

**PUBLIC OFFERING STATEMENT
PLYMOUTH VALLEY ESTATES PLANNED COMMUNITY**

NAME OF COMMUNITY: Plymouth Valley Estates Planned Community
Plymouth Township
Montgomery County, Pennsylvania

**NAME AND ADDRESS
OF DECLARANT:** Driscoll Tract, LLC
1120 Bethlehem Pike
PO Box 280
Spring House PA 19477

**EFFECTIVE DATE OF
PUBLIC OFFERING
STATEMENT:** October 20, 2020

THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY DECLARANT IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION PERTINENT TO CONSIDERATION OF A PURCHASE OF A UNIT AT PLYMOUTH VALLEY ESTATES PLANNED COMMUNITY. SINCE IT IS AN ABBREVIATED FORMAT, PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE COMPLETE DOCUMENTS REFERRED TO IN THIS BOOKLET FOR COMPLETE INFORMATION.

WITHIN 7 DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A UNIT FROM DECLARANT.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT IN AN AMOUNT EQUAL TO 5% OF THE SALES PRICE FOR SUCH UNIT, UP TO \$2,000.00, OR IN AN AMOUNT EQUAL TO THE DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER.

IF A PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER MORE THAN 7 DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THAT CONTRACT.

EVERY PROSPECTIVE PURCHASER SHOULD READ THIS BOOKLET CAREFULLY

Format of this Booklet

This booklet consists of four separate sections. This first section, entitled “PUBLIC OFFERING STATEMENT”, summarizes the significant features of Plymouth Valley Estates Planned Community and presents additional information of interest to prospective purchasers. The other three sections include: (1) the proposed Declaration of Plymouth Valley Estates Planned Community, (2) the proposed Bylaws of Plymouth Valley Estates Planned Community, and (3) the annual budget (proposed or actual as the case may be) of Plymouth Valley Estates Planned Community. The Declaration and the Bylaws are herein referred to as the “Community Documents”. If there is any variation between this Public Offering Statement and the Community Documents, the Community Documents will govern.

No person or sales agent or other representative of Declarant may orally modify the terms and conditions of the Community Documents or interpret their legal effect. All capitalized terms which are not defined in this Public Offering Statement have the meanings set forth in the Declaration or in the Bylaws.

A Brief Description of Plymouth Valley Estates Planned Community

Plymouth Valley Estates Planned Community is located in Plymouth Township, Montgomery County, Pennsylvania. The initial Community shall consist of thirty (30) Units in the first phase of development of the Property, shown as Units 1 through 11 and Units 17 through 35. Each Unit shall consist of the subdivided residential Lot as designated on the record plan prepared by Charles E. Shoemaker, Inc. dated February 12, 2014, last revised February 12, 2019, as recorded in the Office of the Recorder of Deeds of Montgomery County (“Plan”). Each Unit will also consist of the single-family detached dwelling constructed on each such Lot. Each new Unit will contain 3-5 bedrooms and 2.5-4.5 bathrooms. The new Units will have substantially maintenance-free exteriors consisting of manufactured stone, vinyl siding and composite wood trim. However, the exteriors are subject to change subject to buyer’s selected options before or, if timely, during the construction process. At this time, the Community is ultimately contemplated to include seventy-nine (79) Units.

The Declarant intends to construct the roadways, walking trail and the bio-retention basins, swales, underground pipes, inlets and other components (collectively referred to as the “Stormwater Management System”). Declarant further intends to construct sewer lines which will be dedicated to the Plymouth Township and water lines which will be dedicated to Aqua Pennsylvania, Inc.

Summary of Community Documents

The Community Documents, consisting of the Declaration and Bylaws, are part of this booklet. They will create and govern the operation of the Community.

a. **Declaration.** The Declaration is the formal, legal document which creates the Community. Before completing settlement on any Unit, Declarant must create the Community by recording the Declaration in the Office for the Recorder of Deeds of Montgomery County,

Pennsylvania. The Declaration specifies the boundaries of the Unit, identifies the Common Facilities and Controlled Facilities, and sets forth the basis on which voting and liability for the expenses of the Association will be allocated among the Units.

Article II of the Declaration identifies the initial Community consisting of thirty (30) Units in the first phase of development, being subdivided residential Lots shown as Units 1 through 11 and Units 17 through 35 on the Plan. Each Unit will also consist of the single-family detached dwelling constructed on each such Lot. The Declarant intends to construct the roadways, walking trail, Stormwater Management System, sanitary sewer lines and water lines. The Declaration reserves the right to convert a portion of the Property into additional Units and Common Facilities. The Declaration ultimately contemplates the creation of seventy nine (79) Units.

Article III of the Declaration describes the Units, Common Facilities, and Controlled Facilities which comprise the Community. Each Unit shall consist of the subdivided residential Lot as designated on the Plan and the single-family detached dwelling constructed on each such Lot, along with the dwelling's mechanical or structural components.

Common Facilities shall consist of the walking trail, emergency access easement area, sanitary sewer force main, open space areas, the fencing located around the perimeter of the stormwater management basins, the bio-retention basins, and the other portions of the Stormwater Management System not located within the title lines of any Lot. Sewer lines and water lines located beyond the boundaries of a Lot shall comprise Common Facilities until such time as any portion of such sanitary sewer and/or water lines are accepted for dedication. Roadways within the Community shall be offered for dedication to the Township but shall comprise Common Facilities until such time as accepted for dedication.

Controlled Facilities shall consist of portions of the walking trail, any portions of the Stormwater Management System, and any underground utility lines located within land of PECO Energy Company and maintained by the Association pursuant to a certain Easement Agreement, stormwater facilities located within the PennDOT right of way, portions of sidewalks which are located adjacent to Open Space Areas A and B, and retaining walls located within or along the boundaries of Units 28, 29, 30, 31, and 34. Any portion of the Stormwater Management System within Lots which are maintained by the Association or any portion located on adjoining property in accordance with the Stormwater Easement Agreement shall be maintained by the Association as a Controlled Facility. Street lights shall be maintained as Controlled Facilities. The 20-foot wide emergency access easement through adjoining property pursuant to the Emergency Access Easement Agreement shall be maintained by the Association as a Controlled Facility.

Article IV of the Declaration describes various easements to which the Units, Common Facilities, and Controlled Facilities will be subject. Easements are created to facilitate the ongoing development of the Property. The Declaration specifically reserves an easement over the entire Property for access by the Association and the Township, or their employees, agents, or contractors, to maintain the Common Facilities and Controlled Facilities; to maintain utility and service lines and equipment; and to maintain and correct drainage of surface water. The Declaration further reserves certain rights for the benefit of the Township, its successors and assigns, an easement over any portion of the Property for the purpose of inspecting, maintaining, servicing, repairing and

replacing any Common Facilities or Controlled Facilities, including but not limited to Stormwater Management System. Specifically, easements are established over portions of Lots 6, 17, 18, 27, 28, 29, 30, 34, 35, 43, 44, 45, 46, 47, 48, , 54, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79 for inspection and, if necessary, maintenance, repair or replacement of portions of the Stormwater Management System located within such Lot; over the front portion of Lots 36 through 41 for the purpose of maintaining, repairing, and replacing the sanitary sewer force main; and over portions of Units 63 and 64 for the purpose of installing, maintaining, repairing, and replacing a water line.

The Association is subject to an Operations and Maintenance Agreement with the Township relating to the maintenance of Sanitary Sewer Facilities as well as the maintenance of grinder pumps and laterals from a force main to Units 36 through 41. Also, the Association is subject to an Easement Agreement with PECO Energy Company providing for the Declarant, the Association and their respective successors and assigns to have a right of access on, over and under a 15-foot wide strip of land and a 30-foot wide strip of land on the PECO Energy Company property located between the two development areas of the Association for the purpose of constructing, maintaining, repairing and replacing walking trails and portions of the Stormwater Management System. The Association will also be subject to a certain Indemnity Agreement for Application for PennDOT Highway Occupancy Permit that will make the Association responsible for cleaning, maintenance, repair, refurbishment, reconstruction and replacement of subsurface stormwater management facilities located within the PennDOT right of way. Further, pursuant to a certain Emergency Access Easement Agreement, the Association has the right of access on, over and through a certain 20-foot wide emergency access easement for the purpose of permitting the Declarant, the Association and their respective successors, assign, employees and contractors to install, construct, reconstruct and maintain an emergency access area passable by pedestrians and vehicles. Finally, pursuant to the terms of a Stormwater Easement Agreement, the Association has the right of access over a certain 20-foot wide stormwater easement upon, across, through and over a portion of adjacent property for the purpose of permitting Declarant, the Association and their respective successors, assigns, employees, agents and contractors to install, construct, maintain, repair and remove stormwater collection and conveyance and related facilities and improvements, including stormwater pipes, and to permit the use of such area for stormwater collection and conveyance as well as the use of a stormwater pipe on the adjoining property to collect and convey stormwater.

Article V of the Declaration specifies that every Unit Owner is a member of the Association and explains how and when a membership interest shall be transferred. Members shall receive one (1) vote for each Unit in which they hold the interest required for membership. If there are co-owners to a Unit, all co-owners shall be Members but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

Article VI of the Declaration describes certain restrictions which are applicable to the use and occupancy of Units and Common Facilities. Each Unit shall be used as a residence for a single family dwelling and for no other purpose unless otherwise permitted within the Declaration and by the applicable Township Zoning Ordinance. Restrictions include, but are not limited to, restrictions against noxious activities, certain signage, parking in certain portions of the Community, restrictions against the parking of certain types of vehicles, and restrictions against interfering with natural draining patterns, including keeping stormwater management swales clear of sheds or other structures which might impede drainage flow.

No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools, trampolines, or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days. Fences shall be permitted subject to architectural approval in accordance with Section 13.1. No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee, and all exterior lighting installations require prior approval of the Architectural Committee. Only one satellite dish shall be permitted per Unit, and such satellite dish may not be placed in the front of any Unit, shall be subject to review and approval of location by the Architectural Committee, and may not be greater than thirty-nine inches (39") in diameter. All leases of Units are subject to the provision of the Uniform Planned Community Act, the Declaration, and the Association's Bylaws and the Rules and Regulations. Generally, the restrictions stated in this Article are not applicable to the Declarant, its successors or assigns, and may not be applied in any manner to prevent the completion of improvements or the construction of dwellings on Units.

Article VII of the Declaration creates the three (3) member Executive Board which will run the Association. The Executive Board will have the power to appoint and delegate to committees, to hire and/or remove managers or other professionals that assist in operating or maintaining the Community, to pay any amount necessary to discharge encumbrances levied against any part of the Property, to abate or enjoin any violations by Unit Owners, and to address and determine disputes between Unit Owners.

Article VIII of the Declaration provides the mechanism by which the Association shall establish assessments to collect from each Unit Owner sufficient funds to support the annual budget of the Association. Each Unit shall be equally assessed. Each Unit Owner agrees to pay to the Association an annual Assessment for Common Expenses, Special Assessments, and Limited Common Assessments. In addition, every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Declarant, pay to the Association an initiation fee in the amount of One Thousand Dollars (\$1,000). Upon the resale of a Unit, the purchasing owner shall pay the Association a capital improvement fee as then established by the Association, which fee cannot exceed the annual assessment for Common Expenses charged to that particular Unit during the more recently complete fiscal year of the Association. Unit Owners are subject to interest, late charges, costs, fees and/or liens for unpaid assessments. All utilities provided to the Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay.

Article IX details the respective maintenance and repair obligations of Unit Owners and the Association. Generally, Unit Owners shall be responsible for maintaining their Unit in a neat, safe, sanitary, and attractive condition. Except if otherwise noted, each Unit Owner shall also be responsible for maintaining the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, windows, decks, gutters and downspouts, roofs, patios, driveways and service walks. Each Unit Owner shall be responsible to maintain landscaping within such Unit Owner's Unit, including pruning, watering, and replacement. Each Unit Owner shall be responsible for properly watering the lawn area and landscaping after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Unit Owners shall be responsible for maintenance of, including snow removal from, portions of

common sidewalks which lie immediately adjacent to the front and to the rear of such Unit Owner's Unit as well as maintenance of, including snow removal from, driveways and sidewalks located within the Unit. Unit Owners shall also be responsible to maintain any portion of the Stormwater Management System located within such Unit Owner's Unit. Lots 36 through 41 will be served by a shared driveway which will be subject to a mutual easement agreement. Unit Owners of Units 36 through 41 shall be responsible for inspection, testing, repair, replacement and removal of grinder pumps within their Units as well as sewer laterals extending from their homes to the common force main serving such Units.

The Association shall maintain the Common Facilities and Controlled Facilities in good order and repair. The Association will be responsible for mowing lawns, turf application, annual edging and mulching, pruning and replacement of plant material. The Association will be responsible for maintaining the portions of the Stormwater Management System located within the common open space as a Common Facility. The Association shall further be responsible for maintaining underground stormwater pipes or other components of the Stormwater Management System located within the PECO Easement Area, and located within the area designated by the Stormwater Easement Agreement as well as subsurface stormwater management facilities located within the PennDOT right of way as Controlled Facilities. The Association shall be responsible for maintenance of emergency access located within the Property as a Common Facility and shall be responsible for maintaining the portion of the emergency access located on adjacent property as a Controlled Facility. The Association shall be responsible for maintaining the sanitary sewer force main serving Lots 36 through 41 as a Controlled Facility; the cost of any inspection and maintenance shall be assessed against such Lots. The Association shall also be responsible for maintaining the perimeter fencing located around the stormwater management basins and shall be responsible for maintenance of, including snow removal from, portions of sidewalks located adjacent to Open Space Area A and Open Space Area B. The Association is also responsible for maintaining the street lights. The Association shall also be responsible for maintaining the retaining walls located along the boundaries of or within Lots 28, 29, 30, 31 and 34.

The Association and applicable Unit Owners shall maintain the Storm Water Management System in accordance with the Post-Construction Stormwater Management Plan and any maintenance agreements with the Township. The Declaration, Operation and Maintenance Agreement, and PCSM Plan list the specific inspection and maintenance responsibilities applicable to the various components of the Stormwater Management System. Such responsibilities are set forth on the following chart:

BMP #	TYPE OF BMP	SECTION (SEE NITRATE COMPLIANCE TABLE)	SITE LOCATION/ PARCEL NUMBER OF THE BMP	AGENCY RESPONSIBLE FOR THE BMP	RECOMMENDED OPERATION/ MAINTENANCE PROCEDURES FOR EACH BMP
1	Bio-retention basin (Basins 1, 2, 3A-C)	Structural BMP 6.4.5 Nonstructural BMP 5.6.2	Southern corner of upper parcel, lower parcel – east of existing drainage way, lower parcel – west of existing drainage way	Association	<p>Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.</p> <p>The basin shall be cleaned of sediment at the completion of site construction activities. Future sediment removal may be required in a 10 to 20 year period. Trash and floating debris shall be removed monthly. A complete annual inspection shall be made for erosion. Displaced rip-rap, bare grass cover, vegetative conditions and embankment stability issues and shall be repaired if noted. During periods of extended drought, the basin may require watering.</p> <p>Mow seeded basin side slopes twice a year. Recommended dates for mowing are early July for the first cutting and a second cutting in March up to April 15th. Mow seeded areas when the ground is dry and cut at height of 6” – 8” during the dormant season.</p> <p>Monitor basin for intrusion by invasive plants such as thistle. Eliminate invasive plants by spot mowing, spot spraying or wick application of an appropriate herbicide or manual or mechanical pulling. A combination of strategies may be the best appropriate. Do not use herbicides within 50 feet of streams.</p>
2	Dry-extended Detention Basin (Basin #30)	Structural BMP 6.4.5 Non-structural BMP 5.6.2	Lower Parcel – East of east of existing drainage way	Association	Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.
3	Lawn areas and proposed landscaping	Structural BMP 6.7.3 Non-structural BMP 5.6.2	Lawns and landscape beds throughout site	Unit Owners	All lawn areas should be mowed and maintained. Areas where lawn is disturbed should be reseeded and mulched immediately to re-establish uniform vegetative cover. All trees shown on the landscape plans should be maintained in good health.
4	Swales	Structural BMP 6.7.3 Structural BMP 6.4.5	Throughout site as shown on plans.	Association	Swales should be inspected for channelization, accelerated erosion and or other failures of permanent

					stabilization in areas of damage; replace with appropriate liner and stabilize accordingly.
5	Landscape Restoration	Structural BMP 6.7.2	Throughout site as shown on landscape plan.	Association	All trees on the landscape plan should be maintained in good health.

Article X of the Declaration details the insurance to be carried by the Association. This insurance is in addition to the insurance which will be carried by the individual Unit Owners on the individual Units. No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association, or would result in an increase in the premium for the Association.

Article XI of the Declaration contains provisions regarding protection of anyone who holds a mortgage on any Unit. The mortgagee is entitled to notice and right of approval on certain substantial amendments to the Declaration if they should occur.

Article XII of the Declaration contains provisions limiting the liability of the Executive Board and appointed Committee Members and providing that such member(s) of the Executive Board and Committee Members will be indemnified by the Association except for acts of willful misconduct or gross negligence in the performance of their duties.

Article XIII of the Declaration establishes the architectural control of the Association and an architectural review process for any exterior construction, alteration or modification of a Unit, including but not limited to, materials, location, color, and other topographical modifications.

Article XIV of the Declaration establishes that the every Unit Owner, occupant or mortgagee is subject to the provisions in the Community Documents and shall comply with all such document provisions. All such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Unit. Additionally, this Article explains the process of how the Declaration may be amended by the Unit Owners. The Declaration reserves the right to create additional Units, Common Facilities and Controlled Facilities within Convertible Real Estate. Such reservation is subject to certain limitations, including the number of Units may be constructed within the Convertible Real Estate with each building constituting a separate phase of additional Units added. Further, the reservation will lapse upon completion of construction of the buildings containing the seventy nine (79) Units within the Convertible Real Estate and in no event shall the reservation continue beyond 10 years after the date of recording of the Declaration.

Article XV of the Declaration provides the mechanism for turnover of control of the Executive Board from the Declarant to the individual Unit Owners, and provides for the enforcement of the Community Documents by the Association, any Unit Owner or the Township.

A copy of the Declaration is attached hereto as Exhibit "A"

b. **Bylaws.** The Bylaws are the rules for governance of the Community Association, which all Unit Owners are members, and which serve the same purpose as the Bylaws of a corporation.

Articles II and III of the Bylaws provide for the registered office and corporate seal of the Association.

Article IV of the Bylaws discusses the membership in the Association and meetings of the Association.

Articles V and VI of the Bylaws provide for the management of the Association by an Executive Board and the mechanism for nominating and electing an Executive Board.

Article VII describes the powers and duties of the Executive Board.

Article VIII discusses the election of specific officers of the Association and the powers of the respective officers.

Article IX sets forth the provisions for the filling of vacancies which occurs in the Executive Board.

Article X mandates the Association to keep accurate books and records on the activities of the Association.

Article XI authorizes the Association to issue membership certificates evidencing membership in the Association.

Article XII sets forth the right of the Association to receive income and realize an incidental profit.

Article XIII provides for the issuance of an annual report by the Executive Board.

Article XIV sets forth the notice requirements for meetings of the Executive Board and the membership.

Article XV contains miscellaneous provisions governing the Association.

Article XVI establishes indemnification of officers and directors from liability for their activities in their roles as officers and directors.

Article XVII establishes the Association's right to levy assessments.

Article XVIII establishes a procedure for alternate dispute resolution.

Articles XIX and XX provide for the amendment to the Bylaws.

A copy of the Bylaws is attached hereto as Exhibit "B"

c. **Rules and Regulations.** The Declaration provides that the Executive Board may adopt reasonable Rules and Regulations.

PROSPECTIVE PURCHASERS ARE REMINDED THAT THE ABOVE IS ONLY A SUMMARY OF THE COMMUNITY DOCUMENTS. PURCHASERS ARE URGED TO REVIEW THE COMMUNITY DOCUMENTS IN THEIR ENTIRETY.

Association Budget

A projected budget prepared by Declarant for the first year of operation of the Community is attached as Exhibit “C” to this Public Offering Statement. It is impossible to predict how costs will change between the effective date of this Public Offering Statement and the date of the first conveyance of a Unit and therefore, the budget must necessarily be subject to change in the future. However, Declarant believes that the current version of the budget is based upon the most reasonable cost estimates that can be made at this time on the basis of information currently available. In preparing the budget, Declarant assumes that the cost of operation would continue to increase at the present inflation rate for such costs. As the Association has not yet been formed, no balance sheet for the Association is available.

Based on the budget, a projected Common Expense assessment is \$1,200.00 per year for each Unit.

There are no services not reflected in the budget that Declarant currently provides or will provide or expenses which Declarant pays or will pay that Declarant presently expects may become Common Expenses in the future.

Structural Components

All structural components of the improvements which the Declarant will cause to be constructed on the Units, as well as the utility installations in the Community, will be installed as new, with the exception of previously installed installations and structural components related to the previously existing dwellings and structures in the Community. The structural components of the newly constructed Units include the foundation system and footings, beams, girders, lintels, columns, walls and partitions, roof framing systems, roofing and sheathing. The major utility installations include sewer and water lines and the Stormwater Management System components. The anticipated useful life of these newly constructed structural components and major utility installations, together with the estimated cost (in current dollars) of replacing each of the same, are estimated in the schedule set forth in this section. The information provided in the schedule below is only a good faith current estimate of the Declarant based on the Declarant’s familiarity with the construction of homes and development of lots, and is not a warranty or representation of any kind. The useful life of the structural components and utility installations may decrease depending upon weather conditions, maintenance, misuse and other factors outside of the Declarant’s control. During the course of construction of Plymouth Valley Estates, it may be necessary to add items to the reserve but may not necessarily listed in the schedule below.

<u>Item</u>	<u>Estimated Useful Life</u>	<u>Estimated Replacement Cost (current dollars)</u>
Sidewalk along Open Space	20 years	\$11,002.50
Street Lights (19)	15 years	\$38,000.00

See Preliminary Budget of Annual Expenses attached as Exhibit "C" for additional items

Title Matters

The Community will be subject to:

a. The Declaration of Community as recorded, and conditions disclosed by the Plans, as recorded, the Bylaws and the Rules and Regulations, as each of them may be amended as provided therein;

b. Statutory easements granted by the Uniform Planned Community Act, including, but not limited to, (i) easements for structural support, (ii) easements for encroachments; (iii) an easement in favor of Declarant through the Common Facilities, as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Declarant's rights; and (iv) an easement in favor of Declarant to maintain sales office, management offices and models in the Community;

c. Easements and Restrictions described in Article IV of the Declaration including, but not limited to:

(i) Easements in favor of the appropriate utility companies to serve the Property and all appurtenances thereto;

(ii) Easements in favor of the Unit Owners, the Association and their invitees, employees, tenants and servants for access, egress and ingress over, through and across each portion of the Common Facilities pursuant to such requirements, as the Executive Board may from time to time prescribe;

(iii) An easement in favor of Association to inspect, maintain, repair and replace the Common Facilities;

(iv) Easements in favor of the Township for maintenance of the Common Facilities, if needed.

(v) Easements portions of Lots 27, 28, 29, 30, 31, 34, 35, 53, 54, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79 for inspection and, if necessary, maintenance, repair or replacement of portions of the Stormwater Management System located within such Lot; over the rear portion of Lots 36 through 41 for the purpose of maintaining, repairing, and replacing the sanitary sewer line; and over portions of Units 63 and 64 for the purpose of installing, maintaining, repairing, and replacing a water line.

(vi) An Operations and Maintenance Agreement with the Township relating to the maintenance of Sanitary Sewer Facilities as well as the maintenance of grinder pumps and laterals from a force main to Units 36 through 41.

(vii) An easement agreement with PECO Energy Company providing for the Declarant, the Association and their respective successors and assigns to have a right of

access on, over and under a 15-foot wide strip of land and a 30-foot wide strip of land on the PECO Energy Company property located between the two development areas of the Association for the purpose of constructing, maintaining, repairing and replacing walking trails and portions of the Stormwater Management System.

