Gas.
- 10. All lots shall be subject to easements for public utilities as installed.
- 11. No debris incidental to work on one lot may be placed on another lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason except brief temporary suspension).
- 12. Builder and homeowners shall become co-permitee's on the earth disturbance permit and be subject to the rules and regulations of Allegheny County Conservation District.
- 13. No recreational vehicle or vehicles, boat or boats, construction equipment or truck or trucks may be parked in the open on any of the aforesaid lots after completion of construction.
- 14. Each dwelling owner must install a dusk to dawn exterior post lamp no closer than (20) feet to the curb.
- 15. Any of the covenants noted at (3), (4), (5), (6), (7), (8), (9) and (10) above may be modified in their applications and/or in their terms, at the discretion of the undersigned as long as the undersigned comprises 5% ownership of the total lot owners of record, and after on the written recommendation of something more than a simple majority acting through their established, and not an Ad hoc Association, and in either case after reasonable and general notice to and opportunity to be heard by lot owners generally.
- 16. These Covenants are made for the common benefit of all owners in said Plan who by acquisition of their respective lots, shall be conclusively deemed to have accepted and agreed to these Covenants, so that if the owner of occupant of any lot shall at any time violate, or attempt to violate, any of the Covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or lots in said plan to prosecute a proceedings in law or in equity against such person or persons violating, or attempting to violate any such Covenants, and to prevent him or them from so doing, and to recover damages for such violations, including but not limited to expenses, losses and attorney's fees incidental to such action.

- 17. The Covenants shall extend beyond December 31, 2014, if at that time the lot owners at Fox Run Plan have an established and functioning Home Owners Associations which Association shall then and thereafter have the power in itself to make absolute what would before have been its recommendation under (11), and the undersigned shall no longer have any rights or standing under these Covenants. If such an Association is the existing as aforesaid, but thereafter ceases to exist as a functioning entity, these Covenants shall thereupon be conclusively deemed to be then terminated absolutely.
- 18. Invalidation of any one of these covenants or restrictions by judgment, decree or order of Court shall be in no way affect any of the other provisions, which shall in full force and effect.

ATTEST:	CAR-McP, Inc.
Salvadore Cargnoni, Secretary	Jack S. Cargnoni, President
	James G. Cargnoni
	Sam McPherson, Sr.