(viii) An emergency access easement agreement providing the Association with the right of access on, over and through a certain 20-foot wide emergency access easement for the purpose of permitting the Declarant, the Association and their respective successors, assign, employees and contractors to install, construct, reconstruct and maintain an emergency access area passable by pedestrians and vehicles.

(ix) A stormwater easement agreement providing the Association with the right of access over a certain 20-foot wide stormwater easement upon, across, through and over a portion of adjacent property for the purpose of permitting Declarant, the Association and their respective successors, assigns, employees, agents and contractors to install, construct, maintain, repair and remove stormwater collection and conveyance and related facilities and improvements, including stormwater pipes, and to permit the use of such area for stormwater collection and conveyance as well as the use of a stormwater pipe on the adjoining property to collect and convey stormwater.

(x) An Indemnity Agreement for Application for PennDOT Highway Occupancy Permit dated November 2, 2017 by and between Declarant and Plymouth Township, such agreement being recorded on November 15, 2017 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6069, Page 1202.

d. The matters of record, to the extent they continue to affect the Community as set forth in Section 1.2 of the Declaration.

Warranties

Declarant offers the limited warranty expressly required by Section 5411(b) of the Uniform Planned Community Act relating to Units and Common Facilities. As defined in the Community Act, the term "structural defects" means "those defects in components constituting any Unit or Common Element which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement." The Declarant warrants against structural defects in the Units and Common Facilities for a period of two (2) years. As to each Unit, the two-year warranty shall begin on the day each Unit is conveyed to a purchaser. As to Common Facilities, the warranty shall begin at the time the first Unit in the Community is conveyed to a purchaser by the Declarant.

In addition, upon written notice by the Unit Owner, the Declarant offers a limited warranty within one (1) year of the date of settlement for material defects in the heating, plumbing, air conditioning, electrical, roofing or major structural systems of a Unit, as set forth more fully in the form of the agreement of sale is attached hereto as Exhibit "D" and subject to the exclusions and limitations set forth therein.

THE DECLARANT OFFERS NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE DECLARANT IS NOT RESPONSIBLE FOR ANY ITEMS OF MAINTENANCE RELATING TO THE UNITS. WITH THE SOLE EXCEPTION OF THE WARRANTIES DESCRIBED IN THIS SECTION AND IN THE AGREEMENT OF SALE, THE DECLARANT IS SELLING THE UNITS AND ANY PERSONAL PROPERTY IN THE UNITS IN ITS THEN "AS-IS AND WHERE-IS" CONDITION. THE DECLARANT DISCLAIMS ALL IMPLIED WARRANTIES APPLICABLE TO ANY UNIT OR COMMON FACILITIES TO WHICH THE WARRANTY UNDER SECTION 5411 OF THE ACT APPLIES.

Judgments and Lawsuits

There are no outstanding and uncured notices of violations of any governmental requirements. There are no lawsuits pending against the Community of which Declarant has any knowledge.

Restraints on Transfer

There are no restraints on transfer of any portion of the Community. As noted above, however, any mortgage on an individual Unit is subject to the provisions of the Community Declaration. Unit Owners will be responsible for providing their own mortgage financing and Declarant shall have not responsibility to provide the same. Declarant does not intend to rent Units or dwellings to investors or to market blocks of Units or dwellings to investors at this time. Declarant may sell lots to other builders although it does not intend to do so at this time.

Insurance Coverage

The Executive Board will obtain the following insurance to protect the Association, and to a certain limited extent the Unit Owners as individuals:

1. Casualty insurance covering the Common Facilities and Controlled Facilities in the amount of not less than 100% of the current replacement costs;
2. Liability insurance not less than \$1,000,000 per occurrence covering the Common Facilities and Controlled Facilities;
3. Workers' compensation insurance;
4. Fidelity insurance.

The cost of this insurance will be part of the Common Expenses. Since the insurance to be obtained by the Executive Board does not protect Unit Owners against liability for accidents occurring within their Units, or cover loss or damage to Unit improvements, furniture and other personal property installed by Unit Owners, Unit Owners are advised to purchase their own community homeowners' insurance.

The Executive Board may, in the exercise of reasonable business judgment, purchase such additional insurance as it determines to be necessary.

Common Improvements

The Stormwater Management System and the Common Facilities and Controlled Facilities listed in Article III of the Declaration must be built. Financial security has been posted with the Township in an amount sufficient to insure the completion of these improvements. No fees are intended to be paid for use of the Common Facilities other than the assessments charged as part of the Association budget for the ongoing maintenance of the Common Facilities.

Hazardous Conditions

Declarant has no knowledge of hazardous conditions on the Property, such as contamination by hazardous substances, hazardous waste or the like or the existence of underground storage tanks or petroleum products or other hazardous substances. Phase I Environmental Site Assessments were performed on October 31, 2013 that identified the former presence of heating oil underground storage tanks located on the Property, which were removed in May of 1996, and a gasoline underground storage tank located on the Property, which is expected to be removed during Phase 1B. Thereafter, a Phase II Environmental Site Assessment was performed on December 4, 2013 to test the soil under the locations of said gasoline and heating oil underground storage tanks, which revealed no evidence of any releases from the oil tanks and no detectable concentrations of any of the parameters associated with gasoline from the gasoline tank, with no evidence of any significant impact to the soils. Any purchaser requiring additional information regarding hazardous substances may contact the following agencies:

Pennsylvania Department of Environmental Protection
2 East Main St.
Norristown, PA 19401
(484) 250-5900

United States Environmental Protection Agency for Region III
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Purchase of Unit

A form of the agreement of sale is attached hereto as Exhibit "D". Each purchaser should examine his or her own Agreement of Sale carefully, because that document will define the various rights, duties and obligations of Declarant and that purchaser with respect to the specific Unit being purchased.

Declarant may at any time increase or reduce the selling price for the unsold Units in the Community; modify the terms and conditions of sale; and make, grant or cease to make or grant discounts or concessions. Of course, no change in prices, terms or conditions will affect Agreements of Sale executed by Declarant before such changes are made.

Escrow

Any deposit made in connection with the purchase of any Unit from the Declarant will be held in an escrow account in accordance with the provisions of Section 5408 of the Uniform Planned Community Act. If the purchaser cancels the contract pursuant to Section 5406 of the Uniform Planned Community Act, said deposit shall be returned to the purchaser.

Amendments

This Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or as otherwise required by the Uniform Planned Community Act. Declarant will mail copies of all such amendments to any persons who are parties to valid and binding Agreements of Sale respecting any Unit or Units.

ANY INFORMATION OR DATA REGARDING THE COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN AND THIS OFFERING STATEMENT MAY NOT BE CHANGED OR MODIFIED ORALLY.

EXHIBIT "A"	Declaration
EXHIBIT "B"	Bylaws
EXHIBIT "C"	Budget
EXHIBIT "D"	Form of Agreement of Sale

**BYLAWS
OF
PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION**

**ARTICLE I -
INTRODUCTORY PROVISIONS**

1. Applicability. These Bylaws provide for the governance of Plymouth Valley Estates Community Association (the "Association") created pursuant to the Declaration made by Driscoll Tract, LLC, a Pennsylvania corporation (the "Declarant"), filed in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania in Deed Book _____ at Page _____, et seq.
2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain, except as otherwise provided herein. The term "Member" as used herein shall mean a Unit Owner as defined in the Declaration, including the Declarant for so long as the Declarant owns a Unit in the Community.
3. Compliance. Every Member of the Association shall comply with these Bylaws.

ARTICLE II - OFFICES

1. Registered Office. The registered office of the Association shall be 1120 Bethlehem Pike, PO Box 280, Spring House, PA, 19477, until otherwise established by an amendment of the Articles of Incorporation or by the Executive Board and a record of such change is filed with the Department of State in the manner provided by law.
2. Other Offices. The Association may also have offices at such other places within or without the Commonwealth of Pennsylvania as the Executive Board may from time to time appoint or the business of the Association may require.

ARTICLE III - RESERVED

ARTICLE IV - MEETINGS OF MEMBERS

1. Membership. Every Unit Owner of a Unit, including the Declarant, shall be a Member of the Association. Memberships in the Association shall not be assignable, except by transfer of title, and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Unit. Ownership of such Unit shall be the sole qualification for membership in the Association.
2. Place of Meeting. Meetings of the Members shall be held at the executive office of the Association or at such other place or places, either within or without the Commonwealth of Pennsylvania, as may from time to time be fixed by the Executive Board.

3. Annual Meeting. The Executive Board may fix the date and time of the annual meeting of the Members, but if no such date and time is fixed by the Executive Board, the meeting for any calendar year shall be held during the month of December in such year, when the Members shall elect an Executive Board and transact such other business as may properly be brought before the meeting. If the annual meeting shall not be called and held within six (6) months after the designated time, any Member may call such meeting.

4. Special Meetings. Special meetings of the Members may be called at any time by the President, or the Executive Board, or upon written request of the Members who are entitled to cast at least twenty-five percent (25%) of the votes which all Members are entitled to cast at the particular meeting. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting, which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary shall neglect or refuse to fix the time of the meeting, the person or persons calling the meeting may do so. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless consented to in person or by proxy by twenty-five percent (25%) of all Members entitled to attend or vote at such meeting.

5. Method of Voting. Questions to be submitted to Members may be decided at a meeting or by valid vote, by mail or by any other reasonable means determined by the Executive Board. The Executive Board shall determine, by resolution, the method of voting and give notice thereof as provided herein. Elections for Directors need not be by secret written ballot, except upon demand made by a Member at the election and before the voting begins.

6. Notice of Meetings.

(a) Written notice of every meeting of the Members, stating the time, place and object thereof, shall be given by, or at the direction of, the Secretary or other authorized person to each Member of record entitled to vote at the meeting, at least ten (10) days prior to the day named for a meeting called to consider a fundamental change under Chapter 59 of the Pennsylvania Nonprofit Corporation Law 15 Pa. C.S. § 5901, *et seq.*, (relating to fundamental changes) or five (5) days prior to the day named for the meeting in any other case unless a greater period of notice is required by statute or the Declaration in a particular case, and in no event more than sixty (60) days prior to the day named for the meeting. If the Secretary or other authorized person shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so.

(b) Notice as provided for in these Bylaws shall be addressed to Members at each Member's respective Unit or at such other address as any such Member may from time to time specify in writing to the Association's Secretary. Notices to co-owners shall be addressed to all but need only be sent to one address.

7. Quorum. A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence at the meeting of Members entitled to cast, or of proxies to cast, fifteen percent (15%) of the votes of all Members who are entitled to vote shall constitute a quorum for any action, except as otherwise provided in the Declaration, the

Articles of Incorporation or by statute. The acts at a duly organized meeting of Members present entitled to cast at least a majority of the votes which all Members present and voting are entitled to cast shall be the acts of the Members. The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine; but in the case of any meeting called for the election of Directors, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing Directors. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those Members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each Member of record entitled to vote at such second adjourned meeting at least ten (10) days prior to the day named for the second adjourning meeting.

8. Action by Consent. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

9. Voting Rights. Every Member of the Association shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. If co-owners cannot agree, then they shall be counted toward the quorum, but their vote shall not be counted. No Member shall sell such Member's vote or issue a proxy for money or anything of value. Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require the books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by the books or records to be Members entitled to vote may vote. The right of a Member to vote, and the Member's right, title and interest in or to the Association or its Property, shall cease on the termination of the Member's membership.

10. Proxies. At all meetings of Members, each Member may vote in person, by mailed ballot or by proxy. All proxies shall be in writing and filed with the Secretary prior to the time of the meeting. Proxies may be given only to another authorized representative of the Unit Owner. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Unit, or upon receipt of written notice by the Association of the death or judicially declared incompetence of the grantor of the proxy.

11. Judges of Election. In advance of any meeting of Members, the Executive Board may appoint judges of election, who need not be Members, to act at such meeting or any

adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any Member shall, make such appointment at the meeting. The number of judges shall be one (1) or three (3). No person who is a candidate for office shall act as a judge.

ARTICLE V - EXECUTIVE BOARD

1. Number. The business and affairs of the Association shall be managed by its Executive Board, three (3) in number, who shall be natural persons of full age. Members of the Executive Board shall be referred to in these Bylaws as “Directors”. Until such time as the provisions of Article V, section 3(b) below are effective, the Executive Board shall consist of appointed Directors and elected Directors, as more particularly described in sections 2 and 3 of this Article.

2. Appointed Board. The Executive Board shall initially consist of appointed Directors who have been appointed by the Declarant. Appointed Directors shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time and from time to time at the Declarant’s sole discretion. Appointed Directors need not be Members of the Association.

3. Elected Board.

(a) Not later than sixty days after the conveyance of twenty-five (25%) of the total number of Units which may be constructed within the Community to a Unit Owner other than Declarant or Builder, the Executive Board shall cause a meeting of the Members to be called for the purpose of electing one (1) elected Director and the Declarant shall simultaneously remove one (1) appointed Director from the Executive Board. Continuing thereafter until such time as the provisions of Article V, section 3(b) below are effective, the Executive Board shall consist of two (2) appointed Directors and one (1) elected Director. The two (2) appointed Directors shall be appointed by the Declarant for a term of one (1) year, and the one (1) elected Director shall be elected by the Members at each annual meeting for a term of one (1) year.

(b) Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit to a third-party purchaser other than a Builder, or (ii) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be constructed in the Community have been conveyed to Unit Owners other than the Declarant or Builder, the Executive Board shall cause a meeting of the Members to be called for the purpose of accepting the resignations of all Directors on the Executive Board and filling the two (2) appointed seats on the Executive Board with elected Directors. At the first such election of three (3) elected Directors, the Member receiving the highest number of votes shall serve for a term of three (3) years; the Member receiving the next highest number of votes shall serve for a term of two (2) years; and the Member receiving the next highest number of votes shall serve for a term of one (1) year. Each Director elected thereafter shall be elected for a term of three (3) years and shall serve until such Director’s successor shall be elected and shall qualify.

(c) Elected Directors shall be Members of the Association.

4. Meetings, Generally. The meetings of the Executive Board may be held at such times and at such place or places within this Commonwealth or elsewhere as a majority of the Directors may from time to time appoint, or as may be designated in the notice calling the meeting.

5. Regular Meetings. Regular meetings of the Executive Board shall be held without notice immediately following the annual meeting of the Members in each year at the executive office of the Association, or at such other time and place as shall be determined by the Executive Board. In no event shall more than three hundred ninety (390) days elapse between regular meetings.

6. Special Meetings. Special meetings of the Executive Board shall be held when called by the President of the Association, or by a majority of the Executive Board.

7. Notice.

(a) Notice of every special meeting of the Executive Board shall be given to each Director by telephone or in writing at least 24 hours (in the case of notice by telephone, facsimile transmission, e-mail or other electronic communication) or 48 hours (in the case of notice by courier service or express mail), or five (5) days (in the case of notice by first class mail) before the time at which the meeting is to be held. Every such notice shall state the time and place of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need be specified in a notice of a meeting.

(b) Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any such meeting shall be a waiver of notice by such Director of the time and place thereof unless such attendance is solely for the purpose of objecting to the notice given. If all of the Directors then serving on the Executive Board are present at any meeting thereof, no notice shall be required and business may be transacted at such meeting unless one or more of the Directors are attending solely for the purpose of objecting to the notice given.

8. Quorum. A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board.

9. Effects of Presence. Any Director present at any meeting shall be deemed to have assented to any action taken at such meeting unless such Director's dissent is entered in the minutes or unless such Director's written dissent is filed with the Secretary at or immediately following the adjournment thereof, provided that no Director may dissent from any action from which such Director voted in favor at the meeting.

10. Action by Written Consent. Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Directors in office and shall be filed with the Secretary of the

Association.

11. Committees. The Executive Board may, by resolution adopted by a majority of the Directors in office, establish one or more committees to consist of one or more Directors of the Association. Any such committee, to the extent provided in the resolution of the Executive Board or in the Bylaws, shall have and may exercise all of the powers and authority of the Executive Board, except that a committee shall not have any power or authority as to the following:

- (a) The submission to Members of any action required by statute to be submitted to the Members for their approval;
- (b) The creation or filling of vacancies in the Executive Board;
- (c) The adoption, amendment or repeal of these Bylaws and/or the Declaration;
- (d) The amendment or repeal of any resolution of the Executive Board that by its terms is amendable or repealable only by the Executive Board; or
- (e) Action on matters committed by these Bylaws or a resolution of the Executive Board exclusively to another committee of the Board.

Each committee of the Executive Board shall serve at the pleasure of the Executive Board, and its members shall be indemnified from liability to the extent hereinafter afforded the Directors of the Association pursuant to Article XVI.

12. Alternate Committee Members. The Executive Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any absent or disqualified member.

13. Removal.

(a) The entire Executive Board or any individual Director may be removed from office without assigning any cause by the vote of Members entitled to cast at least a majority of the votes which all Members present would be entitled to cast at any annual or other regular election of the Directors. In case the Executive Board or any one or more Directors are so removed, new Directors may be elected at the same meeting.

(b) The unexcused absence of any Director from three (3) consecutive regular meetings of the Executive Board shall be deemed a resignation.

(c) The Executive Board may declare vacant the office of a Director if the individual is declared of unsound mind by an order of court or is convicted of a felony, or if within

sixty (60) days after notice of selection the individual does not accept such office, either in writing or by attending a meeting of the Executive Board, and fulfill such other requirements of qualification as the Bylaws may specify.

14. No Compensation. No Director shall be compensated by the Association for acting as such.

15. Rules of Order. When not otherwise provided herein, the Executive Board and the Association shall conduct their respective business in accordance with Robert's Rules of Order, or such other rules as it may adopt from time to time for such purpose.

16. Members' Right to Attend Meetings. Members shall have no right to attend meetings of the Executive Board, but the Executive Board may, in its sole discretion, elect to allow Members to attend a particular meeting or meetings, and shall post or cause to be posted a notice of such meeting in such places as it thinks appropriate at least ten (10) days prior to such meeting; provided, however, that the failure to give such notice shall neither invalidate any actions taken at said meeting or impose any liability on the Executive Board, the Association or any of its officers or servants for failure to give such notice.

17. Consent. Whenever any provision of the Declaration, these Bylaws or the Rules and Regulations shall require permission of the Executive Board, such permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least a majority of the Executive Board who shall have been authorized to sign such permission on behalf of the Board by a vote thereof. This action or activity for which permission is granted shall be noted by the Secretary in the records of the Executive Board.

ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nominations for election to the Executive Board may be made from the floor at the annual meeting of the Members, as well as solicited by reasonable means from the Members prior to the annual meeting. Nomination for election to the Executive Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Executive Board, and two (2) or more Members of the Association. The Nominating Committee, if any, shall be appointed by the Executive Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee, if any, shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

2. Election. Elections for Directors need not be by secret written ballot, except upon demand made by a Member at the election and before the voting begins. At such election, the Members may cast, in person, by mailed ballot or by proxy, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VII -
POWERS AND DUTIES OF THE EXECUTIVE BOARD

1. Powers. The Executive Board shall have power to:
 - (a) establish uniform Rules and Regulations governing the use of the Common Facilities and Units, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
 - (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any annual Assessments, Limited Common Assessment and/or Special Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published Rules and Regulations;
 - (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or by the Declaration, the Articles of Incorporation or by statute;
 - (d) declare the office of a Director of the Executive Board to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Executive Board;
 - (e) commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration, these Bylaws or the Rules and Regulations, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof;
 - (f) contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys, accountants and such other professional services as the Association Board deems necessary or desirable, as well as contracting for and procuring landscaping, snow removal, maintenance and other services for the benefit of Unit Owners and the Association which the Board deems necessary or desirable;
 - (g) maintain Directors and officers liability insurance, if available, and delegate its powers to Directors, officers, committees and employees of the Association;
 - (h) employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association. Any such agreement shall be for a term not in excess of two (2) years, subject to cancellation by the Association for cause at any time upon not less than thirty (30) days' written notice, and renewable by agreement of the parties for successive one (1)-year periods;
 - (i) pay for, or otherwise provide for, any taxes that may be due and take any and all action to recover for loss sustained by casualty, condemnation or otherwise;

(j) pay and discharge any and all liens from time to time placed or imposed upon any portion of the Common Facilities on account of any work done or performed for the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration; and

(k) perform such other duties and acts necessary to conduct the business of the Association.

2. It shall be the duty of the Executive Board to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by twenty-five percent (25%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) fix the amount of the annual Assessments as more fully provided in the Declaration;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any annual Assessments, Limited Common Assessment and/or Special Assessment has been paid. A reasonable charge may be made by the Executive Board for the issuance of these certificates. If a certificate states an annual Assessments, Limited Common Assessment and/or Special Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on Property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Facilities to be maintained;

(h) adopt and follow procedures for adoption and publication of Executive Board resolutions and Rules and Regulations;

(i) keep a complete record of all resolutions of the Executive Board and make such records available for inspection by any Member after reasonable notice;

(j) designate depositories for Association funds, designate those officers, agents and employees who shall have authority to withdraw funds from such accounts on behalf of the

Association, and cause such persons to be bonded, as it may deem appropriate;

(k) appoint such committees as it shall deem necessary to carry out its powers and duties;

(l) establish late charges for failure to pay annual Assessments, Limited Common Assessment and/or Special Assessment on a timely basis; and

(m) establish and assess fines for non-compliance with Rules and Regulations adopted by the Association.

ARTICLE VIII - OFFICERS

1. Enumeration of Offices. The executive officers of the Association shall be elected by the Executive Board, and shall be a President, who shall at all times be a member of the Executive Board, a Secretary and Treasurer, and such other officers and assistant officers as the needs of the Association may require. The President and Secretary shall be natural persons of full age. The Treasurer, however, may be a corporation; but if a natural person, shall be of full age. The Executive Board may secure the fidelity of any or all such officers by bond or otherwise.

2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members.

3. Multiple Offices. Until such time as the provisions of Article V, section 3(b) above are effective, any person may simultaneously hold multiple offices. Thereafter, the offices of Secretary and Treasurer may be held by the same person, but no person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to section 1 of this Article.

4. Term. The officers of the Association shall be elected annually by the Executive Board and shall each hold office for a term of one (1) year unless such officer shall sooner resign or shall be removed or otherwise disqualified to serve.

5. Duties. The officers shall have such authority and shall perform such duties as are provided by these Bylaws and as shall from time to time be prescribed by the Executive Board. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Executive Board, shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting; shall have general and active management of the affairs of the Association and shall see that all orders and resolutions of the Executive Board are carried into effect, subject, however, to the right of the Directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Association. The President shall execute bonds, mortgages, leases, deeds and other written instruments and documents. The President shall be EX-

OFFICIO a member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President. The President shall execute, certify and record amendments to the Declaration.

(b) Vice President. The Vice President, if any, shall act in all cases for and as the President in the latter's absence, inability or refusal to act, and shall perform such other duties as may be required from time to time by the Executive Board.

(c) Secretary. The Secretary shall attend all sessions of the Executive Board and all meetings of the Members and act as clerk thereof, and record all the votes of the Association and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Executive Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Executive Board, and shall perform such other duties as may be prescribed by the Executive Board or President, under whose supervision the Secretary shall be. The Secretary shall execute, certify and record amendments to the Declaration.

(d) Treasurer. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall keep the moneys of the Association in a separate account to the credit of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Executive Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Executive Board or whenever they may require it, an account of all of the transactions of the Treasurer and of the financial condition of the Association. The Treasurer shall cause an annual audit, compilation or review of the Association books to be made by a public accountant at the completion of each fiscal year.

6. Delegation of Duties to a Manager. Certain specific duties of the Secretary and Treasurer of the Association may be designated by the Executive Board to a manager designated by the Board.

7. Compensation. The compensation, if any, of officers shall be fixed by the Executive Board.

8. Execution of Instruments. No note, mortgage, evidence of indebtedness, contract or other document, or any assignment or endorsement thereof, shall be binding upon the Association unless entered into on its behalf and signed by the President or a Vice-President of the Association and the Secretary or an Assistant Secretary or Treasurer or an Assistant Treasurer of the Association; provided, however, that the Executive Board may authorize the manager, if any, or specified employees of the manager to execute checks and other documents without the signature of an Association officer, subject to such conditions and limitations as may from time to time be imposed by the Executive Board.

ARTICLE IX - VACANCIES

1. If the office of any officer or agent, one or more, becomes vacant for any reason, the

Executive Board may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

2. Any officer or agent may be removed from office with or without cause by the Executive Board by an affirmative vote of the majority of the entire Executive Board whenever in its judgment the best interests of the Association will be served thereby. Any officer may resign at any time giving written notice to the Executive Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3. Vacancies in the Executive Board, including vacancies resulting from an increase in the number of Directors, the death, resignation or removal of a Director, shall, except as otherwise specifically provided at Article V, section 13(a) above, be filled by a majority of the remaining members of the Executive Board, though less than a quorum, and each person so elected shall be a Director to serve for the unexpired term in respect of which such vacancy occurred, except that any vacancy occurring as a result of the death, resignation or removal of an appointed Director shall, until such time as the provisions of Article V, section 3(b) above are effective, be filled by appointment by the Declarant.

ARTICLE X- BOOKS AND RECORDS

1. The Association shall keep minutes of the proceedings of the Members, the Executive Board and any other body, and a membership register, giving the names and addresses of all Members and other details of the membership of each. The Association shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Association in this Commonwealth or at its principal place of business wherever situated.

2. Every Member shall, upon written verified demand stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the membership register, books and records of account, and records of the proceedings of the Members, Executive Board and any other body, and to make copies or extracts therefrom at reasonable cost. The Declaration and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. A proper purpose shall mean a purpose reasonably related to the interest of the person as a Member. In every instance where an attorney or other agent is the person who seeks the right of inspection, the demand shall be accompanied by a verified power of attorney or other writing that authorizes the attorney or other agent to so act on behalf of the Member. The demand shall be directed to the Association at its registered office in this Commonwealth or at its principal place of business wherever situated.

ARTICLE XI - MEMBERSHIP CERTIFICATES

Membership in the Association may be evidenced by certificates of membership, in which case they shall be in such form and style as the Executive Board may determine. The fact that the Association is a nonprofit corporation shall be noted conspicuously on the face of each certificate. They shall be signed by the President and by the Secretary.

ARTICLE XII - TRANSACTION OF BUSINESS

Whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Association, and in no case shall be divided or distributed in any manner whatsoever among the Members, Directors or officers of the Association.

ARTICLE XIII - ANNUAL REPORT

1. The Executive Board shall present annually to the Members a report, verified by the President and Treasurer or by a majority of the Directors, showing in appropriate detail the following:

(a) The assets and liabilities, including reserve funds, of the Association as of the end of the fiscal year immediately preceding the date of the report;

(b) The principal changes in assets and liabilities, including reserve funds, during the year immediately preceding the date of the report;

(c) The revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association;

(d) The expenses or disbursements of the Association, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each reserve fund held by or for the Association; and

(e) The number of Members of the Association as of the date of the report, together with a statement of increase or decrease in such number during the year immediately preceding the date of the report, and a statement of the place where the names and addresses of the current Members may be found.

This report shall be filed with the minutes of the meeting of Members.

2. At least thirty (30) days prior to the beginning of each fiscal year, the Executive Board shall prepare and distribute to the membership of the Association, upon request, a written, itemized estimate (budget) of the expenses to be incurred by the Association during such year in

performing its functions hereunder and under the Declaration. At the end of any fiscal year of the Association, the Executive Board may determine that all excess funds remaining in the operating fund, over and above the amounts used for the operation of the Property, may be returned to the Members proportionately, may be retained by the Association and used to reduce the following year's Assessments, or may be held in reserve.

ARTICLE XIV - NOTICES

1. Except as otherwise specifically provided herein, any notice required to be given to any person under these Bylaws shall be given to the person either personally or by sending a copy thereof:

(a) by first class or express mail, postage prepaid, or courier service, charges prepaid, to such person's postal address appearing on the books of the Association or, in the case of Directors, supplied by such Director to the Association for the purpose of notice. Notice pursuant to this subparagraph (a) shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person; or

(b) by facsimile transmission, e-mail or other electronic communication to such person's facsimile number or address for e-mail or other electronic communication supplied by such person to the Association for the purpose of notice. Notice pursuant to this subparagraph (b) shall be deemed to have been given to the person entitled thereto when sent.

Delivery shall also be deemed to have been made when the notice is placed in the Member's mailbox. A certificate or affidavit by the Secretary or an Assistant Secretary shall be prima facie evidence of the giving of any notice required by these Bylaws. Except as may be otherwise specifically provided herein, when a special meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

2. The notice of any meeting of the Members shall specify the day and hour and place of the meeting and items on the agenda, including the general nature of any proposed amendments to the Declaration and these Bylaws, any budget or Assessment changes, and any proposal to remove a Director.

3. Whenever any written notice is required to be given under the provisions of statute or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except as otherwise required by statute, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting. In the case of a special meeting of Members, such waiver of notice shall specify the general nature of the business to be transacted. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE XV -
MISCELLANEOUS PROVISIONS

1. One or more persons may participate in a meeting of the Executive Board or of the Members by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

2. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or a portion hereof shall not affect the validity or enforceability of any other portion or portions hereof unless such deletion shall destroy the uniform plan for development and operation of the Property.

3. The headings introducing the text of the several sections of these Bylaws are solely for the convenience of reference and shall not constitute part of these Bylaws or affect their meaning in any way.

4. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons or entities may require.

ARTICLE XVI -
LIABILITY AND INDEMNIFICATION

1. Directors and Officers:

(a) shall not be liable to any Member, Unit Owner or other resident of the Property as a result of any actions taken or omitted to be taken in such capacities, for any mistake in judgment, negligence or otherwise, except for their willful misconduct or gross negligence;

(b) shall have no personal liability in contract to a Member or Unit Owner, or to any other person or entity, under any agreement, instrument or transaction entered into or executed by them on behalf of the Association;

(c) shall have no personal liability, direct or imputed, to a Member or Unit Owner, or any other person or entity, by virtue of acts performed by themselves or by agents, employees or contractors employed or retained by them, on their behalf, in their official capacity, except for their own willful misconduct or gross negligence; and

(d) shall have no personal liability arising out of the use, misuse or condition of the Property or any part thereof, which might in any way be assessed or imputed to them as a result, or by virtue of, their capacities as such.

2. A Director of the Association shall stand in a fiduciary relation to the Association and shall perform the duties as a Director, including duties as a member of any committee of the

Executive Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Association, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following: (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented; (b) counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person; or (c) a committee of the Executive Board upon which such Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which the Director reasonably believes to merit confidence. A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause reliance to be unwarranted. In discharging the duties of their respective positions, the Executive Board, committees of the Executive Board and individual Directors may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers and customers of the Association and upon communities in which offices or other establishments of the Association are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Association. A Director of the Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless: (a) the Director has breached or failed to perform the duties of the office of Director under this section; or (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of this section shall not apply to: (a) the responsibility or liability of a Director pursuant to any criminal statute; or (b) the liability of a Director for the payment of taxes pursuant to Federal, state or local law.

3. The Association shall indemnify each of its Directors, officers, employees and committee persons, whether or not then in service as such (and such Director's executor, administrator and heirs), against all reasonable expenses actually and necessarily incurred (including, but not limited to, attorney's fees and disbursements) in connection with the defense of any litigation to which the individual may have been a party because the individual is or was a Director, officer, employee or member of a committee of the Association. The individual shall have no right to reimbursement, however, in relation to matters as to which such individual has been adjudged liable to the Association. The right to indemnity for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to that which such Director, officer, employee or committee person may be entitled. The right of indemnification stated herein shall be deemed a contract between the Association and the indemnified party pursuant to which the Association intends to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

ARTICLE XVII - ASSESSMENTS

1. The fiscal year of the Association shall begin on the first day of January in each year, unless changed by resolution of the Board.

2. On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Board shall adopt an annual budget for the Association. The budget shall contain an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Facilities as to which it is the responsibility of the Association to maintain, repair and replace. The budget shall also contain an estimate of the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Community Property and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

3. As more fully provided in the Declaration, subject to the provisions relating to the Declarant, each Member is obligated to pay to the Association annual Assessments, Limited Common Assessment and/or Special Assessment, if any. Any annual Assessments, Limited Common Assessment and/or Special Assessment which are not paid when due shall be delinquent. If the annual Assessments, Limited Common Assessment and/or Special Assessment is not paid within thirty (30) days after the due date, or such earlier time as set by the Rules and Regulations adopted by the Association, if any, such penalties as adopted by the Executive Board may be assessed, including interest from the date of delinquency at the rate as set forth in the Declaration, and the Association is authorized to bring an action at law against the Unit Owner personally to pay the same and/or obtain a lien against the Unit, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such annual Assessments, Limited Common Assessment and/or Special Assessment.

ARTICLE XVIII – ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute between or among the Association, any Unit Owner, the Declarant, the Executive Board or any Executive Board member relating to the Declaration, these Bylaws or the Association Rules and Regulations (other than disputes regarding claims made by the Association against a unit Owner for the collection of Common Expense Assessments), and such dispute cannot be resolved through direct communication among the parties, any party may request in writing to the Executive Board the appointment of a neutral and properly credentialed mediator. All parties to the dispute shall participate in the mediation in good faith for a period not to exceed 100 days unless an extension of time is agreed upon by all parties to the mediation. The cost of mediation shall be divided equally among the parties participating in the mediation.

(a) The mediation proceedings shall be held in Montgomery County, Pennsylvania unless otherwise mutually agreed by the parties.

(b) If a dispute requires immediate emergency relief such as would be available through

judicial injunctive relief, then any party to the dispute may seek such relief as a temporary resolution pending the opportunity to conduct mediation.

ARTICLE XIX - AMENDMENTS

1. Except as otherwise provided by Section 5504(b) of Pennsylvania Nonprofit Corporate Law, 15 Pa. C.S. § 5501 *et seq.*, (relating to selection and removal of Directors, voting rights of Members and Directors, quorum, proxies and qualifications of membership), the Executive Board shall have authority to adopt, amend and repeal these Bylaws, subject to the power of the Members to change such action by vote of a majority present at a meeting called for such purpose. The powers hereby conferred shall be exercised by a majority vote of the members in office of the Executive Board, or by the vote of the Members entitled to cast at least a majority of the votes which all Members present are entitled to cast thereon, as the case may be, at any regular or special meeting duly convened after notice to the Members or Directors of that purpose.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

3. No amendment of these Bylaws shall make any change which would affect any of the rights, privileges, powers and options of the Declarant or the Declarant's assigns in the development of the Property and the development and sale of Units unless the Declarant shall join in the execution of such amendment.

4. Special Amendments. Notwithstanding anything contained in the Declaration or herein to the contrary, the Declarant, by the Declarant's own action, shall have the right to amend these Bylaws during the five (5) year period commencing on the date of these Bylaws solely in order to comply with the rules and requirements of any governmental or quasi-governmental body or any institution purchasing, holding or insuring a security interest in any portion of the Property.

ARTICLE XX - ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS THERETO

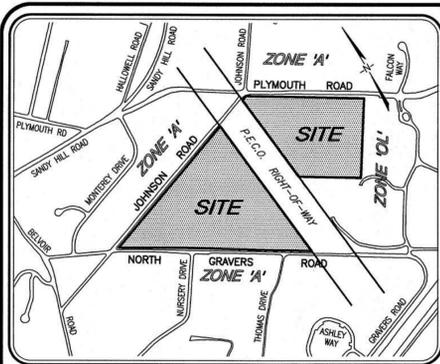
1. Adoption. These Bylaws have been adopted as the Bylaws of the Association as of the 7th day of March, 2019, and shall be effective as of said date.

2. Amendments to Bylaws:

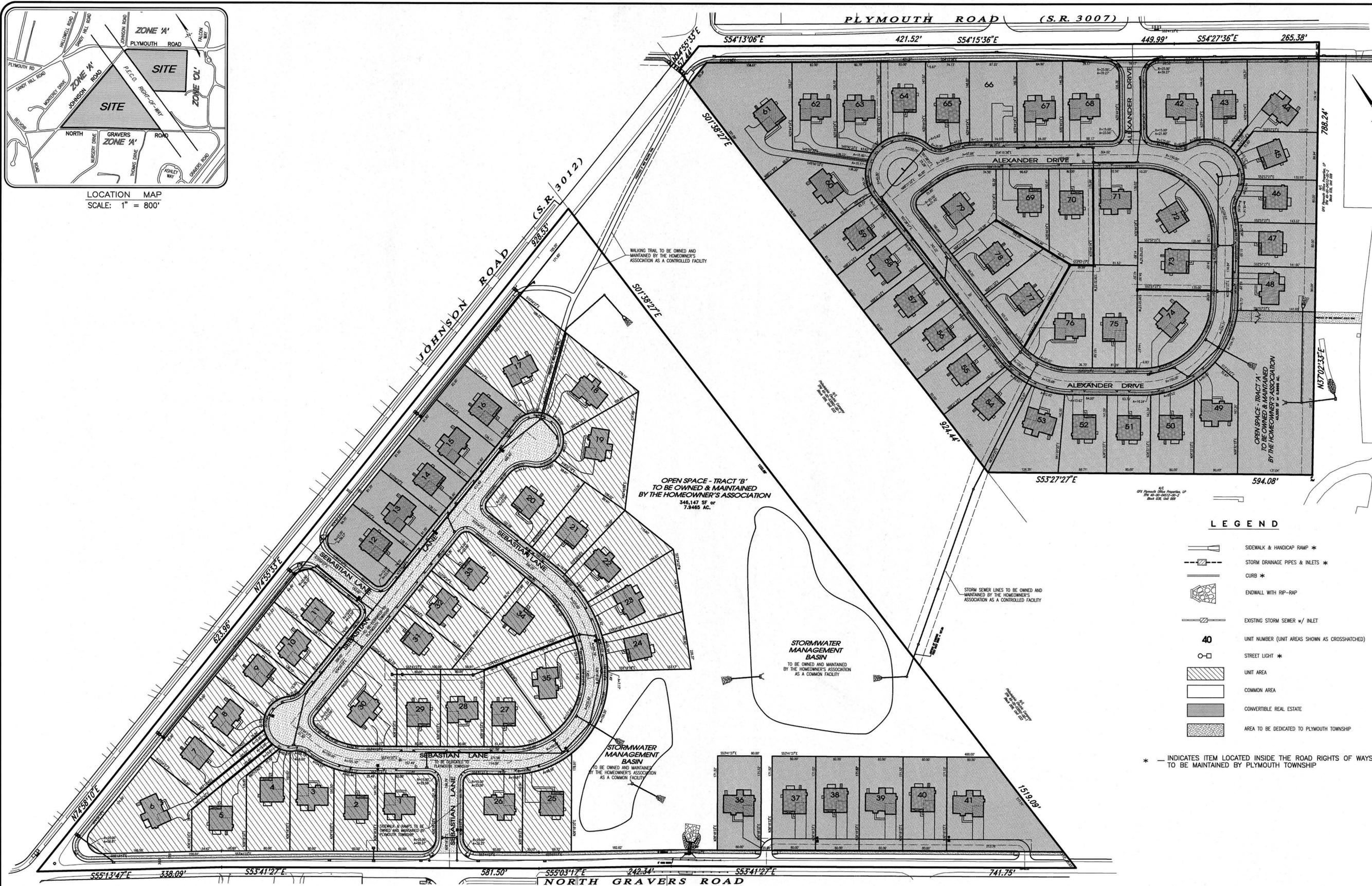
Section Amended

Date Amended

Adopted By



LOCATION MAP
SCALE: 1" = 800'



LEGEND

- SIDEWALK & HANDICAP RAMP *
- STORM DRAINAGE PIPES & INLETS *
- CURB *
- ENDWALL WITH RIP-RAP
- EXISTING STORM SEWER w/ INLET
- 40** UNIT NUMBER (UNIT AREAS SHOWN AS CROSSHATCHED)
- STREET LIGHT *
- UNIT AREA
- COMMON AREA
- CONVERTIBLE REAL ESTATE
- AREA TO BE DEDICATED TO PLYMOUTH TOWNSHIP

* — INDICATES ITEM LOCATED INSIDE THE ROAD RIGHTS OF WAYS TO BE MAINTAINED BY PLYMOUTH TOWNSHIP

NOTES

1. SEE RECORD PLANS FOR METES & BOUNDS OF EASEMENTS.
2. PLYMOUTH ROAD & JOHNSON ROAD RIGHT OF WAY TO BE DEDICATED TO PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
3. GRAVERS ROAD RIGHT OF WAY TO BE DEDICATED TO PLYMOUTH TOWNSHIP.
4. SEBASTIAN LANE & ALEXANDER DRIVE WILL BE DEDICATED TO PLYMOUTH TOWNSHIP.

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT FULLY AND ACCURATELY (1) SHOWS THE PROPERTY, INCLUDING THE UNITS AND COMMON ELEMENTS AND (2) SETS FORTH THE NAME BY WHICH THE PROPERTY WILL BE KNOWN AND THE UNIT DESIGNATION FOR EACH UNIT THEREON. THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY SECTIONS 5210 OF THE PENNSYLVANIA PLANNED COMMUNITY ACT.



DATE	NO.	REVISION	BY

TAX PARCEL NO.	BLOCK / UNIT
42-00-0319-00-1	036 - 003
SITE ADDRESS	
PLYMOUTH TOWNSHIP, PA 19428	
DEED BOOK - PAGE	60007-2423

OWNER OF RECORD
DRISCOLL TRACT, LLC
 1120 BETHLEHEM PIKE
 SPRING HOUSE, PA

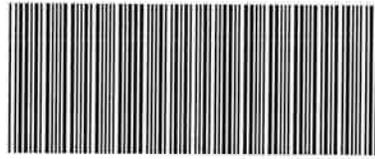
CHARLES E. SHOEMAKER, INC.
 ENGINEERS & SURVEYORS
 1007 EDGE HILL ROAD
 ABERDENTON, PA 19001
 PHONE: 215-887-2165 FAX: 215-578-7791
 E-MAIL: staff@ceshoemaker.com

UNIFORMED PLANNED COMMUNITY PLAN
 OF
PLYMOUTH VALLEY ESTATES
 PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PA.
 Prepared for
DRISCOLL TRACT, LLC
 1120 NORTH BETHLEHEM PIKE
 SPRING HOUSE, PA. 19477

DATE	MAY 6, 2019
JOB NO.	25620A
SHEET NO.	1 of 1



DEED BK 6143 PG 02925 to 02979.1
INSTRUMENT # : 2019044678
RECORDED DATE: 07/10/2019 01:48:22 PM



5654381-0009Y

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 56

Document Type: Deed Miscellaneous
Document Date: 07/01/2019
Reference Info:

Transaction #: 5872361 - 2 Doc
 (s)
Document Page Count: 54
Operator Id: ppiyakan

RETURN TO: (Mail)
 HAMBURG RUBIN MULLIN MAXELL LUPIN
 P.O. BOX 1479
 375 MORRIS ROAD
 LANSDALE, PA 19446

PAID BY:
 HAMBURG RUBIN MULLIN MAXELL LUPIN

*** PROPERTY DATA:**

Parcel ID #: 49-00-09319-00-1
 Address: 551 PLYMOUTH RD

 PLYMOUTH MTG PA
 19462

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous	\$73.75
Additional Pages Fee	\$100.00
Oversized Exhibit Plans - 11x17 to 24x36	\$25.00
Total:	\$198.75

DEED BK 6143 PG 02925 to 02979.1
 Recorded Date: 07/10/2019 01:48:22 PM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
Recorder of Deeds

Rev1a 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Prepared by:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

RECORDER OF DEEDS
MONTGOMERY COUNTY
2019 JUL 10 P 1:16

Return to:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400; cweiner@hrmml.com

Parcel No. 49-00-09319-00-1

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-09319-00-1 PLYMOUTH
551 PLYMOUTH RD
DRISCOLL TRACT LLC
B 036 U 003 L 1140 DATE: 07/10/2019

\$15.00
HW

**DECLARATION
OF
PLYMOUTH VALLEY ESTATES
PLANNED COMMUNITY**

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**DECLARATION
OF
PLYMOUTH VALLEY ESTATES PLANNED COMMUNITY**

THIS DECLARATION is made on this 1st day of July, 2019, by DRISCOLL TRACT, LLC, a Pennsylvania limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

ARTICLE I. PROPERTY; DEFINED TERMS

Section 1.1 Submission of Property. This Declaration is made pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, Act 180 of 1996, Title 68, Pa. C.S.A. Section 5101 et seq. (the "Act") for the purpose of submitting to the provisions of the said Act, the property described in Article II hereof, located in Plymouth Township, Montgomery County, Pennsylvania as more particularly described in Exhibit "A" (the "Property"), together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now erected or to be erected thereon, owned by Declarant in fee simple together with all easements, rights and appurtenances belonging thereto. Declarant hereby creates with respect to the Property a Planned Unit Community to be known as the Plymouth Valley Estates Planned Community (the "Community").

Section 1.2 Easements and Licenses. The Property is submitted under and subject to the matters of record listed on Exhibit "B" attached hereto and made a part hereof, only to the extent such matters continue to affect the Property, the Declarant expressly disclaiming any intent to revive or extend any such matters which do not presently affect the Property.

Section 1.3 Defined Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. The following terms used or defined in general terms in the Act shall have the specific meaning herein as follows:

A. "Assessments" means a Unit's individual share of the anticipated expenses of the Association for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

B. "Association" means the Unit Owners' Association of the Community and shall be known as "Plymouth Valley Estates Community Association."

C. "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.

D. "Common Facilities" means all portions of the Property other than the Units, as more specifically set forth in Section 3.2 below, specifically including, but not limited to, open space and the stormwater management system as defined in Section 2.1 below.

E. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Facilities, including those costs not paid by the Owner responsible for payment; costs of compensation paid by the Association to property managers, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other services benefiting the Common Facilities; the cost of operating private fire hydrants; the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Property or the officers and directors of the Association; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Property, for the benefit of all of the Unit Owners.

F. "Community" means Plymouth Valley Estates Planned Community to be developed by the Declarant on the Property.

G. "Community Documents" includes the Declaration, Plats and Plans, Bylaws and any Rules and Regulations which may be promulgated by the Association.

H. "Controlled Facilities" means those facilities which are to be maintained by the Association, but are not owned by the Association, as more specifically set forth in Section 3.3 below.

I. "Declarant" means the party described in the initial paragraph above and all successors to any special Declarant rights.

J. "Declaration" means this document, as the same may be amended from time to time.

K. "Executive Board" means the Executive Board of the Association.

L. "Limited Common Assessment" shall mean a charge against a particular Unit directly attributable to the Unit Owner, equal to a cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

M. "Lot" shall mean and refer to any residential lot shown upon the Plans as defined below.

N. "Permitted Mortgage" means a mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like

institutional investor or lender; and (iv) any other holder of a first mortgage on any Lot who shall have provided to the Association a statement of its name, address and the Lots against which it holds a first mortgage lien. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

O. "Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

P. "Property" means the Property described in Section 1.1 above.

Q. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

R. "Special Assessment" means such assessment as may be levied by the Association to cover costs not otherwise covered by the Assessment pursuant to Article VIII below.

S. "Township" means Plymouth Township, Montgomery County, a municipal corporation of the Commonwealth of Pennsylvania.

T. "Unit" means a Lot with a residential dwelling constructed thereon as described herein and in the Plans.

U. "Unit Owner" means the person or persons whose estate or interest, individually or collectively, aggregate fee simple ownership of a Unit. In case of joint ownership of a Unit, the term "Unit Owner" shall refer to all such joint owners collectively, and the obligations of a Unit Owner hereunder or under the Act shall, with respect to such Unit, be joint and several among such joint owners. The Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; UNITS TO BE CONSTRUCTED

Section 2.1 The Initial Community. The initial Community shall consist of Units constructed within the real property more fully described in Exhibit "D" attached hereto and made a part hereof. The Declarant intends to construct thirty (30) Units in the first phase of development of the Property, being Units 1 through 11 and Units 17 through 35. To service the Community, the Declarant intends to construct the roadways, walking trail and the bio-retention basins, swales, underground pipes, inlets and other components (collectively referred to as the "Stormwater Management System"). Declarant further intends to construct sewer lines which will be dedicated to the Plymouth Township and water lines which will be dedicated to Aqua Pennsylvania, Inc.

Section 2.2 Convertible Real Estate. Declarant reserves the right pursuant to Section 5211 of the Act to convert the portion of the Property described in Exhibit "E" attached hereto and

made a part hereof into additional Units and Common Facilities. This Declaration ultimately contemplates the creation of seventy-nine (79) Units as more fully set forth in Section 14.2 below.

ARTICLE III DESCRIPTION OF UNITS AND COMMON FACILITIES

Section 3.1 Unit Boundaries. Each Unit shall consist of the subdivided residential Lot as designated on the record plan prepared by Charles E. Shoemaker, Inc. dated February 12, 2014, last revised February 12, 2019, as recorded in the Office of the Recorder of Deeds of Montgomery County (“Record Plan”). Each Unit will also consist of the single-family detached dwelling constructed on each such Lot.

A. If any mechanical or structural component, including without limitation conduits, pipes or fixtures serving only one Unit lies partially or completely outside the boundary of the Unit, such mechanical or structural component shall be part of the Unit which it serves.

Section 3.2 Common Facilities. Common Facilities shall consist of the walking trail, emergency access easement area, sanitary sewer force main, open space areas, the fencing located around the perimeter of the stormwater management basins, the bio-retention basins along with other portions of the Stormwater Management System not located within the title lines of any Lot. Sewer lines and water lines located beyond the boundaries of a Lot shall comprise Common Facilities until such time as any portion of such sanitary sewer and/or water lines are accepted for dedication by a municipal entity or public utility. Roadways within the Community shall be offered by the Declarant for dedication to the Township but shall comprise Common Facilities until such time as accepted for dedication by the Township.

Section 3.3 Controlled Facilities. Controlled Facilities shall consist of the following:

A. Portions of the walking trail, any portions of the Stormwater Management System, and any underground utility lines located within land of PECO Energy Company and maintained by the Association pursuant to a certain Easement Agreement referenced in Section 4.7 below.

B. Any portion of the Stormwater Management System, including but not limited to, underground stormwater conveyance pipes, inlets, rain gardens and other components within Lots which are maintained by the Association.

C. Any portion of the Stormwater Management System located on adjoining property in accordance with the Stormwater Easement Agreement referenced in Section 4.9 below which is maintained by the Association.

D. Stormwater facilities located within the PennDOT right of way to be maintained by the Association in accordance with the provisions of Sections 4.10 and 9.2 below.

E. Private fire hydrants owned by Aqua Pennsylvania, Inc. subject to payment of a monthly fee from the Association.

F. The 20-foot wide emergency access easement through adjoining property pursuant to the Emergency Access Easement Agreement referenced in Section 4.8 below which is maintained by the Association.

G. The portions of sidewalks which are located adjacent to Open Space Areas A and B and are maintained by the Association pursuant to Section 9.2 below.

H. Retaining walls located within or along the boundaries of Units 28, 29, 30, 31 and 34 which are maintained by the Association.

ARTICLE IV EASEMENTS

Section 4.1 Unit Owners' Easements of Enjoyment. Every Unit Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Facilities and Controlled Facilities which shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

A. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Facilities and Controlled Facilities.

B. The right of the Association in accordance with its Articles of Incorporation, Bylaws and this Declaration, with the vote or written assent of sixty-seven percent (67%) of Members to borrow money for the purpose of improving the Common Facilities and in aid thereof, and, subject to the provisions of Article XI of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the rights of the Unit Owners.

Section 4.2 Delegation of Use. Any Unit Owner may delegate in accordance with the Bylaws, the right of enjoyment to the Common Facilities to such Unit Owner's family, tenants, or contract purchasers who reside in the Unit, subject to reasonable regulation by the Board.

Section 4.3 Utility Easements. The Units, Common Facilities and Controlled Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this section shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, storm sewer and sanitary sewer lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on Units, Common Facilities and Controlled Facilities. Notwithstanding the foregoing provisions of this section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of the

Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

A. Declarant expressly reserves for itself, its successors and assigns, an easement for access, ingress and egress over the Common Facilities and Controlled Facilities for the purpose of connecting to existing storm and sanitary sewer lines, water lines and other utilities and for the purpose of installation, replacement and maintenance of such utility and service lines and systems as Declarant may in the future install and connect with the aforesaid utility lines, such additional utility lines to service any future development by the Declarant of Units and Common Facilities.

Section 4.4 Easements Relating to Units. Each Unit shall be, and it hereby is, made subject to the following rights, easements, and covenants in favor of each adjoining Unit and the Association:

A. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns for access to the Units for inspection, maintenance, repair and replacement of the Common Facilities and Controlled Facilities situated in or accessible from such Units and correction of emergency conditions in one or more Units, or casualties to the Common Facilities, Controlled Facilities and/or the Units.

1. Declarant hereby reserves for the benefit of itself, the Association and their respective agents, employees, contractors and assigns an easement through such portion of any Units as necessary for the access of equipment and personnel for maintenance of underground stormwater pipes, inlets and appurtenant facilities.

B. The obligation of each Unit Owner to maintain all portions of such Unit Owner's Unit in such condition as to insure structural support, sanitary hygienic condition, habitability, soundness and weather tightness of the adjoining Unit, and to maintain or repair such Unit Owner's Unit, whether after damage by fire or otherwise, so as not to materially impair the value of any other Unit.

C. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns over such portions of Lots 6, 17, 18, 27, 28, 29, 30, 34, 35, 43, 44, 45, 46, 47, 48, 54, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79 for inspection and, if necessary, maintenance, repair or replacement of portions of the Stormwater Management System located within such Lot.

D. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns over the front portion of Lots 36 through 41 as shown on the Plan for the purpose of maintaining, repairing, and replacing the sanitary sewer force main.

E. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns over such portions of Units 63 and 64 as

shown on the Plans for the purpose of installing, maintaining, repairing, and replacing a water line.

Section 4.5 Declarant Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Facilities and Units not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Declarant further reserves for the benefit of itself, its successors and assigns the right to enter upon each Unit, whether prior or subsequent to the conveyance of any Unit, until expiration of the statutory maintenance period following dedication of public improvements as set forth in Section 509 of the Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10509, for the purpose of completing any landscaping that is required by the Township and further, to make such modifications of grading and/or drainage improvements on any Unit as may be necessary in the discretion of the Declarant, or its successors and assigns and/or the Township engineer for satisfactory stormwater management. The easement created by this section expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this result, following which the Declarant can restore the affected property as closely to its original condition as practicable.

Section 4.6 Rights Reserved for Township.

A. Declarant hereby reserves for the benefit of the Township and its successors and assigns, in the event the Association and/or Declarant shall fail to comply with their obligations to maintain any Common Facilities or Controlled Facilities as set forth herein, a perpetual, non-exclusive easement over the Property for the purpose of inspecting, maintaining, servicing, repairing and replacing any portions of the Storm Water Management System. Such easement is to be binding upon every Lot on which Common Facilities are located. Upon notice by the Township to the Association of unsatisfactory drainage conditions, maintenance or repair work necessary to the Storm Water Management System, the Association shall correct the conditions in accordance with the Township notice within thirty (30) days or, if the conditions cannot be reasonably be corrected within thirty (30) days due to weather conditions or scope of the work, the Association shall diligently proceed within thirty (30) days in its efforts to commence correction of conditions. The Township has the right to require installation of additional piping or such other corrective measures as are reasonably necessary to correct the unsatisfactory conditions. If the required corrective action is not taken within the specified time limit, the Township shall have the right, but not the obligation, to perform the required work. In the event the Township shall undertake such maintenance, the Township may assess the Association its proportionate share for any expense in undertaking such maintenance. Nothing herein, however, shall obligate the Township to perform maintenance obligations on behalf of the Association and/or Declarant. Upon failure of the Association to reimburse the Township within forty-five (45) days of receipt of invoice from the Township, Township shall have the right to pursue all available legal remedies to recover all expenses incurred in the performance of said work for labor, equipment, supplies and reasonable administrative fees relating to such work. Upon failure of the Association to reimburse for the cost of such work, the Township may place a municipal lien against all Lots.

B. Declarant has entered into a Memorandum of Improvement Agreement and Best Management Practice Requirements with the Township, such agreement being dated April 9, 2019 and recorded in the Office of Recorder of Deeds of Montgomery County on April 18, 2019 in Deed Book 6132, Page 2143 relating to the maintenance of Sanitary Sewer Facilities as defined therein as well as the maintenance of grinder pumps and laterals from a force main to Units 36 through 41 inclusive and Declarant hereby reserves for the benefit of the Township, its agents, employees and contractors, in the event that the Unit Owners or the Association shall fail to comply with their obligations to maintain Sanitary Sewer Facilities, an easement for ingress and egress over the Property and over Units 36 through 41 inclusive to inspect the Sanitary Sewer Facilities in order to insure that the Sanitary Sewer Facilities are being properly maintained, are continuing to perform in an adequate manner and are in compliance with the Township Code and the Plans and further reserves for the Township and its successors and assigns an easement to enter upon the Property from time to time, without prior notice to any Unit Owner or the Association, its or their successors and assigns, at such time and by such means as the Township shall reasonably deem necessary in order to maintain, repair, reconstruct and/or replace all or any portion of the Sanitary Sewer Facilities. Township shall have the right, but not the obligation, to perform such maintenance work and in the event the Township elects to perform maintenance work, the Association or any Unit Owner, as applicable, shall be liable for and shall reimburse the Township for all expenses (director or indirect) incurred by the Township with ten (10) calendar days of receipt of an invoice from the Township.

Section 4.7 PECO Easement. The Declarant has entered into an Easement Agreement with PECO Energy Company dated December 8, 2015 and recorded in the Office of the Recorder of Deeds of Montgomery County on August 30, 2016 in Deed Book 6013, Page 1459 providing for the Declarant, the Association and their respective successors and assigns to have a right of access on, over and under a 15-foot wide strip of land and a 30-foot wide strip of land on the PECO Energy Company property located between the two development areas of the Association for the purpose of constructing, maintaining, repairing and replacing walking trails and portions of the Stormwater Management System (the “PECO Easement Agreement”).

Section 4.8 Emergency Access Easement. Pursuant to a certain Emergency Access Easement Agreement dated September 26, 2017 and recorded in the Office of the Recorder of Deeds of Montgomery County on December 19, 2017 in Deed Book 6073, Page 2530 between Declarant and Exeter 521 Plymouth, LP and Exeter 531 Plymouth, LP, the Association has the right of access on, over and through a certain 20-foot wide emergency access easement as shown on the Plan for the purpose of permitting the Declarant, the Association and their respective successors, assign, employees and contractors to install, construct, reconstruct and maintain an emergency access area passable by pedestrians and vehicles.

Section 4.9 Stormwater Easement. Pursuant to the terms of a Stormwater Easement Agreement dated September 26, 2017 by and among Driscoll Tract, LLC, Exeter 521 Plymouth, LP and Exeter 531 Plymouth, LP, such agreement being recorded on December 19, 2017 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6073, Page 2577, Association shall have the right of access over a certain 20-foot wide stormwater easement upon, across, through and over a portion of adjacent property for the purpose of permitting Declarant, the Association and their respective successors, assigns, employees, agents and contractors to

install, construct, maintain, repair and remove stormwater collection and conveyance and related facilities and improvements, including stormwater pipes, and to permit the use of such Stormwater Easement Area for stormwater collection and conveyance as well as the use of a stormwater pipe on the adjoining property to collect and convey stormwater.

Section 4.10 PennDOT Agreement. Declarant has entered into a certain Indemnity Agreement for application for PennDOT Highway Occupancy Permit dated November 2, 2017 by and between Declarant and Plymouth Township, such agreement being recorded on November 15, 2017 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6069, Page 1202. The Agreement provides for the Declarant to be responsible for cleaning, maintenance, repair, refurbishment, reconstruction and replacement of subsurface stormwater management facilities located within the PennDOT right of way, such obligation running with the land and being binding upon Declarant's successors and assigns, including the Association.

Section 4.11 Binding Effect. All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units, Common Facilities and Controlled Facilities and shall be in full force and effect for the life of this Declaration, as amended, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, the Association, the Executive Board and any Unit Owner, purchaser, Permitted Mortgagee, lessee or other person having an interest in the land or any Units, Common Facilities, Controlled Facilities or portions thereof.

ARTICLE V MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

Section 5.1 Membership. Every Unit Owner of a Unit shall be a Member of the Association. Membership in the Association shall not be assignable, except by transfer of title and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Unit. Ownership of a Unit shall be the sole qualification for membership in the Association.

Section 5.2 Transfer of Membership Interest. Any transfer of membership interest shall be in writing and shall be delivered to the Executive Board before any Unit purchaser may vote. However, a Unit seller may remain liable for all charges and assessments attributable to such Unit until fee title to the Unit sold is transferred. In the event the Unit Owner of any Unit should fail or refuse to transfer the membership registered to the purchaser of such Unit upon transfer of fee title thereto, the Executive Board shall have the right to record the transfer upon the books of the Association. The Executive Board shall have the right to charge a reasonable Limited Common Assessment against any Unit Owner, and such Unit Owner's Unit, equal to the cost to the Association of effectuating any such transfer of membership upon the books of the Association.

Section 5.3 Vote Distribution. Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

ARTICLE VI USE RESTRICTIONS

Section 6.1 Use and Occupancy of Units and Common Facilities. The occupancy and use of the Units and Common Facilities, shall be subject to the following restrictions:

6.1.1 Single Family Residence. Each Lot shall be used as a residence for a single family dwelling and for no other purpose unless otherwise permitted herein and permitted by the Township Zoning Ordinance. Otherwise, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, and its successors or assigns, may use any portion of the Property for a model home site, and display sales office during the construction and sales period in accordance with Section 6.1.6 of this Article VI. Notwithstanding any provision to the contrary in this Section 6.1.1, the conduct of a no-impact home-based business, home occupation or similar use as permitted by the Township Zoning Ordinance, as applicable, shall be permitted within any Unit.

6.1.2 Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Unit or Common Facilities nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Executive Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Unit Owners without the prior written approval of the Executive Board.

6.1.3 Signs. Until such time as the Declarant has conveyed all Units to Unit Owners other than the Declarant and its successors and assigns, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any Unit except for one sign containing not more than one (1') square foot specifying the resident of the Unit and house number assigned by the United States Postal Service. Unit Owners shall also be permitted to place a sign in the front window of the Unit advertising the Unit for sale, such sign not to exceed four (4) square feet.

6.1.4 Parking and Vehicular Restrictions. Unit Owners shall park vehicles either in the garage or in the driveway located in the Unit. No Unit Owner shall park, store or keep within any Unit or Common Facilities within the Property any large commercial type vehicle (dump truck, cement-mixer truck, oil or gas truck, delivery truck or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board), or any recreational vehicle (truck, camper, folding trailer, travel trailer, teardrop trailer, hybrid trailer, fifth wheel trailer, park model, boat, boat trailer, motor coach, motor home or any similar vehicle), upon any

uncovered parking space, so as to be visible from anywhere in the Property. The above excludes trucks up to and including a one-ton manufacturer's specified payload when used for everyday-type transportation. No Unit Owner shall conduct major repairs or major restorations of any boat, trailer, or other vehicle upon any portion of any Unit unless said work is completely limited within the garage or a legal accessory structure and such work is conducted in a manner so as to not be visible from anywhere in the Property.

6.1.5 Declarant Exemption. Declarant or its successors or assigns will undertake the work of constructing Units and developing all of the Lots and Common Facilities included within the Property. The completion of that work and sale, rental and other disposal of Units is essential to the establishment and welfare of said property as a residential community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of Lots improved with completed Units. In order that said work may be completed and the Community be completed and established as a fully occupied residential community as rapidly as possible, no Unit Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its successors or assigns, or their contractors or subcontractors, from doing on any Lot or Common Facilities whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development;

B. Prevent Declarant, its successors or assigns, or their representatives, from erecting, constructing and maintaining on any Lot or Common Facilities, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures and equipment as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

C. Prevent Declarant, its successors or assigns or its contractors or subcontractors, from maintaining such signs on any Lot or Common Facilities as may be necessary including, but not by way of limitation, safety and lot identification signs in connection with the sale, lease or other marketing of Units in the Property; or

D. Prevent Declarant, its successors or assigns, from granting additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The provisions herein restricting Unit Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association pursuant to Article XIV below.

6.1.6 Sales Models. Declarant, reserves the right pursuant to Section 5217 of the Act to maintain offices and models in the Common Facilities portion of the Community in connection with the management of, sale or rental of Units owned by the Declarant in the

Community or other developments owned by the Declarant or an affiliated entity. Declarant may maintain such offices and models in Units which have been constructed but not sold by the Declarant or in trailers placed by Declarant on the Common Facilities. Declarant shall maintain no more than three (3) such offices or models which shall either be two-story Units as constructed by Declarant or one-story trailers.

6.1.7 Insurance Rates. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Executive Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

6.1.8 Drainage. Unit Owners shall keep stormwater management swales clear of sheds or other structures which might impede drainage flow. There shall be no interference by any Unit Owner with the established drainage pattern over any Common Facilities or Units within the Property. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any Lot is completed by Declarant in accordance with the Record Plan referred to above. Sump pumps shall not discharge onto driveways, sidewalks or streets.

6.1.9 Sale of Units. There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty days' prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

6.1.10 Accessory Structures and Uses. No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools, trampolines or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days. No fences shall be permitted on any portion of a Unit.

6.1.11 Outside Installations. No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee. Any exterior lighting installed on a Unit shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjoining Units; exterior lighting shall not be installed without prior approval of the Architectural Committee. No overhead wires (including telephone, electric and television cable wires) shall be erected or maintained on a Unit except by the Declarant during construction. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Executive Board. Signal receptors shall be subject to the following restrictions to the extent the applicability of such restrictions is permitted by the regulations promulgated by the Federal Communications Commission in accordance with the provisions of the Telecommunications Act of 1996, as amended:

1. Only one satellite dish shall be permitted per Unit, provided, however, that such satellite dish may not be placed in the front of any Unit and shall be subject to review and approval of location by the Architectural Committee.
2. No satellite dish may be greater than thirty-nine inches (39") in diameter.
3. No antenna shall be installed on the exterior of any Unit unless a Unit Owner can demonstrate that it cannot receive a reasonably acceptable signal with internal installation.
4. Any external installation shall be colored to match the surrounding or background structure.
5. No structure may be installed by a Unit Owner in the Common Facilities.

The Association shall have the right to establish additional Rules and Regulations as to location and screening of any externally placed signal receptor.

6.1.12 Leasing of Units. Except as expressly provided in this Section, there shall be no restrictions on the leasing of Units. No transient tenants may be accommodated in any Unit, and no lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year. Each lease shall be in writing, shall provide the terms of the lease, and shall be subject in all respects to the provision of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, and any failure by the Lessee to comply with the terms of such documents shall be an event of default under the lease. The Association shall be a third party beneficiary of such covenants in any lease and the Executive Board shall have the right to review any lease for compliance with the provisions of this Declaration and any Association Rules and Regulations. Within ten (10) days of the execution of a lease for a Unit, the Unit Owner shall forward a fully executed copy of such lease to the Executive Board. A Unit Owner shall not engage in the leasing of a Unit except after having the lessee execute a lease which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Plymouth Valley Estates Planned Community, Bylaws and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Community documents or otherwise during the term of the Lease. Lessee further agrees that Lessee shall not sublet or assign this Lease except with the approval and consent of the Lessor. Lessee acknowledges that Lessee has received a copy of the Community Declaration, Bylaws and any Rules and Regulations."

No provision of this section shall applicable to any Unit leased by the Declarant or Builder.

6.1.13 Rules and Regulations. Rules and Regulations not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of then-current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereof.

ARTICLE VII EXECUTIVE BOARD OF THE ASSOCIATION

Section 7.1 Powers of the Executive Board. The Executive Board shall consist of three (3) members who shall be elected at the annual meetings of the Association members as provided in the Bylaws. The first Executive Board shall be appointed by the Declarant until their successors are elected pursuant to the provisions of Section 5303 of the Act. In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Executive Board (which need consist of only one (1) Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel. The Executive Board shall hire a professional community manager to assist the Executive Board in operating the Association and in maintaining the Common Facilities.

(c) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

Section 7.2 Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any provision contained herein or the breach of any provision of the Bylaws or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VIII ASSESSMENTS

Section 8.1 **Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Unit owned by it within the Property, hereby covenants, and each Unit Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Assessments for Common Expenses, (2) Special Assessments and (3) Limited Common Assessments; such assessments to be established and collected as hereinafter provided. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Unit Owner of such Unit at the time when the assessment fell due. Subject to provisions of this Declaration protecting first Mortgagees, the personal obligation for delinquent assessments shall pass to the successors-in-title of such Unit Owner. The Executive Board shall establish one (1) or more separate accounts into which shall be deposited all assessments paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration.

Section 8.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, and welfare of the Unit Owners and for the improvement and maintenance of the Common Facilities and improvements on the Common Facilities, including but not limited to the open space and the Stormwater Management System, as well as the Controlled Facilities.

Section 8.3 **Damage to Common Facilities by Unit Owners.** Any maintenance, repairs or replacements within the Common Facilities and/or Controlled Facilities arising out of or caused by the willful or negligent act or omission of the Unit Owner, and such Unit Owner's family, guests or invitees shall be done at said Unit Owner's expense or a Limited Common Assessment therefor shall be made against such Unit Owner's Lot; provided, however, that the liability of an individual Unit Owner for such damage to the Common Facilities and/or Controlled Facilities shall not be absolute, but shall only be that for which the Unit Owner is legally responsible under the laws of the Commonwealth of Pennsylvania.

Section 8.4 **Basis of Assessment.** The Executive Board shall periodically (and in no event less than annually), determine the estimated Common Expenses for the ensuing period (of not more than one year) including any reserves it deems advisable, and the Common Expenses incurred and the assessments and other receipts, if any, received during the prior period. Promptly following each determination of the Common Expenses theretofore incurred (and not theretofore assessed) and of budgeted estimated future Common Expenses, the Executive Board shall assess and collect from each Unit Owner (including Declarant with respect to any Unit owned by Declarant on the assessment date for which a certificate of occupancy has been issued by Township) and each such Unit Owner agrees to pay the Association a share of such incurred and estimated Common Expenses as set forth in Section 8.10 of this Article VIII.

Section 8.5 **Periodic Payments.** All Assessments made in order to meet the requirements of the Association's annual budget shall be payable in periodic installments as determined by the Executive Board. All Assessments made in order to meet the requirements of the Association's annual budget shall commence and be due and payable as of the date of settlement by the Unit

Owner on the Unit, with the Assessment for the current periodic installment being prorated as of the date of settlement. The pro rata portion of the Assessment due for the current periodic installment may be collected by the Association at settlement and the Association may also collect in advance of the next periodic installment due following settlement.

Section 8.6 Surplus. The budget of the Association shall segregate capital expenses from Common Expenses. Any amounts accumulated from Assessments for Common Expenses and income from the operation of the Common Facilities to which such Common Expenses pertain in excess of the amount required for actual Common Expenses may be reserved for future capital expenses at the discretion of the Executive Board. Any amounts accumulated in excess of the amounts required for actual Common Expenses and reserves for future capital expenses may, at the discretion of the Executive Board, be credited to each Unit Owner in accordance with its proportionate Common Expense liability, said credits to be applied to the next monthly assessment of general common expenses due from Unit Owners under the current fiscal year's budget and thereafter until exhausted. The Executive Board shall determine the application of such excess funds.

Section 8.7 Capital Expense. The Association shall establish an adequate capital expense fund for major repair and replacement of those Common Facilities which are anticipated to require replacement, repair or major repair on a periodic basis. The capital expense fund shall be funded by quarterly payments as a part of the Common Expenses or as determined by the Executive Board.

Section 8.8 Special Assessments. If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners equally. Such further assessment shall be payable in such monthly installments as the Executive Board may determine. The Executive Board shall serve notice of further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

Section 8.9 Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were a Special Assessment under Section 8.8 hereof.

Section 8.10 Rate of Assessment. Assessments provided for shall be assessed against Units equally. The share of each Unit shall be determined by taking the total amount of the Common Expenses and multiplying by a fraction the numerator of which is the number one and the denominator of which is the total number of Units subject to this Declaration. Until such time as

the denominator is 90% of the Units projected for the Property, it shall be assumed that the denominator is 90% of the Units projected for the Property.

Section 8.11 Initiation Fee and Capital Contribution. Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Declarant, shall pay to the Association the sum of One Thousand Dollars (\$1,000) as an initiation fee. Upon any resale of the Unit and purchase by a subsequent Unit Owner, the purchasing Unit Owner shall pay the Association a capital improvement fee as then established by the Association. Such fee shall not exceed the annual Assessment for Common Expense charged to such Unit during the most recently completed fiscal year of the Association.

Section 8.12 Nonpayment of Assessments. Any installment of an Assessment, a Special Assessment or Limited Common Assessment not paid when due shall bear interest from the due date of such installment at the rate of fifteen percent (15%) per annum. If a Unit Owner is in default of a payment of any Assessment, Special Assessment or Limited Common Assessment for thirty (30) days, the Executive Board may, in addition to all other remedies in the Act or Declaration, accelerate all other payments of Assessments, Special Assessments or Limited Common Assessment due for the following twelve (12) months. The Executive Board may establish late charges for payments which are not received promptly from Unit Owners.

Section 8.13 No Waiver of Assessments. No Unit Owner may be exempt from personal liability for assessments duly levied by the Association, nor release the Unit from the liens and charges hereof, by waiver of use and enjoyment of the Common Facilities or by abandonment of the Unit.

Section 8.14 Liability of Purchaser of Unit for Unpaid Assessments. Subject to the provisions of Section 5407 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid Assessments which such grantee may have paid, and until any such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 5315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

Section 8.15 Fees and Expenses. All expenses of the Executive Board in connection with any actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, asserted by the Association in collecting Assessments, Special Assessments or Limited Common Assessments shall be added to and deemed a Limited Common Assessment and the Association shall have a lien for all of the same, upon the

defaulting Unit. Any and all rights and remedies shall be exercise any time and from time to time, cumulatively or otherwise.

Section 8.16 Utility Charges. All utilities provided to the Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay. Unit Owners shall be responsible for service charges covering any costs of billing incurred by the Association.

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

Section 9.1 Maintenance Obligations of Unit Owners. It shall be the duty of each Unit Owner, at such Unit Owner's sole cost and expense to maintain and repair the Unit in a neat, safe, sanitary and attractive condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules and regulations which may be applicable under this Declaration or under law. Subject to the provisions of Section 9.2 below, each Unit Owner shall also be responsible for maintaining the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, windows, decks, gutters and downspouts, roofs, patios, driveways and service walks. Each Unit Owner shall be responsible to properly water the lawn area; this requirement shall be particularly applicable after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Each Unit Owner shall also be responsible to maintain landscaping within such Unit Owner's Unit, including pruning, watering and replacement. Each Unit Owner shall be responsible for properly watering the lawn area and landscaping; this requirement shall be particularly applicable after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Unit Owners shall be responsible for maintenance of, including snow removal from, portions of common sidewalks which lie immediately adjacent to the front and to the rear of such Unit Owner's Unit as well as maintenance of, including snow removal from, driveways and sidewalks located within the Unit. Unit Owners shall also be responsible to maintain any portion of the Stormwater Management System located within such Unit Owner's Unit in accordance with the provisions of the PCSM plan and Section 9.2 A. below.

A. Unit Owners of Units 36 through 41 shall be responsible for inspection, testing, repair, replacement and removal of grinder pumps within their Units as well as sewer laterals extending from their homes to the common force main serving such Units.

Section 9.2 Maintenance Obligations of Association. The Association shall maintain or provide for the maintenance of the Common Facilities and Controlled Facilities in good order and repair. The Association will be responsible for mowing lawns, turf application, annual edging and mulching, pruning and replacement of plant material in Common Facilities. The Association will be responsible for maintaining the portions of the Stormwater Management System located within the common open space as a Common Facility. The Association shall further be responsible for maintaining underground stormwater pipes or other components of the Stormwater Management System located within the PECO Easement Area, and located within the area designated by the Stormwater Easement Agreement referenced in Section 4.9 above as well as subsurface stormwater management facilities located within the PennDOT right of way referenced in Section 4.10 above, as Controlled Facilities. The Association shall be responsible

for maintenance of emergency access located within the Property as a Common Facility and shall be responsible for maintaining the portion of the emergency access located on adjacent property pursuant to the Emergency Access Agreement referenced in Section 4.8 above as a Controlled Facility. The Association shall be responsible for maintaining the sanitary sewer force main serving Lots 36 through 41 as a Controlled Facility; the cost of any inspection and maintenance shall be assessed against such Lots as a Limited Common Expense in accordance with the provisions of Section 5314(c) of the Act. The Association shall also be responsible for maintaining the perimeter fencing located around the stormwater management basins and shall be responsible for maintenance of, including snow removal from, portions of sidewalks located adjacent to Open Space Area A and Open Space Area B as shown on the Plans. The Association will be responsible for maintenance of fire hydrants. The Association shall also be responsible for maintenance of retaining walls located along the boundaries of or within Lots 28, 29, 30, 31 and 34. The maintenance responsibilities of the Association shall be performed at such times and in such manner as the Executive Board may, in its sole discretion, determine.

A. The maintenance of the Stormwater Management System shall be in accordance with the notes provided on the Post-Construction Stormwater Management Plan, specifically page 35 of the Record Plan, such inspection and maintenance responsibilities to include the following:

1. Visual Inspection – The Association must ensure the visual site inspections are conducted annually, and within 24 hours after each measurable rainfall event. Inspections may be carried out by non-technical staff, however, a professional should be consulted periodically to ensure that the needs of the Stormwater Management System are met. A written report of each inspection shall be kept and include at a minimum:

(a) A summary of site conditions and PCSM BMP, implementation and maintenance and compliance actions; and,

(b) The date, time, name and signature of the person conducting the inspection.

2. Non-Compliance Reporting – Where PCSM or PPC BMPs are found to be inoperative or ineffective during an inspection, or any other time, the Association shall, within 24 hours, contact the Department of Environmental Protection or County Conservation District, by phone or personal contact, followed by submission of a written report within 5 days of the initial contact. Noncompliance reports shall include the following information:

(a) Any condition on the Property which may endanger public health, safety or the environment or involve incident which cause or threaten pollution;

(b) The period of noncompliance, including exact dates and times and/or anticipated time when the activity will return to compliance;

(c) Steps being taken to reduce, eliminate and prevent reoccurrence of the noncompliance; and

(d) The date or schedule of dates, and identifying remedies for correcting noncompliance conditions.

3. Reduction, Loss or Failure of the BMPs – Upon reduction, loss or failure of the BMPs, the Association shall take immediate action to restore the BMPs or provide an alternative method of treatment. Such restored BMPs or alternative treatment shall be at least as effective as the original BMPs.

B. Declarant has entered into an Ownership and Maintenance (“O&M”) Agreement with the Township specifying the obligation of the Declarant, and by assignment the Association, to maintain the Stormwater Management System and Best Management Practices (“BMPs”), including the obligation to regularly inspect all such facilities. Such agreement also reserves for the Township the right to enter upon the Property for the purpose of maintenance of the Stormwater Management System and Best Management Practices if such facilities are not maintained in a manner acceptable to the Township. In such event, the Association shall be obligated to reimburse the Township for the cost incurred by the Township. A true and correct copy of the Ownership and Maintenance Agreement is attached hereto as Exhibit “F” and made a part hereof. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein. The Association shall be responsible for long-term operation and maintenance of PCSM BMPs and through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein and as acknowledged in Appendix C to the Notice of Termination for National Pollutant Discharge Elimination System Permit for Stormwater Discharges Associated with Construction Activities attached hereto as Exhibit “G” and made a part hereof, or as presented in such format as applicable in accordance with regulations of the Department of Environmental Protection.

C. The Association manager shall maintain a complete copy of the Post Construction Stormwater Management Plan, the Ownership and Maintenance Agreement, all applicable permits, any applicable field changes, BMP inspection records, and this Declaration including all amendments. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management as stated herein. The specific requirements of the Association to maintain components of the Stormwater Management System are as follows:

BMP #	TYPE OF BMP	SECTION (SEE NITRATE COMPLIANCE TABLE)	SITE LOCATION/PARCEL NUMBER OF THE BMP	AGENCY RESPONSIBLE FOR THE BMP	RECOMMENDED OPERATION/ MAINTENANCE PROCEDURES FOR EACH BMP
1	Bio-retention basin (Basins 1, 2, 3A-C)	Structural BMP 6.4.5 Nonstructural BMP 5.6.2	Southern corner of upper parcel, lower parcel – east of existing drainage way, lower parcel – west of existing drainage way	Association	<p>Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.</p> <p>The basin shall be cleaned of sediment at the completion of site construction activities. Future sediment removal may be required in a 10 to 20 year period. Trash and floating debris shall be removed monthly. A complete annual inspection shall be made for erosion. Displaced rip-rap, bare grass cover, vegetative conditions and embankment stability issues and shall be repaired if noted. During periods of extended drought, the basin may require watering.</p> <p>Mow seeded basin side slopes twice a year. Recommended dates for mowing are early July for the first cutting and a second cutting in March up to April 15th. Mow seeded areas when the ground is dry and cut at height of 6” – 8” during the dormant season.</p> <p>Monitor basin for intrusion by invasive plants such as thistle. Eliminate invasive plants by spot mowing, spot spraying or wick application of an appropriate herbicide or manual or mechanical pulling. A combination of strategies may be the best appropriate. Do not use herbicides within 50 feet of streams.</p>
2	Dry-extended Detention Basin (Basin #30)	Structural BMP 6.4.5 Non-structural BMP 5.6.2	Lower Parcel – East of east of existing drainage way	Association	Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.
3	Lawn areas and proposed landscaping	Structural BMP 6.7.3 Non-structural BMP 5.6.2	Lawns and landscape beds throughout site	Unit Owners	All lawn areas should be mowed and maintained. Areas where lawn is disturbed should be reseeded and mulched immediately to re-establish uniform vegetative cover. All trees shown on the landscape plans should be maintained in good health.
4	Swales	Structural BMP 6.7.3 Structural BMP 6.4.5	Throughout site as shown on plans.	Association	Swales should be inspected for channelization, accelerated erosion and

					or other failures of permanent stabilization in areas of damage; replace with appropriate liner and stabilize accordingly.
5	Landscape Restoration	Structural BMP 6.7.2	Throughout site as shown on landscape plan.	Association	All trees on the landscape plan should be maintained in good health.

D. In accordance with the provisions of the Operation and Maintenance Agreement referenced in Section 4.6 above, the Association shall submit to the Township on a biannual basis, i.e., every two (2) years, a maintenance report confirming its compliance with the maintenance obligations under the O & M Maintenance Agreement. The first such report shall be submitted no later than twelve (12) months after the sanitary sewer facilities become operational.

Section 9.3 **Damage and Destruction Affecting Units - Duty to Rebuild.** If all or any portion of any Unit is damaged, falls into disrepair, or is destroyed by fire or other casualty, it shall be the duty of the Unit Owner to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. If the Unit Owner should fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a Limited Common Assessment against the Unit Owner.

ARTICLE X INSURANCE

Section 10.1 **Casualty Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent reasonably commercially available insuring against fire and extended coverage perils and all other perils customarily covered by standard extended coverage endorsements in such amount as the Association may determine, but in no event less than One Hundred (100%) percent of the current replacement cost of the insured property, exclusive of land, foundations and other items normally excluded from property policies. The Association may also insure against any other property, whether real or personal, owned by the Association, against the loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Facilities and Controlled Facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the annual assessment made by the Association. In the event of damage to or destruction of any part of the Common Facilities and/or Controlled Facilities, the Association shall repair or replace the same from the insurance proceeds available. The Executive Board may determine the appropriate deductible applicable to such policy. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against all Unit Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds.

Section 10.2 Liability Insurance to be Carried by Association. Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent determined by the Association, but in no event less than \$1,000,000 per occurrence, comprehensive general liability insurance coverage on all Common Facilities of the Property covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities. Liability insurance shall include medical payments insurance.

Section 10.3 Additional Endorsements. All policies obtained pursuant to the provisions of this subsection shall: (i) provide that the Association or its authorized representative shall be the sole adjuster of any losses; (ii) contain waivers of all rights of subrogation; (iii) provide that the coverage afforded to any insureds shall not be affected by the acts or omissions of any one or more other insureds; and (iv) provide that such policy shall not be cancelled or modified without thirty (30) days' prior written notice to all whose interests are covered thereby. Each policy shall designate that insurance proceeds for the loss shall be payable to the Association and not to any mortgagee, and shall otherwise comply with the provisions of Section 5312 of the Act.

Section 10.4 Other Insurance. The Association shall maintain workers' compensation insurance and employer's liability as required by law for any employees of the Association. The Association shall maintain directors and officers liability insurance, to the extent reasonably available.

Section 10.5 Fidelity Insurance. Unless the funds of the Association are handled by a professional manager, the Association shall maintain blanket fidelity insurance for anyone who either handles or is responsible for funds held by or administered by the Unit Owners Association, whether or not said individual has received compensation for their services. The Association insurance shall name the Association as the obligee and the premium shall be paid as a common expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity insurance which shall provide the same coverages as required of the Association. The fidelity insurance obtained shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the insurance is enforced. In addition, the fidelity insurance coverage shall at least equal the sum of three (3) months assessment on all Units in the Community, plus the Associations reserved fund. Said fidelity insurance shall include a provision requiring thirty (30) days written notice to the Association or to each holder of a mortgage on an individual Unit in the Community before the insurance can be canceled or substantially modified for any reason.

Section 10.6 Waiver and Release. Subject to the provisions of this Article X, each Unit Owner and the Executive Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Facilities, the Units or to any personal property located in the Units or Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance. Such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable

insurance policy to recover thereunder. In no event shall insurance obtained and maintained by the Association and by individual Unit Owners be the subject of any action for contribution.

Section 10.7 Extended Insurance. The Association may, but is not obligated, to maintain property insurance on a so-called "all risk" basis covering all real property of the Unit Owners, including the Common Facilities. The coverage of such insurance shall be at the discretion of the Executive Board and the premium for such insurance shall be assessed as a Common Expense. The proceeds of such insurance shall be payable to the Association to restore any damage to any Unit or Common Facilities, with any excess being retained by the Association.

Section 10.8 Insurance Maintained by Unit Owners. Unless the Association undertakes to maintain all risk insurance pursuant to Section 10.7 above, each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis of the Unit, any improvement made to the Unit, personal property, and all personal liability not provided for above. Unit Owners may also obtain insurance coverage for the deductible carried by the Association.

No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium therefor; and any Unit Owner so doing or permitting any such act shall be liable to the Association for any such increase which shall be assessable as a Common Expense exclusively against such Unit Owner pursuant to the assessment provisions of this Declaration.

ARTICLE XI MORTGAGE PROTECTION CLAUSE

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and other governmental and quasi-governmental agencies to participate in the financing of the sale of Units within the Property, the following provisions are added hereto and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

A. Each first Permitted Mortgagee of a Mortgage encumbering any Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

B. Each first Permitted Mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid Assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Permitted Mortgagee, subject to the provisions of Section 5315 of the Act.

C. Unless at least sixty-seven percent (67%) of Unit Owners (other than Declarant) have given their prior written approval, neither the Association nor the Unit Owners shall:

(1) by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon which are owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Facilities to an unincorporated association of the Unit Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Unit Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design of the exterior appearance of the Units, or the upkeep of lawns and plantings in the Property; or

(4) amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first Permitted Mortgagee will be affected. The addition of Units and Common Facilities to the Community within the Additional Real Estate shall not be considered a material amendment or an amendment which affects the rights of any first Permitted Mortgagee.

D. First Permitted Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

E. First Permitted Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Permitted Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. In addition to the foregoing, the Executive Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar governmental or quasi-governmental entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of Permitted Mortgages. Each Unit Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential seller of their Units if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

F. Upon the specific request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(1) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(2) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(3) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and

(4) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

(5) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder, but may request reimbursement for reasonable expenses in producing any documents requested.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.1 Limited Liability of the Executive Board and Committee Members. The Executive Board, and any committee appointed by the Executive Board, and their respective members in their capacity as members, officers and employees:

A. Shall not be liable for the failure of any service to be obtained by the Executive Board or any committee and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the building of which the Unit is a part, or from any of its pipes, drain conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association, the Executive Board or any committee;

B. Shall not be liable to the Unit Owners as a result of the performance of any Executive Board or committee member's duties for any mistake of judgment, negligence or otherwise, except for the Executive Board or committee member's own willful misconduct or gross negligence;

C. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board or committee member's duties;

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or such Unit Owner's tenants, employees, agents, customers or guests in a Unit, or in or on the Common Facilities or Limited Common Facilities, except for the Executive Board or committee member's own willful misconduct or gross negligence.

E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board or committee member's own willful misconduct or gross negligence in the performance of their duties; and

F. Shall have no personal liability arising out of the use, misuse or condition of the building, or which might in any other way be assessed against or imputed to the Executive Board or committee members as a result of or by virtue of their performance of their duties, except for the Executive Board or committee member's own willful misconduct or gross negligence.

Section 12.2 Indemnification. Each member of the Executive Board, and any member of a committee appointed by the Executive Board, in the capacity as an Executive Board or committee member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred in connection with any proceeding in which such member may become involved by reason of being or having been a member and/or officer of the Executive Board or any committee appointed by the Executive Board, or any settlement of any such proceeding, whether or not an Executive Board or committee member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board or committee member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of such member's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board Member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board or committee member and/or officer had no reasonable cause to believe such member's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board or committee member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3 Defense of Claims. Complaints brought against the Association, the Executive Board, any committees appointed by the Executive, or the officers, employees or agents thereof in their respective capacities as such, or the Community as a whole, shall be directed to the

Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 12.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.2 above, if and to the extent available.

ARTICLE XIII ARCHITECTURAL CONTROL

Section 13.1 Review of Proposed Construction. Subject to the exemption of the Declarant pursuant to Section 6.1.5 of this Declaration and subject to all applicable municipal zoning ordinances, no addition, change or alteration to the exterior of any Unit which would extend the footprint of any building or impervious coverage, including but not limited to, building additions, decks or patios, shall be made until the plan and specifications showing the dimensions and location as well as the impact on existing impervious coverage on the Lot of the same shall have been approved by the Executive Board. The Unit Owner shall obtain approval by the Executive Board prior to filing an application with the Township for a building permit. The Executive Board shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not exceed the impervious coverage limitations on the Lot or the Property as a whole. The Executive Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Unit Owner submitting the same to grant appropriate easements to the Association or to assume any additional cost of maintenance and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Executive Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Executive Board may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material. Until receipt by the Executive Board of any required plans and specifications, the Executive Board may postpone review of any plans submitted for approval. Thereafter, the Executive Board shall communicate its response to the submitting Unit Owner within sixty (60) days after such receipt. Lack of a timely response shall be deemed an approval of the request as made.

Section 13.2 No Waiver of Future Approvals. The approval of the Executive Board to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Executive Board, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 13.3 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article XIII, the Unit Owner shall give written notice of completion to the Executive Board.

B. Within forty-five (45) days thereafter, the Executive Board or its duly authorized representative may inspect such work. If the Executive Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such noncompliance within such 45-day period, specifying the particulars of noncompliance, and requiring the Unit Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the Unit Owner shall have failed to remedy such noncompliance, upon notice and hearing, the Executive Board shall determine the nature of such noncompliance and the estimated costs of correcting or removing the same. If a noncompliance exists, the Unit Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Executive Board ruling. If the Unit Owner does not comply with the Executive Board ruling within such period, the Executive Board, at its option, may either remove the noncomplying work or remedy the noncompliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Unit Owner to the Association, the Executive Board shall levy a Limited Common Assessment against such Unit Owner for reimbursement.

D. If for any reason the Executive Board fails to notify the Unit Owner of any noncompliance within forty-five (45) days after receipt of said written notice of completion from the Unit Owner, the work shall be deemed to be in accordance with said approved plans.

Section 13.4 Non-Liability of Committee Members. Neither the Committee nor any member thereof, shall be liable to the Association, or to any Unit Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Executive Board's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or any such member or representative.

Section 13.5 Variance. The Executive Board may authorize variances from compliance with any of the architectural provisions of this Article XIII when circumstances such as hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a simple majority of the members of the Executive Board, and shall become effective upon recordation in the Office of the Recorder of Deeds of Montgomery County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting the

use of the Unit, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

Section 13.6 Reasonable Accommodations; Governmental Requirements. Whenever the Executive Board determines that pursuant to applicable law any structure is required as a reasonable accommodation under applicable law (or whenever a final determination of any governmental authority having jurisdiction to such effect shall have been made and shall not be subject to appeal or further appeal (a "final governmental determination")), the Executive Board shall approve the construction thereof subject to such reasonable rules and regulations as the Executive Board shall impose, which may include, without limitation, (i) a requirement that the person seeking such accommodation furnish to the Executive Board reasonable evidence to substantiate the basis for the reasonable accommodation requested (except in instances in which the need for such reasonable accommodation has been determined by a final governmental determination); (ii) a requirement that such reasonable accommodation shall remain in effect only so long as the individual whose condition gave rise to the reasonable accommodation remains a resident of the property in question and continues to experience the condition which gave rise to the reasonable accommodation, and that thereafter all improvements constructed pursuant to the reasonable accommodation be removed by and at the expense of the Unit Owner of the Lot upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner of the Lot in question furnish annually to the Executive Board reasonable evidence as to the matters set forth in (ii) above; and (iv) all reasonable accommodations shall be subject to all of the requirements of this Declaration, the Rules and Regulations or requirements of the Executive Board, to the end and effect that the Executive Board shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

ARTICLE XIV UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT DOMAIN

Section 14.1 Applicability of Community Documents. Each present and future owner, occupant and Permitted Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plan, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Permitted Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof. The failure of the Association to enforce one or more violations of the Declaration, the Bylaws, Rules and Regulations shall not be deemed a waiver of any of the covenants, conditions and restrictions set forth therein.

Section 14.2 Convertible Real Estate. The Declarant hereby reserves the right to create additional Units, Common Facilities and Controlled Facilities within Convertible Real Estate as described in Exhibit "E" of this Declaration. The Declaration reservation of the rights to create additional Units and Common Facilities is subject to the following limitations:

(a) Forty-nine (49) additional Units may be constructed within the Convertible Real Estate described in Exhibit "E." Each building shall constitute a separate phase of additional Units added.

(b) the Declaration reservation of rights as set forth in this Paragraph will lapse upon completion of construction of the buildings containing the forty-nine (49) Units, and such additional Units as may be constructed within the Convertible Real Estate described in Exhibit "E" of this Declaration and in no event shall the Declarant's aforesaid reservation of rights continue beyond 10 years after the date of recording of this Declaration.

(c) the extent to which the relative voting strength in the Association and share of Common Expense liability of each Unit created hereunder may be decreased by the Declarant creating additional Units and Common Facilities as set forth elsewhere herein. The reallocation of relative voting strength in the Association and share of Common Expense liability of each unit created hereunder is based upon (1) each Unit, present and future, shall be assigned one vote; and (2) Common Expense liability, present and future, shall be based upon the percentage relationship each Unit bears to the aggregate number of existing Units, subject to the requirement of the Declarant to subsidize Common Expenses pursuant to Section 8.10 of this Declaration. The basis for this formulation is that each unit derives equal benefit from the Common Facilities.

(d) Construction will commence upon the additional buildings and phases consecutively or concurrently in any number at Declarant's election.

(e) The aggregate number of Units that may be created presently and in the future in all of the Convertible Real Estate described in Exhibit "E" is forty-nine (49) Units.

(f) All buildings, Units and Common Facilities that will be erected upon each portion of the Convertible Real Estate described in Exhibit "E" will be compatible with the other buildings, Units and Common Facilities in the Community in terms of architectural style, quality of construction, and principal materials employed in construction and size.

(g) All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created within the Convertible Real Estate.

(h) The location of each of the additional buildings and improvements shall be the same as the corresponding buildings and improvements shown on the recorded Plan of Declaration.

Section 14.3 Amendment Generally. Except as limited by Section 5219 of the Act, this Declaration may be amended by the vote of the Unit Owners holding sixty-seven percent (67%) of the allocated votes in the Association.

(a) Any amendment or termination which may affect Township or its interests, whether they are made by the Association, Unit Owners and/or Declarant, are subject to approval by Township.

(b) Until seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than the Declarant, the following actions will require the prior approval of FHLMC, GNMA, FNMA, FHA, VA or similar government agencies:

Annexation of additional properties, mergers and consolidations, mortgaging of Common Facilities, dedication of Common Facilities, amendment of the Declaration, Articles of Incorporation and the Bylaws.

Section 14.4 Rights of Secured Lenders. Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of holders of first mortgages on Units to which the Units subject to a mortgage appertain, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Facilities; (3) partitioning or subdividing any Unit or the Common Facilities; or (4) changing the manner of determining Common Expense percentage liability of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Facilities shall not be deemed to be a transfer within the meaning of this Section. If any Permitted Mortgagee fails to submit a written response to any written proposal for an amendment within sixty (60) days after the Permitted Mortgagee receives notice of the Proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the proposed amendment shall be deemed approved by the Permitted Mortgagee.

Section 14.5 Rights of Declarant, Builder and Township. No change, modification or amendment which affects the respective rights, privileges or obligations of the Declarant or the Township shall be effective without prior written consent of the party whose rights, privileges or obligations are impacted.

Section 14.6 Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirement of FNMA, FHLMC, VA, FHA, GNMA, or other similar government agency with respect to community projects, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of

an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

ARTICLE XV DECLARANT'S RIGHTS

Section 15.1 Control. Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than the Declarant.

15.1.1 Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to Unit Owners other than the Declarant, one member of the Executive Board shall be replaced by a Unit Owner other than Declarant, as provided in Article V of the Bylaws.

15.1.2 Not later than the earlier of (i) seven (7) years after the date of recording of this Declaration, or (ii) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be constructed in the Community have been conveyed to Unit Owners other than the Declarant, all members of the Executive Board shall resign, and the Unit Owners shall elect a new three-member Executive Board.

Section 15.2 Enforcement. This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Association or by the Township as follows:

A. Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Unit Owner, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include the amount of any delinquent payment, interest thereon, costs of collection, including attorney's fees, court costs and penalty charges.

B. The result of every act or omission by which covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Unit Owner, by the Association or its successors-in-interest.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge of any bona fide Mortgage or deed of trust made in good faith and for value on any residential Lot or the Unit thereon, provided, however, that any subsequent Unit Owner of such property shall be bound by said covenants, whether such Unit Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

Section 15.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 15.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Common Facilities and Controlled Facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 15.5 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

Declarant has executed this Declaration on the date first above written.

DECLARANT:
DRISCOLL TRACT, LLC

By: 

Print name: Salvatore J. Paone

Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery SS
:

On the 1st day of July A.D., 2019, before me, the undersigned officer, personally appeared Salvatore J. Paine, who acknowledged himself/herself to be the Manager of DRISCOLL TRACT, LLC, a Pennsylvania limited liability company and that he/she as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as Manager.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL K. WILSON, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires July 14, 2020



CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

THE DRISCOLL TRACT
NORTH GRAVERS ROAD, JOHNSON ROAD & PLYMOUTH ROAD
PLYMOUTH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THOSE CERTAIN parcels or tracts of land known as the Driscoll Tract, SITUATE in the Township of Plymouth, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with an Overall Subdivision Plan prepared for Stronghold Properties, Inc., dated April 29, 2015 and last revised July 23, 2018 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

PARCEL 'A'

BEGINNING at a point formed by the intersection which the surveyed title line of Plymouth Road (SR3007)(70' wide at this point) makes with the surveyed title line of Johnson Road (SR3012)(46.5' wide at this point); THENCE along said surveyed title line of Plymouth Road the three following courses and distances: 1) South fifty-four degrees thirteen minutes six seconds East (S 54° 13' 06" E) four hundred twenty-one and fifty-two one-hundredths feet (421.52'); 2) South fifty-four degrees fifteen minutes thirty-six seconds East (S 54° 15' 36" E) four hundred forty-nine and ninety-nine one-hundredths feet (449.99'); 3) South fifty-four degrees twenty-seven minutes thirty-six seconds East (S 54° 27' 36" E) two hundred sixty-five and thirty-eight one-hundredths feet (265.38') to a point; THENCE crossing Plymouth Road and along lands now or formerly of GPX Plymouth Office Properties, LP, South thirty-seven degrees two minutes thirty-three seconds West (S 37° 02' 33" W) seven hundred eighty-eight and twenty-four one-hundredths feet (788.24') to a point; THENCE continuing along said lands, North fifty-three degrees twenty-seven minutes twenty-seven seconds West (N 53° 27' 27" W) five hundred ninety-four and eight one-hundredths feet (594.08') to a point on line of lands now or formerly of PECO Energy; THENCE along said lands, North one degree thirty-eight minutes twenty-seven seconds West (N 01° 38' 27" W) nine hundred twenty-four and forty-four one-hundredths feet (924.44') to a point on the aforesaid surveyed title line of Johnson Road; THENCE along said surveyed title line of Johnson Road, North seventy-four degrees fifty-five minutes thirty-three seconds East (N 74° 55' 33" E) fifty-seven and forty-four one-hundredths feet (57.44') to the first mentioned point and place of beginning.

BEING PARCEL 'A'.

CONTAINING 702,477 square feet or 16.1267 acres

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

THE DRISCOLL TRACT
NORTH GRAVERS ROAD, JOHNSON ROAD & PLYMOUTH ROAD
PLYMOUTH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

PAGE 2

PARCEL 'B'

BEGINNING at a point formed by the intersection which the surveyed title line of Johnson Road (SR3012) (60' wide at this point) makes with the surveyed title line of North Gravers Road (46.5' wide at this point); THENCE along said surveyed title line of Johnson Road the two following courses and distances: 1) North seventy-four degrees fifty-eight minutes ten seconds East (N 74° 58' 10" E) six hundred twenty-three and ninety-six one-hundredths feet (623.96'); 2) North seventy-four degrees fifty-five minutes thirty-three seconds East (N 74° 55' 33" E) nine hundred twenty-eight and fifty-three one-hundredths feet (928.53') to a point on line of lands now or formerly of PECO Energy; THENCE crossing Johnson Road, and along lands now or formerly of PECO Energy, and crossing North Gravers Road, South one degrees thirty-eight minutes twenty-seven seconds East (S 01° 38' 27" E) one thousand five hundred nineteen and nine one-hundredths feet (1,519.09') to a point on the aforesaid surveyed title line of North Gravers Road (46.5' wide at this point); THENCE along said surveyed title line of North Gravers Road the four following courses and distances: 1) North fifty-three degrees forty-one minutes twenty-seven seconds West (N 53° 41' 27" W) seven hundred forty-one and seventy-five one-hundredths feet (741.75'); 2) North fifty-five degrees three minutes seventeen seconds West (N 55° 03' 17" W) two hundred forty-two and thirty-four one-hundredths feet (242.34'); 3) North fifty-three degrees forty-one minutes twenty-seven seconds West (N 53° 41' 27" W) five hundred eighty-one and fifty one-hundredths feet (581.50'); 4) North fifty-five degrees thirteen minutes forty-seven seconds West (N 55° 13' 47" W) three hundred thirty-eight and nine one-hundredths feet (338.09') to the first mentioned point and place of beginning.

BEING PARCEL 'B'.

CONTAINING 1,140,188 square feet or 26.1751 acres

TOGETHER PARCEL 'A' & PARCEL 'B' CONTAINING 1,842,665 square feet or 42.3018 acres.

EXHIBIT "B"

MATTERS OF RECORD

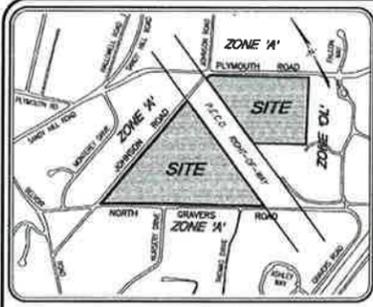
1. Easements, or claims of easements, not shown by the public records.
2. Rights granted to the Philadelphia Electric Company as in Deed Book 1761, Page 179 and Deed Book 2956, Page 399.
3. Rights granted to Electric Realty Corp. as set forth in Deed Book 1037, Page 41.
4. Title to that portion of the premises within the beds of Gravers Road, Old Grove Road and Sandy Hill Road (Plymouth Road) are subject to the public and private rights therein.
5. Subject to conditions as shown on Plan of Survey prepared for Jules Dehon by Tracy Land Services, Inc. dated August 30, 2005, last revised March 21, 2006 including the following: a) requirement of building set back lines; b) notes; c) subject to the future widening of Gravers Road, Johnson Road and Plymouth Road to the ultimate right of way line; d) Easement of 315 feet wide PECO right of way; e) 100 year floodplain.
6. PCSM Instrument dated March 22, 2019 and recorded on March 27, 2019 in Deed Book 6130, Page 390.
7. PECO Energy Co. Easement Agreement dated December 8, 2015 and recorded in the Office of the Recorder of Deeds of Montgomery County on August 30, 2016 in Deed Book 6013, Page 1459.
8. Emergency Access Easement Agreement dated September 26, 2017 and recorded in the Office of the Recorder of Deeds of Montgomery County on December 19, 2017 in Deed Book 6073, Page 2530 between Driscoll Tract, LLC and Exeter 521 Plymouth, LP and Exeter 531 Plymouth, LP.
9. Stormwater Easement Agreement dated September 26, 2017 by and among Driscoll Tract, LLC, Exeter 521 Plymouth, LP and Exeter 531 Plymouth, LP, such agreement being recorded on December 19, 2017 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6073, Page 2577.
10. Memorandum of Improvement Agreement and Best Management Practice Requirements Agreement dated April 9, 2019 and recorded in the Office of Recorder of Deeds of Montgomery County on April 17, 2019 in Deed Book 6132, Page 2143.
11. Indemnity Agreement dated November 2, 2017 by and between Declarant and Plymouth Township, such agreement being recorded on November 15, 2017 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6069, Page 1202.

PLEASE SEE
DATABASE FOR
VIEW OF DEED
EXHIBITS

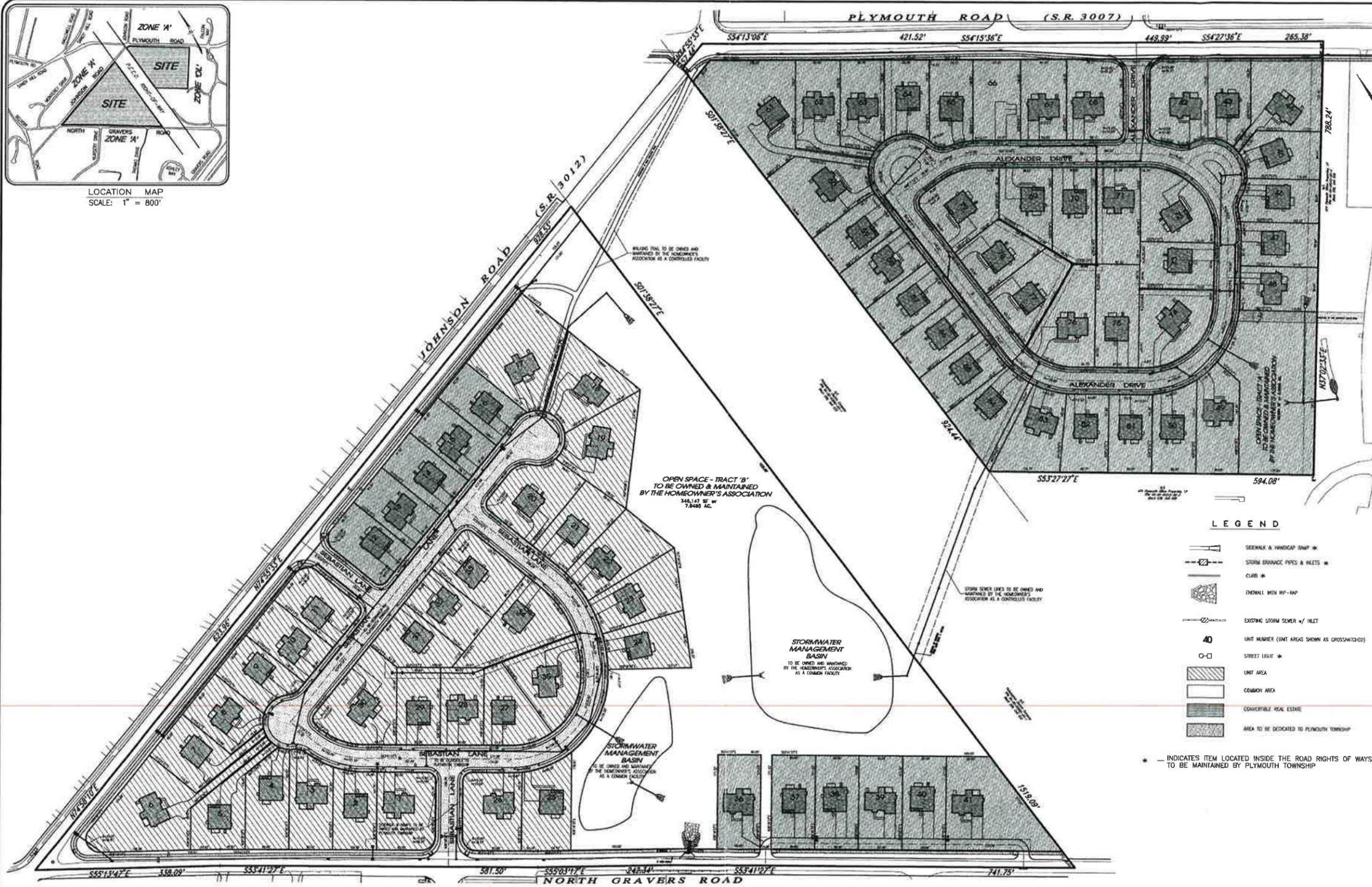
BOOK NUMBER:6143_

PAGE NUMBER: 2925

EXHIBIT
"C"



LOCATION MAP
SCALE: 1" = 800'



LEGEND

	SIDEWALK & HANDICAP RAMP *
	STORM DRAINAGE PIPE & INLET *
	CURB *
	DRIVEWAY WITH RP-PP
	EXISTING STORM SEWER w/ INLET
	UNIT NUMBER (UNIT AREAS SHOWN AS CROSS-HATCHED)
	STREET LIGHT *
	UNIT AREA
	COMMON AREA
	CONVERTIBLE REAL ESTATE
	AREA TO BE DEDICATED TO PLYMOUTH TOWNSHIP

* — INDICATES ITEM LOCATED INSIDE THE ROAD RIGHTS OF WAYS TO BE MAINTAINED BY PLYMOUTH TOWNSHIP

- NOTES**
- SEE RECORD PLANS FOR METES & BOUNDS OF EASEMENTS.
 - PLYMOUTH ROAD & JOHNSON ROAD RIGHT OF WAY TO BE DEDICATED TO PENNSYLVANIA DEPARTMENT OF TRANSPORTATION.
 - GRAVERS ROAD RIGHT OF WAY TO BE DEDICATED TO PLYMOUTH TOWNSHIP.
 - SEBASTIAN LANE & ALEXANDER DRIVE WILL BE DEDICATED TO PLYMOUTH TOWNSHIP.

I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY (1) SHOWS THE PROPERTY, INCLUDING THE UNITS AND COMMON ELEMENTS AND (2) SETS FORTH THE NAME BY WHICH THE PROPERTY WILL BE KNOWN AND THE UNIT DESIGNATION FOR EACH UNIT THEREOF. THIS PLAN CONTAINS ALL INFORMATION REQUIRED BY SECTIONS 5210 AND 5211 OF THE PENNSYLVANIA PLANNED COMMUNITY ACT.



TAX PARCEL NO. 42-00-02-319-00-1	OWNER OF RECORD DRISCOLL TRACT, LLC 1120 BETHLEHEM PIKE SPRING HOUSE, PA.
BLVD. / UNIT 0000 - 0001	CHARLES E. SHOEMAKER, INC. 1007 EDGE HILL ROAD PLYMOUTH TOWNSHIP, MONTEGOMERY COUNTY, PA. PHONE 215-897-2180 E-MAIL: staff@ceshoemaker.com
SITE ADDRESS Plymouth Road Spring House, PA.	UNIFORMED PLANNED COMMUNITY PLAN of PLYMOUTH VALLEY ESTATES Prepared for DRISCOLL TRACT, LLC 1120 NORTH BETHLEHEM PIKE SPRING HOUSE, PA. 19477
DATE MAY 6, 2019	JOB NO. 25620A
DATE MAY 6, 2019	SHEET NO. 1 of 1

EXHIBIT "D"

INITIAL COMMUNITY

Units 1 through 11 and Units 17 through 35

EXHIBIT "E"

CONVERTIBLE REAL ESTATE

ALL PROPERTY AS SHOWN ON THE PLANS
WITH THE EXCEPTION OF UNITS 1 THROUGH 11 AND UNITS 17 THROUGH 35
WHICH ARE PART OF THE INITIAL COMMUNITY.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6132 PG 02143 to 02151
INSTRUMENT # : 2019023313
RECORDED DATE: 04/18/2019 06:57:59 AM

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

Document Type: Deed Miscellaneous
Document Date: 04/09/2019
Reference Info: 13275-188

Transaction #: 5826630 - 1 Doc(s)
Document Page Count: 8
Operator Id: sford

RETURN TO: (Email)
Judy Moore
375 Morris Rd
P.O. Box 1479
Lansdale, PA 19446

PAID BY:
JUDY MOORE

*** PROPERTY DATA:**

Parcel ID #: 49-00-09319-00-1
Address: 551 PLYMOUTH RD

PLYMOUTH MTG PA
19462
Municipality: Plymouth Township (100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00

FEES / TAXES:

Recording Fee:Deed Miscellaneous \$73.75
Additional Pages Fee \$8.00
Additional Names Fee \$1.00
eRecording Fee Per Doc \$3.00

Total: \$85.75

DEED BK 6132 PG 02143 to 02151
Recorded Date: 04/18/2019 06:57:59 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION



Prepared by: Michael P. Clarke, Esquire

Return to: Michael P. Clarke, Esquire
7 Neshaminy Interplex, Suite 200
Trevose, PA 19053
(215) 633-1890

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-09319-00-1 PLYMOUTH TOWNSHIP
551 PLYMOUTH RD
DRISCOLL TRACT LLC
B 036 L U 003 0319 04/17/2019

\$15.00
HW

Parcel No: 49-00-09319-00-1

**MEMORANDUM OF IMPROVEMENT AGREEMENT
AND BEST MANAGEMENT PRACTICE REQUIREMENTS**

1. Parties. This Memorandum of Improvement Agreement is made the 9th day of April, 2019 by and between PLYMOUTH TOWNSHIP, a Home Rule Charter Township, Montgomery County, Pennsylvania (hereinafter referred to as "Township") and DRISCOLL TRACT, LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as "Owner"), and S. J. PAONE DEVELOPMENT, INC., a Pennsylvania corporation (hereinafter referred to as "Developer").

2. Background. On March 22, 2019, Township, Owner and Developer executed a lengthy "Improvement Agreement," which contains plans and specifications as to a land development located along Johnson Road, North Gravers Road and Plymouth Road, Plymouth Township, Montgomery County, Pennsylvania, said premises being more fully described in a Land Development Plan recorded in Montgomery County Plan Book 50, Page 238, on April 1, 2019 and designated as Tax Map Parcel No. 49-00-09310-00-1 (hereinafter referred to as the "Property").

3. Recording. This Memorandum of Improvement Agreement shall be entered of record in the Montgomery County Office for the Recording of Deeds to put Owner's and Developer's successors or assigns on notice of said Improvement Agreement which is available for inspection during business hours at the Office of Township.

4. Stormwater Best Management Practices (BMPs)

With respect to Stormwater and Best Managements Practices it is agreed as follows:

WHEREAS, the Owner or Developer or their affiliate is proceeding to build and develop the Property; and

WHEREAS, the Stormwater, Best Management Practices (herein after BMP(s)) and Post Construction Stormwater Management Report prepared by Charles E. Shoemaker, Inc., dated June 19, 2017 and approved by the Township (hereinafter referred to as the "STORMWATER Plan") for the Property, which is hereby incorporated

{00926205;v1}

by reference and made a part hereof, provides for management of stormwater within the confines of the Property through the use of BMP(s) and conveyances; and

WHEREAS, the Township, Owner and Developer, for themselves and their administrators, executors, successors, heirs, and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that stormwater BMP(s) and conveyances be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

BMP, "Best Management Practice" –Those activities, facilities, designs, measures, or procedures as specifically identified in the STORMWATER Plan, used to manage stormwater impacts from land development, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of the Township's Stormwater Management Ordinance. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, and operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff. The BMPs identified in the STORMWATER Plan are permanent appurtenances to the Property; and

Conveyance – As specifically identified in the STORMWATER Plan, a man-made, existing or proposed facility, structure or channel used for the transportation or transmission of stormwater from one place to another, including pipes, drainage ditches, channels and swales (vegetated and other), gutters, stream channels, and like facilities or features. The conveyances identified in the STORMWATER Plan are permanent appurtenances to the Property; and

WHEREAS, the Township requires, through the implementation of the STORMWATER Plan, that stormwater management BMPs and conveyances, as required by said STORMWATER Plan and the Township's Stormwater Management Ordinance, be constructed and adequately inspected, operated and maintained by the Owner or Developer, their administrators, executors, successors in interest, heirs, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals to this Agreement are incorporated as terms of this Agreement as if fully set forth in the body of this Agreement.
2. The Owner, Developer, or their affiliate shall construct the BMP(s) and conveyance(s) in accordance with the final design plans and specifications as approved by the Township, the Final Subdivision Plan prepared by Charles E. Shoemaker, Inc., dated April 29, 2015, last revised February 12, 2019, and a Post Construction Stormwater Management Report dated June 19, 2017.
3. The Owner, Developer or their affiliate shall inspect, operate and maintain the BMP(s) and conveyance(s) as shown on the STORMWATER Plan in good working order acceptable to the Township and in accordance with the specific inspection and maintenance requirements in the approved STORMWATER Plan.
4. The Owner and Developer hereby grant permission to the Township, its authorized agents and employees, to enter upon the Property from a public right-of-way or roadway, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) and conveyance(s) whenever it deems necessary for compliance with this Agreement, the STORMWATER Plan and the Township's Stormwater Management Ordinance. Whenever possible, the Township shall notify the Owner and Developer prior to entering the Property.
5. The Township intends to inspect the BMP(s) and conveyance(s) at a minimum of once every year to determine if they continue to function as required.
6. The Owner and Developer acknowledges that, per the Township's Stormwater Ordinance, it is unlawful, without written approval of the Township, to:
 - a. Modify, remove, fill, landscape, alter or impair the effectiveness of any BMP or conveyance that is constructed as part of the approved STORMWATER Plan;
 - b. Place any structure, fill, landscaping, additional vegetation, yard waste, brush cuttings, or other waste or debris into a BMP or conveyance that would limit or alter the functioning of the BMP or conveyance;
 - c. Allow the BMP or conveyance to exist in a condition which does not conform to the approved STORMWATER Plan or this Agreement; and
 - d. Dispose of, discharge, place or otherwise allow pollutants including, but not limited to, de-icers, pool additives, household chemicals, and automotive fluids to directly or indirectly enter any BMP or conveyance.

7. In the event that the Owner or Developer fails to operate and maintain the BMP(s) and conveyance(s) as shown on the STORMWATER Plan in good working order acceptable to the Township, the Owner and/or Developer shall be in violation of this Agreement, and the Owner and Developer agree that the Township or its representatives may, in addition to and not in derogation or diminution of any remedies available to it under the Stormwater Ordinance or other statutes, codes, rules or regulations, or this Agreement, enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s) and conveyance(s). It is expressly understood and agreed that the Township is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.

8. In the event that the Township, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner and/or Developer shall reimburse the Township for all expenses (direct and indirect) incurred within 30 days of delivery of an invoice from the Township. Failure of the Owner or Developer to make prompt payment to the Township may result in enforcement proceedings, which may include the filing of a lien against the Property, which filing is expressly authorized by the Owner and Developer.

9. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMP(s) and conveyance(s) by the Owner and/or Developer; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater runoff.

10. The Owner and Developer, for themselves and their executors, administrators, assigns, heirs, and other successors in interest, hereby release and shall release the Township's employees, its agents and designated representatives from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees, agents or representatives arising out of the construction, presence, existence, or maintenance of the BMP(s) and conveyance(s) either by the Owner, Developer or Township. In the event that a claim is asserted or threatened against the Township, its employees, agents or designated representatives, the Township shall notify the Owner and Developer, and the Owner and Developer shall defend, at their own expense, any claim, suit, action or proceeding, or any threatened claim, suit, action or proceeding against the Township, or, at the request of the Township, pay the cost, including attorneys' fees, of defense of the same undertaken on behalf of the Township. If any judgment or claims against the Township's employees, agents or designated representatives shall be allowed, the Owner and/or Developer shall pay all damages, judgments or claims and any costs and expenses incurred by the

Township, including attorneys, regarding said damages, judgments or claims.

11. The Township may enforce this Agreement in accordance with its Stormwater Ordinance, at law or in equity, against the Owner and/or Developer for breach of this Agreement. Remedies may include fines, penalties, damages or such equitable relief as the parties may agree upon or as may be determined by a Court of competent jurisdiction. Recovery by the Township shall include its reasonable attorney's fees and costs incurred in seeking relief under this Agreement.

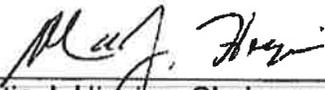
12. Failure or delay in enforcing any provision of this Agreement shall not constitute a waiver by the Township of its rights of enforcement hereunder.

13. The Owner and Developer shall inform future buyers of the Property about the function of, operation, inspection and maintenance requirements of the BMP(s) prior to the purchase of the Property by said future buyer, and upon purchase of the Property the future buyer assumes all responsibilities as Owner and Developer and must comply with all components of this Agreement.

14. This Agreement shall inure to the benefit of and be binding upon, the Township and the Owner and Developer, as well as their heirs, administrators, executors, assigns and successors in interest.

IN WITNESS WHEREOF, PLYMOUTH TOWNSHIP, DRISCOLL TRACT, LLC, and S. J. PAONE DEVELOPMENT, INC., intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

PLYMOUTH TOWNSHIP

By: 
Martin J. Higgins, Chairman

(TOWNSHIP SEAL)

Attest: 
Karen B. Weiss, Manager/Secretary

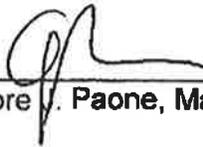
ATTEST:



Secretary

OWNER:

DRISCOLL TRACT, LLC

By: 

Salvatore J. Paone, Manager

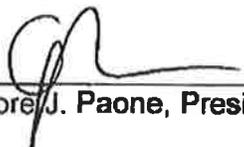
ATTEST:



[SEAL] Secretary

DEVELOPER:

S. J. PAONE DEVELOPMENT, INC.

By: 

Salvatore J. Paone, President

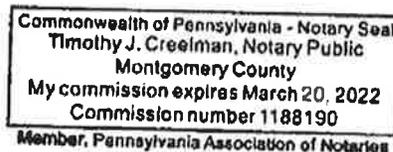
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

On the 15TH day of APRIL, 2019, before me, a Notary Public residing in the Commonwealth of Pennsylvania, personally appeared Martin J. Higgins, who acknowledged himself to be the Council Chairman of Plymouth Township and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Plymouth Township by himself as Council Chairman, and desired the same might be recorded.

Timothy J. Creelman
Notary Public

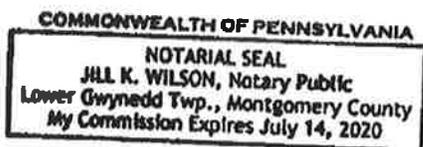


COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF MONTGOMERY :

On the 9th day of April, 2019, before me, a Notary Public residing in the Commonwealth of Pennsylvania, personally appeared Salvatore J. Paone, Manager of DRISCOLL TRACT, LLC, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability corporation by himself as Manager, and desired the same might be recorded.



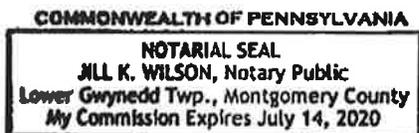
Jill K. Wilson
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF MONTGOMERY :

On the 9th day of April, 2019, before me, a Notary Public residing in the Commonwealth of Pennsylvania, personally appeared Salvatore J. Paone, President of S. J. PAONE DEVELOPMENT, INC., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability corporation by himself as President, and desired the same might be recorded.



Jill K. Wilson
Notary Public

APPENDIX C

Permit No.: PAC480027

Person(s) Responsible for Long-Term Operation and Maintenance of PCSM BMPs:

Statement: The following individual(s) understand and have agreed to the long-term operation and maintenance of the PCSM BMPs as per the long-term operation and maintenance plan.

PCSM BMPs (list one BMP per row)	Latitude and Longitude, of each PCSM BMP	Name of Responsible Party	Address	Phone #
Stormwater Conveyance System, Stormwater Management Basins, Infiltration Basins, Soil Amendment and Restoration, Vegetated Swales, Street Sweeping, Catch Basin Inserts, and any other BMPs listed on PCSM Plan.	As shown on the PCSM Plan prepare by Charles E. Shoemaker, Inc., dated April 29, 2015, and last revised February 12, 2019	Plmouth Valley Estates Community Association		

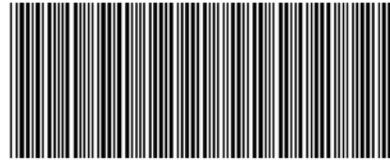




RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6152 PG 02081 to 02084
INSTRUMENT # : 2019062439
RECORDED DATE: 09/10/2019 11:23:00 AM



5676725-0023-

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed Miscellaneous
Document Date: 09/03/2019
Reference Info: 13275-188

Transaction #: 5906114 - 1 Doc(s)
Document Page Count: 3
Operator Id: sford

RETURN TO: (Email)
Judy Moore
375 Morris Rd
P.O. Box 1479
Lansdale, PA 19446

PAID BY:
JUDY MOORE

*** PROPERTY DATA:**
Parcel ID #: 49-00-09319-00-0
Address:
Municipality: Plymouth Township (100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00

FEES / TAXES:
Recording Fee:Deed Miscellaneous \$73.75
eRecording Fee Per Doc \$3.00
Total: \$76.75

DEED BK 6152 PG 02081 to 02084
Recorded Date: 09/10/2019 11:23:00 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-09319-00-0 PLYMOUTH TOWNSHIP

Prepared by:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

DRISCOLL TRACT LLC \$15.00
B *OK PER SEAN* L ***MASTER PARCEL*** U ***NEW PARCEL*** 09/06/2019

Return to:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400; cweiner@hrmml.com

Master Parcel No. 49-00-09319-00-0 (NEW)

**FIRST AMENDMENT TO DECLARATION OF
PLYMOUTH VALLEY ESTATES**

THIS FIRST AMENDMENT TO DECLARATION is made on this 3rd day of September, 2019, by DRISCOLL TRACT, LLC, a Pennsylvania limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant recorded a Declaration dated July 1, 2019 creating the Plymouth Valley Estates Planned Community, such Declaration being recorded on July 10, 20-19 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6143, Page 2925.

B. Declarant desires to clarify Section 6.1.10 relating to accessory structures.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

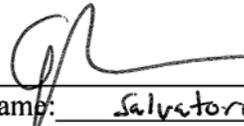
SECTION 1. Section 6.1.10 is hereby amended to read as follows:

6.1.10 Accessory Structures and Uses. No firewood shall be stored in the front yard of any Unit and no above-ground swimming pools, trampolines or tree houses shall be placed in any Unit. Tents, temporary in nature, shall be permitted in rear and side yards only and for not more than fourteen (14) consecutive days. Fences shall be permitted subject to architectural approval in accordance with Section 13.1 below."

SECTION 2. RATIFICATION. Except as amended herein, all other terms and conditions and the Declaration shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has executed this First Amendment to Declaration on the day and year first written above.

DECLARANT:
DRISCOLL TRACT, LLC

By:  _____
Print name: Salvatore D. Paone
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF Montgomery :
 SS

On the 3rd day of September A.D., 2019, before me, the undersigned officer, personally appeared Salvatore J. Paone, who acknowledged himself/herself to be the Manager of DRISCOLL TRACT, LLC, a Pennsylvania limited liability company and that he/she as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as Manager.

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

Jill K. Wilson
 Notary Public

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 JILL K. WILSON, Notary Public
 Lower Gwynedd Twp., Montgomery County
 My Commission Expires July 14, 2020

Prepared by:

Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

Return to:

Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400; cweiner@hrmml.com

Master Parcel No. 49-00-09319-00-0

**SECOND AMENDMENT TO DECLARATION OF
PLYMOUTH VALLEY ESTATES**

THIS SECOND AMENDMENT TO DECLARATION is made on this 20th day of October, 2020, by **DRISCOLL TRACT, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant recorded a Declaration dated July 1, 2019 creating the Plymouth Valley Estates Planned Community, such Declaration being recorded on July 10, 20-19 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6143, Page 2925.

B. Declarant subsequently recorded a First Amendment to Declaration dated September 3, 2020 and recorded on September 10, 2019 in the Office of the Recorder of Deeds of Montgomery County and Deed Book 6152, Page 2081.

C. Declarant desires to clarify certain provisions in the Declaration relating to the Association Common Facilities and Association Common Expenses.

D. Declarant desires to convert portions of Convertible Real Estate to additional Units in the Community in accordance with the provisions of Section 2.2 and Section 14.2 of the Declaration.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

SECTION 1. Section 1.3 E of the Declaration is hereby amended to read as follows:

“ E. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Facilities, including those costs not paid by the Owner responsible for payment; costs of compensation paid by the Association to property managers, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other

services benefiting the Common Facilities; the cost of maintaining street lights, the cost of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Property or the officers and directors of the Association; the costs of bonding of the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Property, for the benefit of all of the Unit Owners."

SECTION 2. Section 3.3 E of the Declaration is hereby amended by deleting subsection E and in its place stating the following:

"E. Street lights within dedicated road rights-of-way."

SECTION 3. Section 9.2 of the Declaration is hereby amended to read as follows:

Section 9.2 Maintenance Obligations of Association. The Association shall maintain or provide for the maintenance of the Common Facilities and Controlled Facilities in good order and repair. The Association will be responsible for mowing lawns, turf application, annual edging and mulching, pruning and replacement of plant material in Common Facilities. The Association will be responsible for maintaining the portions of the Stormwater Management System located within the common open space as a Common Facility. The Association shall further be responsible for maintaining underground stormwater pipes or other components of the Stormwater Management System located within the PECO Easement Area, and located within the area designated by the Stormwater Easement Agreement referenced in Section 4.9 above as well as subsurface stormwater management facilities located within the PennDOT right of way referenced in Section 4.10 above, as Controlled Facilities. The Association shall be responsible for maintenance of emergency access located within the Property as a Common Facility and shall be responsible for maintaining the portion of the emergency access located on adjacent property pursuant to the Emergency Access Agreement referenced in Section 4.8 above as a Controlled Facility. The Association shall be responsible for maintaining the sanitary sewer force main serving Lots 36 through 41 as a Controlled Facility; the cost of any inspection and maintenance shall be assessed against such Lots as a Limited Common Expense in accordance with the provisions of Section 5314(c) of the Act. The Association shall also be responsible for maintaining the perimeter fencing located around the stormwater management basins and shall be responsible for maintenance of, including snow removal from, portions of sidewalks located adjacent to Open Space Area A and Open Space Area B as shown on the Plans. The Association will be responsible for maintenance of street lights. The Association shall also be responsible for maintenance of retaining walls located along the boundaries of or within Lots 28, 29, 30, 31 and 34. The maintenance responsibilities of the Association shall be performed at such times and in such manner as the Executive Board may, in its sole discretion, determine.

A. The maintenance of the Stormwater Management System shall be in accordance with the notes provided on the Post-Construction Stormwater Management Plan, specifically page 35 of the Record Plan, such inspection and maintenance responsibilities to include the following:

1. Visual Inspection – The Association must ensure the visual site inspections are conducted annually, and within 24 hours after each measurable rainfall event. Inspections may be carried out by non-technical staff, however, a professional should be consulted periodically to ensure that the needs of the Stormwater Management System are met. A written report of each inspection shall be kept and include at a minimum:

(a) A summary of site conditions and PCSM BMP, implementation and maintenance and compliance actions; and,

(b) The date, time, name and signature of the person conducting the inspection.

2. Non-Compliance Reporting – Where PCSM or PPC BMPs are found to be inoperative or ineffective during an inspection, or any other time, the Association shall, within 24 hours, contact the Department of Environmental Protection or County Conservation District, by phone or personal contact, followed by submission of a written report within 5 days of the initial contact. Noncompliance reports shall include the following information:

(a) Any condition on the Property which may endanger public health, safety or the environment or involve incident which cause or threaten pollution;

(b) The period of noncompliance, including exact dates and times and/or anticipated time when the activity will return to compliance;

(c) Steps being taken to reduce, eliminate and prevent reoccurrence of the noncompliance; and

(d) The date or schedule of dates, and identifying remedies for correcting noncompliance conditions.

3. Reduction, Loss or Failure of the BMPs – Upon reduction, loss or failure of the BMPs, the Association shall take immediate action to restore the BMPs or provide an alternative method of treatment. Such restored BMPs or alternative treatment shall be at least as effective as the original BMPs.

B. Declarant has entered into an Ownership and Maintenance (“O&M”) Agreement with the Township specifying the obligation of the Declarant, and by assignment the Association, to maintain the Stormwater Management System and Best Management Practices (“BMPs”), including the obligation to regularly inspect all such facilities. Such agreement also reserves for

the Township the right to enter upon the Property for the purpose of maintenance of the Stormwater Management System and Best Management Practices if such facilities are not maintained in a manner acceptable to the Township. In such event, the Association shall be obligated to reimburse the Township for the cost incurred by the Township. A true and correct copy of the Ownership and Maintenance Agreement is attached hereto as Exhibit "F" and made a part hereof. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein. The Association shall be responsible for long-term operation and maintenance of PCSM BMPs and through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management System as stated herein and as acknowledged in Appendix C to the Notice of Termination for National Pollutant Discharge Elimination System Permit for Stormwater Discharges Associated with Construction Activities attached hereto as Exhibit "G" and made a part hereof, or as presented in such format as applicable in accordance with regulations of the Department of Environmental Protection.

C. The Association manager shall maintain a complete copy of the Post Construction Stormwater Management Plan, the Ownership and Maintenance Agreement, all applicable permits, any applicable field changes, BMP inspection records, and this Declaration including all amendments. The Association, through its Board and duly authorized officers, shall execute any documents required by the Township, the Pennsylvania Department of Environmental Protection or any other applicable governmental agency to facilitate transferring from the Declarant to the Association ownership of BMPs and the Stormwater Management System, stormwater discharge permits and the obligation for maintenance of BMPs and the Stormwater Management as stated herein. The specific requirements of the Association to maintain components of the Stormwater Management System are as follows:

BMP #	TYPE OF BMP	SECTION (SEE NITRATE COMPLIANCE TABLE)	SITE LOCATION/ PARCEL NUMBER OF THE BMP	AGENCY RESPONSIBLE FOR THE BMP	RECOMMENDED OPERATION/ MAINTENANCE PROCEDURES FOR EACH BMP
1	Bio-retention basin (Basins 1, 2, 3A-C)	Structural BMP 6.4.5 Nonstructural BMP 5.6.2	Southern corner of upper parcel, lower parcel – east of existing drainage way, lower parcel – west of existing drainage way	Association	Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.

					<p>The basin shall be cleaned of sediment at the completion of site construction activities. Future sediment removal may be required in a 10 to 20 year period. Trash and floating debris shall be removed monthly. A complete annual inspection shall be made for erosion. Displaced rip-rap, bare grass cover, vegetative conditions and embankment stability issues and shall be repaired if noted. During periods of extended drought, the basin may require watering.</p> <p>Mow seeded basin side slopes twice a year. Recommended dates for mowing are early July for the first cutting and a second cutting in March up to April 15th. Mow seeded areas when the ground is dry and cut at height of 6" – 8" during the dormant season.</p> <p>Monitor basin for intrusion by invasive plants such as thistle. Eliminate invasive plants by spot mowing, spot spraying or wick application of an appropriate herbicide or manual or mechanical pulling. A combination of strategies may be the best appropriate. Do not use herbicides within 50 feet of streams.</p>
2	Dry-extended Detention Basin (Basin #30)	Structural BMP 6.4.5 Non-structural BMP 5.6.2	Lower Parcel – East of east of existing drainage way	Association	Basin should be inspected and cleaned at least two times per year and after runoff events. Inspect the basin after runoff events and make sure that runoff drains down within 72 hours. Remove accumulated sediment from basin as required.
3	Lawn areas and proposed landscaping	Structural BMP 6.7.3 Non-structural BMP 5.6.2	Lawns and landscape beds throughout site	Unit Owners	All lawn areas should be mowed and maintained. Areas where lawn is disturbed should be reseeded and mulched immediately to re-establish uniform vegetative cover. All trees shown on the landscape plans should be maintained in good health.
4	Swales	Structural BMP 6.7.3 Structural BMP 6.4.5	Throughout site as shown on plans.	Association	Swales should be inspected for channelization, accelerated erosion and or other failures of permanent stabilization in areas of damage; replace with appropriate liner and stabilize accordingly.
5	Landscape Restoration	Structural BMP 6.7.2	Throughout site as shown on landscape plan.	Association	All trees on the landscape plan should be maintained in good health.

D. In accordance with the provisions of the Operation and Maintenance Agreement referenced in Section 4.6 above, the Association shall submit to the Township on a biannual basis, i.e., every two (2) years, a

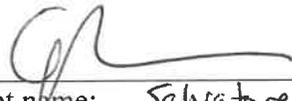
maintenance report confirming its compliance with the maintenance obligations under the O & M Maintenance Agreement. The first such report shall be submitted no later than twelve (12) months after the sanitary sewer facilities become operational.

SECTION 4. Pursuant to Section 5211 of the Act, Declarant hereby converts certain portions of the Convertible Real Estate as identified in the Declaration and on the Declaration Plat as Lots 12 through 16 to Units.

SECTION 5. RATIFICATION. Except as amended herein, all other terms and conditions and the Declaration and First Amendment to Declaration shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has executed this Second Amendment to Declaration on the day and year first written above.

DECLARANT:
DRISCOLL TRACT, LLC

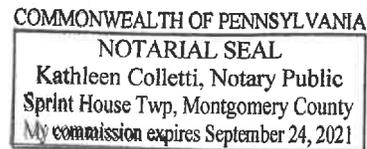
By: 
Print name: Salvatore J. Paone
Title: Manager

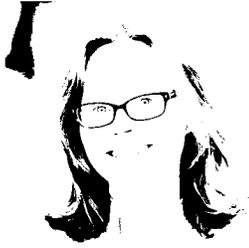
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery :
SS
:

On the 20th day of October, A.D., 2020, before me, the undersigned officer, personally appeared Salvatore J. Gagne, who acknowledged himself/herself to be the manager of DRISCOLL TRACT, LLC, a Pennsylvania limited liability company and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as manager.

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

KATH COLLETTI
Notary Public

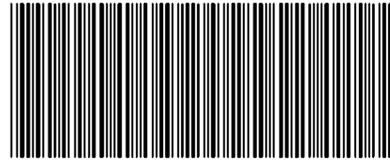




RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6206 PG 00962 to 00967
INSTRUMENT # : 2020113037
RECORDED DATE: 12/17/2020 02:48:16 PM



5866211-0039Y

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed Miscellaneous
Document Date: 12/04/2020
Reference Info:

Transaction #: 6205627 - 1 Doc(s)
Document Page Count: 5
Operator Id: JSorg

RETURN TO: (Simplifile)
Hamburg, Rubin, Mullin, Maxwell & Lupin, PC
375 Morris Rd
Lansdale, PA 19446-5605
(215) 661-0400

PAID BY:
HAMBURG RUBIN MULLIN MAXWELL & LUPIN PC

*** PROPERTY DATA:**

Parcel ID #: 49-00-09319-00-0
Address: SEBASTIAN LN

PLYMOUTH MTG PA
19462
Municipality: Plymouth Township (100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$73.75
Additional Pages Fee \$2.00
Total: \$75.75

DEED BK 6206 PG 00962 to 00967
Recorded Date: 12/17/2020 02:48:16 PM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

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NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by:

Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-09319-00-0 PLYMOUTH TOWNSHIP
SEBASTIAN LN
DRISCOLL TRACT LLC \$15.00
B 036 L U 000 1282 12/17/2020 JG

Return to:

Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400; cweiner@hrmml.com

Master Parcel No. 49-00-09319-00-0

**THIRD AMENDMENT TO DECLARATION OF
PLYMOUTH VALLEY ESTATES**

THIS THIRD AMENDMENT TO DECLARATION is made on this 4th day of December, 2020, by **DRISCOLL TRACT, LLC**, a Pennsylvania limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant recorded a Declaration dated July 1, 2019 creating the Plymouth Valley Estates Planned Community, such Declaration being recorded on July 10, 20-19 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6143, Page 2925.

B. Declarant subsequently recorded a First Amendment to Declaration dated September 3, 2020 and recorded on September 10, 2019 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6152, Page 2081 and a Second Amendment to Declaration dated October 20, 2020 and recorded on November 27, 2020 in the Office of the Recorder of Deeds of Montgomery in Deed Book 6203, Page 321.

C. Declarant desires to convert portions of Convertible Real Estate to additional Units in the Community in accordance with the provisions of Section 2.2 and Section 14.2 of the Declaration and to add certain provisions for easements and maintenance requirements related to such additional Units.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

SECTION 1. Pursuant to Section 5211 of the Act, Declarant hereby converts certain portions of the Convertible Real Estate as identified in the Declaration and on the Declaration Plat as Lots 36 through 41 to Units.

SECTION 2. Section 3.3 of the Declaration is hereby amended to add a new Subsection I which shall read as follows:

“Section 3.3 I. Grinder pumps serving Units 36 through 41 respectively which may be maintained by the Association as provided in Section 9.2 E. below.”

SECTION 3. Article III of the Declaration is hereby amended to add a new Section 3.4 which shall read as follows:

“Section 3.4 Limited Common Facilities. The sanitary sewer force main serving Units 36 through 41 which shall be maintained by the Association, shall comprise a Limited Common Facility.”

SECTION 4. Section 4.4 D. of the Declaration is hereby revised to read as follows:

“Section 4.4 D. An easement in favor of the Declarant, the Association and their respective agents, employees, independent contractors and assigns over the front portion of Units 36 through 41 as shown on the Plan for the purpose of maintaining, repairing, and replacing the sanitary sewer force main and the grinder pump serving each of such Units.”

SECTION 5. Article IV of the Declaration is hereby amended to add a new Section 4.12 which shall read as follows:

“Section 4.12 Driveway Easement. Declarant hereby reserves for the benefit of itself, the Association and the respective Unit Owners of Units 36 through 41 the perpetual, full and uninterrupted right, right of way and authority for vehicular and pedestrian access on, over and through the shared driveway servicing Units 36 through 41. Such right of access shall also be for the benefit of the respective tenants, agents, employees, and invitees of the Unit Owners of Units 36 through 41.

A. No party shall use the shared driveway in any manner injurious or destructive to the rights granted herein, nor shall any party permit the parking of vehicles or storage of goods upon the shared driveway either overnight or in a manner which blocks access to any other Unit, nor shall any party permit the erection of any barrier, fence or other obstruction to the free and unhampered use of the shared driveway. The parties shall exercise their respective rights described and created herein in a manner designed and intended to minimize interference with the use and enjoyment of the respective Units.

B. The respective Unit Owners of Units 36 through 41 shall be equally responsible for the cost of repairs to, removal of snow and ice from, and other maintenance required for the shared driveway (hereinafter referred to as the “Driveway Maintenance”). In the event any Unit Owner shall fail or refuse to contribute to the Driveway Maintenance, the other Unit Owners of Units 36 through 41 may perform the Driveway Maintenance and such Unit Owners shall

be deemed to have advanced funds on behalf of the defaulting Unit Owner and shall be entitled to reimbursement from the defaulting Unit Owner, plus any attorneys' fees and costs expended to collect such advanced funds.

C. In the event the respective Unit Owners of Units 36 through 41 are unable to agree upon the Driveway Maintenance, the following maintenance schedule shall be mandatory and shall be paid for in accordance with the required apportionment of costs as set forth in Subparagraph B above:

(1) Snow shall be removed from the shared driveway in a reasonable manner consistent with similar residential properties in Montgomery County;

(2) Any and all potholes, wheel rutting in excess of three inches (3") and cracks on the shared driveway shall be filled annually; and,

(3) All erosion and washouts of the macadam or subbase or wheel rutting which hinder the reasonable ability to of any Unit Owner to traverse the shared driveway shall be repaired immediately or as soon as practicable.

D. The respective Unit Owners shall obtain and keep enforce comprehensive general liability insurance coverage for any portion of the shared driveway located within the boundaries of their respective Units."

SECTION 6. Section 8.10 of the Declaration is hereby amended to add a new Subsection A which shall read as follows:

"Section 8.10 A. Any expense incurred by the Association in maintaining the sanitary sewer force main, individual grinder pumps or the shared driveway servicing Units 36 through 41 respectively, as provided in Section 9.2 E. below, shall be assessed against the benefitting Unit or Units in equal shares as a Limited Common Expense."

SECTION 7. Section 9.1 of the Declaration is hereby amended to add a new Subparagraph B which shall read as follows:

"Section 9.1 B. The Unit Owners of Units 36 through 41 shall be responsible to maintain the shared driveway servicing the respective Units as provided in Section 4.12 above. Each Unit Owner of Units 36 through 41 shall be responsible to maintain the grinder pump serving each of the respective Units in accordance with the provisions of a certain Sewer Grinder Pump Operations and Maintenance Agreement dated March 22, 2019 by, between and among the Declarant, the Association and the Township, such Operations and Maintenance Agreement being recorded on April 2, 2019 in the Office of the Recorder of Deeds of Montgomery County in Deed Book 6130, Page 2692."

SECTION 8. Section 9.2 of the Declaration is hereby amended to add a new Subsection E which shall read as follows:

“Section 9.2 E. The Association shall be responsible for the maintenance, repair and replacement of the sanitary sewer force main servicing Units 36 through 41 with the cost of any such maintenance, repair, or replacement being assessed against the respective Unit Owners of Units 36 through 41 as a Limited Common Expense as provided in Section 8.10 A above. The Association shall also have the right, but not the obligation, to maintain, repair and replace any sewer grinder pump servicing any of Units 36 through 41 or any portion of the shared driveway servicing Units 36 through 41, if the Executive Board determines, in its sole discretion, that the Unit Owner or Owners responsible for maintaining the sewer grinder pump and/or the shared driveway have failed to undertake such maintenance and such failure to maintain creates a nuisance or hazardous condition adverse to other Unit Owners. In the event the Association undertakes any such maintenance, repair or replacement of any sewer grinder pump or any portion of the shared driveway serving Units 36 through 41 respectively, the cost of any such maintenance, repair or replacement shall be assessed against the benefitting Unit Owner or Unit Owners as a Limited Common Expense in accordance with the provisions of Section 8.10 above.”

SECTION 9. RATIFICATION. Except as amended herein, all other terms and conditions and the Declaration, First Amendment and Second Amendment to Declaration shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has executed this Third Amendment to Declaration on the day and year first written above.

DECLARANT:
DRISCOLL TRACT, LLC

By: 
Print name: Salvatore J. Paone
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF Montgomery :
 SS

On the 4th day of December A.D., 2020, before me, the undersigned officer, personally appeared Salvatore J. Paone, who acknowledged himself/herself to be the Manager of DRISCOLL TRACT, LLC, a Pennsylvania limited liability company and that he/she as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as Manager.

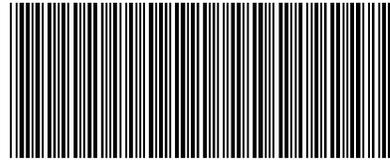
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
 Anna Lee Simpson, Notary Public
 Montgomery County
 My commission expires December 12, 2023
 Commission number 1360942
 Member, Pennsylvania Association of Notaries

Anna Lee Simpson
 Notary Public



DEED BK 6130 PG 02692 to 02710
 INSTRUMENT # : 2019019612
 RECORDED DATE: 04/02/2019 11:35:54 AM



5538405-0020P

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

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Page 1 of 19

Document Type: Deed Miscellaneous
Document Date: 03/22/2019
Reference Info: 13275-188

Transaction #: 5738727 - 1 Doc(s)
Document Page Count: 18
Operator Id: msanabia

RETURN TO: (Email)
 Judy Moore
 375 Morris Rd
 P.O. Box 1479
 Lansdale, PA 19446

PAID BY:
 JUDY MOORE

*** PROPERTY DATA:**

Parcel ID #: 49-00-09319-00-1
 Address: 551 PLYMOUTH RD
 PLYMOUTH MTG PA
 19462
 Municipality: Plymouth Township (100%)
 School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$73.75
 Additional Pages Fee \$28.00
 eRecording Fee Per Doc \$3.00
Total: \$104.75

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 Recorded Date: 04/02/2019 11:35:54 AM

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



Jeanne Sorg
 Recorder of Deeds

Rev1 2016-01-29

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*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by: Michael P. Clarke, Esquire
Rudolph Clarke, LLC
7 Neshaminy Interplex, Suite 200
Trevose, PA 19053
215.633.1890

Return to: Michael P. Clarke, Esquire
Rudolph Clarke, LLC
7 Neshaminy Interplex, Suite 200
Trevose, PA 19053

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-09319-00-1 PLYMOUTH TOWNSHIP
551 PLYMOUTH RD
DRISCOLL TRACT LLC
B 036 L U 003 0319 04/02/2019

TPN: 49-00-09319-00-1

\$15.00
JU

**SEWAGE GRINDER PUMP
OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 22nd day of March, 2019, by and between **DRISCOLL TRACT, LLC** (hereinafter "*Owner*"), owner of real property located at 551 Plymouth Road, Plymouth Township, Montgomery County, Pennsylvania, being Tax Map Parcel Number 49-00-09319-00-1 (hereinafter "*Property*"); **PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION** (hereinafter "*Association*"); and **PLYMOUTH TOWNSHIP**, 700 Belvoir Road, Plymouth Meeting, Montgomery County, Pennsylvania 19462 (hereinafter "*Township*").

WITNESSETH:

WHEREAS, pursuant to the Pennsylvania Sewage Facilities Act (Act 537 of 1996, as amended), Plymouth Township is authorized and required to develop and implement official Sewage Facilities Plans which provide for the resolution of existing sewage disposal problems, future sewage disposal needs from new land development, and future sewage disposal needs of the municipality and from time to time amend its Act

537 Plan governing additions and expansions of the public sanitary sewer system within the Township, as set forth in the Code of the Township of Plymouth (the "*Township Code*"), including Chapter 23 of the Township Code, "Water, Sewage and Sewage Disposal," as amended; Appendix C of the Township Code, "Subdivision and Land Development," as amended; and to regulate the installation, use and maintenance of residential, commercial and industrial sewage grinder pump systems, as set forth in Article VII of Chapter 18 of the Township Code, "Plumbing;" and

WHEREAS, pursuant to Chapter 18 of the Township Code, each property owner (each, a "*Unit Owner*") whose property is served by a sewage grinder pump is responsible for providing, installing, using, operating, maintaining, servicing, repairing and replacing such sewage grinder pump; and

WHEREAS, Owner desires to construct a private sanitary sewer service through a force main (the "*Sanitary Sewer Facilities*," excluding from this definition the grinder pumps and the lateral from the force main to the individual unit to be installed and maintained by each Unit Owner) to service Lots 36 through 41 inclusive as shown on the Plymouth Valley Estates Plan prepared by Charles E. Shoemaker, Inc., dated April 27, 2015, last revised February 12, 2019 (the "*Plan*"); and

WHEREAS, the Sanitary Sewer Facilities will all be constructed within the legal right-of-way of North Gravers Road; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing sanitary sewer conditions, Owner desires to build and maintain, at Owner's sole expense, the Sanitary Sewer Facilities more particularly described and shown on the Plan, sheets 50 and 51, and are hereby incorporated by reference; and

WHEREAS, Owner is responsible for the cost of installation of the Sanitary Sewer Facilities and the ongoing maintenance of said Sanitary Sewer Facilities until such time as the said Sanitary Sewer Facilities are dedicated to the Township and the Association assumes responsibility for ongoing maintenance; and

WHEREAS, Township has reviewed and approved the Plan to construct the aforementioned Sanitary Sewer Facilities, subject in part to the execution of this Agreement; and

WHEREAS, Township desires to ensure that the Sanitary Sewer Facilities are maintained in accordance with its ordinance, regulations and specifications.

NOW, THEREFORE, in consideration of the benefits received and to be received by Owner, and its successors and assigns, including the Association, as a result of the Township's approval of the Plan, Owner and Association hereby covenant and agree with the Township as follows:

1. At its sole expense, Owner and/or Association shall construct and perpetually maintain the Sanitary Sewer Facilities in strict accordance with the Township Code, as amended, the Plan and any subsequent amendments to the Plan, which have been approved by the Township (hereinafter the "*Maintenance Obligations*").

2. Upon satisfactory completion of the Sanitary Sewer Facilities they will be dedicated to Township.

3. All Sanitary Sewer Facility installations shall be inspected and approved by the Township prior to backfilling. Verification of permanently attached phenolic "Maintenance Label" B4 shall occur as a condition of approval. Such label shall state:

“All maintenance costs for grinder pumps and the lateral from the force main to the individual unit are the Unit Owner’s responsibility.”

4. At its sole expense, Owner and/or Association shall make such changes or modifications to the Sanitary Sewer Facilities as the Township may determine to be reasonably necessary to ensure that the Sanitary Sewer Facilities are properly maintained and are operating properly.

5. Owner and/or Association shall maintain a service contract with a qualified contractor (hereinafter the “*Contractor*”) experienced in the maintenance and replacement of all elements of the Sanitary Sewer Facilities.

6. At reasonable times and in a reasonable manner, the Township, its agents, employees and contractors, shall have the right of ingress and egress over the Property and the right to inspect the Sanitary Sewer Facilities in order to ensure that the Sanitary Sewer Facilities are being properly maintained, are continuing to perform in an adequate manner and are in compliance with the Township Code, the Plan and any amendments thereto approved by the Township. Accordingly, Owner and/or Association hereby grant to the Township and its successors and assigns, an easement over the area described in **Exhibit “A”** attached hereto and made part hereof, to enter upon the Property from time to time, without prior notice to Owner and/or Association, its or their successors and assigns, and at such times and by such means as the Township shall reasonably deem necessary, in order to inspect the condition of the Sanitary Sewer Facilities, to maintain, repair, re-construct, and/or replace all or portions of the Sanitary Sewer Facilities and to take all steps as outlined in Paragraph 9 hereof, should Owner and/or Association fail to perform the Maintenance Obligations in any respect, subject to the terms of this

Agreement. Notwithstanding the rights and privileges as aforesaid being conveyed to the Township, the Township shall be under no affirmative obligation to conduct any inspection of the Sanitary Sewer Facilities.

7. Owner and/or Association shall submit to Township on a bi-annual basis, *i.e.*, every two (2) years, a maintenance report (hereinafter the "*Maintenance Report*") prepared by the Contractor and confirming its compliance with the Maintenance Obligations. The first such Maintenance Report shall be submitted no later than twelve (12) months after the Sanitary Sewer Facilities become operational, and subsequent Maintenance Reports shall be submitted by the anniversary date of the submission of the first Maintenance Report.

8. Each Deed conveyed to a third party purchaser for an individual lot serviced by a grinder pump, being Lots 36 through 41 inclusive, shall include a Notice to such purchaser that the purchaser is responsible for maintenance of the grinder pump and the lateral line, from the force main in North Gravers Road to the residence on the said lot. The said Notice shall be acknowledged by the purchaser in writing and shall be duly recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.

9. Should Owner and/or Association fail to properly maintain and/or correct defects or malfunctions to the Sanitary Sewer Facilities which render the Sanitary Sewer Facilities inoperable, contribute to excessive infiltration or inflow, produce sanitary sewer overflows, perform in any way that would be adverse to the public interest or create a health hazard or public nuisance, the Township may give written notice to Owner and/or

Association to take immediate and appropriate corrective action to restore the Sanitary Sewer Facilities to operating condition.

10. Should Owner and/or Association fail to correct any defects or malfunctions in the Sanitary Sewer Facilities within forty-eight (48) hours of the written notice or within such additional time specified in said written notice from the Township that Owner and/or Association has failed to maintain the Sanitary Sewer Facilities in accordance with the approved designed operating condition, the Plan and/or the Township Code, the Township may pursue all remedies available under the law, including, but not limited to, such civil and criminal remedies set forth in the Township Code, repairing and/or maintaining the Sanitary Sewer Facilities, or having the repairs and/or maintenance completed by a qualified licensed contractor. Should the Township undertake such repair and/or maintenance of the Sanitary Sewer Facilities, Owner and Association agree to reimburse the Township for all costs associated with the repair and/or maintenance of the Sanitary Sewer Facilities. In the event of failure to reimburse said costs, Township shall be entitled to pursue any and all legal remedies against Owner and/or Association. In the event of failure of the owner of Lot 36, Lot 37, Lot 38, Lot 39, Lot 40 or Lot 41 to maintain the applicable grinder pump and lateral associated with such owner's Lot, the Township shall be entitled to file a municipal lien against such Lot. Notwithstanding any provision herein to the contrary, if, in the opinion of the Township, corrections of the defects or malfunctions in the Sanitary Sewer Facilities, or in the individual grinder pump or lateral associated with any of the above-referenced Lots, are not capable of being repaired within forty-eight (48) hours of the written notice required herein, provided Owner and/or Association or the Lot owner has taken reasonable steps

to initiate such corrective action, the Township will withhold initiating the remedies set forth herein.

11. Owner, until dedication of the Sanitary Sewer Facilities is accepted by Township, and thereafter Association, shall indemnify, hold harmless and defend the Township from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney's fees, claimed or made against the Township that are alleged or proven to result or arise from Owner's or Association's construction, operation or maintenance of the Sanitary Sewer Facilities. For purposes of this Agreement, it is understood that the Sanitary Sewer Facilities are being constructed within the Township road right-of-way and that what is being dedicated is the actual pipe, not any ground, and that for purposes of this Agreement the phrase Owner and/or Association shall be read so that Owner shall be responsible until such time as Township agrees that the Sanitary Sewer Facilities have been properly constructed and all homes have been connected, at which point Owner will transfer responsibility for compliance with the terms of this Agreement to the Association, which shall thereafter be solely responsible for the maintenance obligations set forth herein.

12. This Agreement and the covenants and agreements contained herein shall run with the title to the land, and whenever Lots 36 through 41 shall be sold, conveyed or otherwise transferred, such transferee ("*Transferee*"), including without limitation any homeowners association, shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon Transferee and Association hereto, its or their successors and assigns, and shall bind, jointly and severally, all present and subsequent owners of Lots 36 through 41 described

herein, provided that Owner's obligations and responsibilities as outlined herein shall apply only until dedication of the Sanitary Sewer Facilities is accepted by Township. Owner and/or Association shall provide a copy of this Agreement to the Transferee.

Owner, until dedication of the Sanitary Sewer Facilities is accepted by Township, and/or Association, are jointly and severally responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the Property or any portion thereof (a "*Transfer*") from Owner to the Association, Owner may be released of all of its obligations and responsibilities under this Agreement accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the Property included in such Transfer, but such release shall be expressly conditioned upon the Association's assuming such obligations and responsibilities by recorded written agreement for the benefit of Township. For purposes of this paragraph, the recording of a declaration establishing the Association pursuant to applicable law shall be sufficient, provided such declaration includes a provision acknowledging the Association's obligations and responsibilities for the benefit of Township.

13. Nothing herein shall be construed to prohibit a transfer by Owner or Association to subsequent Transferees.

14. Nothing contained herein shall be construed to grant any permission or approval to Owner or Association in connection with the construction of the Sanitary

Sewer Facilities. Owner and/or Association, as necessary, agree they will apply for all necessary permits, licenses, and approvals for the construction of the Sanitary Sewer Facilities from the appropriate person, public or private body, and/or department, for any needed authorization including without limitation variances, encroachments, rights of access over adjacent lands, site plan approvals, or any other authorization (collectively "*Approvals*"), and nothing contained herein shall be construed to enlarge, alter or replace the permission, authority, terms or provisions granted by such Approvals.

15. In the event the Township determines that Owner or Association, or any and all persons claiming by, under or through the Owner or Association, has failed to perform, in whole or in part, the Maintenance Obligations in any respect (a "*Default*"), and if, as a result of the Default, the Township elects to perform the Maintenance Obligations or any portion thereof not performed by the Owner or Association, its or their successors, grantees or assigns (the "*Default Obligations*"), the Owner and/or Association and any and all persons claiming by, under or through the Owner and/or Association, shall be liable for and shall reimburse to the Township all expenses (direct or indirect) incurred by the Township in performing such Default Obligations (the "*Maintenance Costs*") within ten (10) calendar days of receipt of an invoice from the Township.

UPON THE FAILURE OF OWNER OR ASSOCIATION OR ANY PERSONS CLAIMING UNDER, BY OR THROUGH OWNER OR ASSOCIATION, TO COMPLY WITH THE TERMS OF THIS AGREEMENT, THE OWNER AND ASSOCIATION HEREBY IRREVOCABLY AUTHORIZE AND EMPOWER THE SOLICITOR OF THE TOWNSHIP, OR ANY OTHER ATTORNEY OR THE PROTHONOTARY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR OWNER OR ASSOCIATION AND ALL PERSONS CLAIMING UNDER, BY OR THROUGH OWNER OR ASSOCIATION, IN ANY SUCH COURT AT ANY TIME THEREAFTER TO WAIVE THE ISSUANCE OF SERVICE OF PROCESS AND TO CONFESS AND ENTER JUDGMENT AGAINST THE OWNER OR ASSOCIATION, AND IN FAVOR OF THE TOWNSHIP FOR THE

FULL AMOUNT OF THE MAINTENANCE COSTS, TOGETHER WITH ALL COSTS, INCLUDING ATTORNEYS' FEES, ENGINEERS' FEES AND COSTS OF SUIT IN AN AMOUNT EQUAL TO FIFTEEN PERCENT (15%) OF ALL AMOUNTS PAYABLE HEREUNDER.

THE OWNER AND ASSOCIATION, FOR THEMSELVES, THEIR SUCCESSORS, GRANTEEES AND ASSIGNS, DO HEREBY WAIVE THE RIGHT OF INQUISITION ON ANY REAL ESTATE AND AUTHORIZE THE PROTHONOTARY TO ENTER THEIR VOLUNTARY CONDEMNATION OF THE SAME AND AUTHORIZE THE SAME TO BE SOLD UPON A WRIT OF EXECUTION. THE OWNER AND ASSOCIATION, FOR THEMSELVES, THEIR SUCCESSORS, GRANTEEES AND ASSIGNS, ALSO WAIVE THE BENEFIT OF ALL LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BECOME IN FORCE, EXEMPTING REAL OR PERSONAL PROPERTY, FROM LEVY AND SALE UPON EXECUTION. THE OWNER AND ASSOCIATION ACKNOWLEDGE THAT THE TOWNSHIP SHALL HAVE THE RIGHT TO ENTER JUDGMENT HEREUNDER IN THE EVENT THAT THE OWNER OR ASSOCIATION DEFAULTS IN THE PERFORMANCE OF THE MAINTENANCE OBLIGATIONS AS SPECIFIED IN THIS AGREEMENT. IN ANY SUCH ACTION, THE FILING OF AN AFFIDAVIT OF DEFAULT EXECUTED BY A PERSON WITH KNOWLEDGE OF THE FACTS SET FORTH THEREIN, TOGETHER WITH A TRUE COPY OF THIS AGREEMENT, AT THE TIME OF THE ENTRY OF JUDGMENT SHALL CONCLUSIVELY ESTABLISH THE TOWNSHIP'S RIGHT TO DO SO.

If for any reason after such action has been commenced the same shall be terminated, the Township shall have the right upon any subsequent default to confess judgment in one or more further actions in the manner and form set forth above for each such subsequent default.

15. a. All rights and remedies available to the Township hereunder or otherwise existing at law or in equity shall be cumulative and concurrent and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as the Township shall deem necessary or desirable. No waiver of any provisions of this Agreement shall be implied by any failure

of the Township to enforce any remedy allowed for the violation of any provision, even if such violation is continued or repeated.

b. In the event the Township shall enter upon the Property to perform the Maintenance Obligations or the Default Obligations of the Owner or its successors, grantees or assigns, such performance by the Township shall not act as a waiver of the continuing and future Maintenance Obligations of the Owner, or its successors, grantees or assigns under this Agreement.

c. If any Maintenance Costs or any other sum due from the Owner, its successors, grantees or assigns, to the Township shall be overdue for more than ten (10) calendar days after notice from the Township, it shall thereafter bear interest at the highest applicable legal rate from the date of the Default until paid.

16. The provisions of this Agreement shall be severable, and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to Owner or Association is held invalid, the remainder of this Agreement shall not be affected thereby.

17. At the expense of Owner and/or Association, this Agreement shall be recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania. Moreover, a reference to this Agreement shall be included in the Record Plan prior to such Record Plan being recorded.

18. In the event that the Township at any time shall determine in its sole discretion that the Sanitary Sewer Facilities are no longer required, then at the request of Owner and/or Association, its or their successors and/or assigns, the Township may execute a release of this Agreement, which Owner and/or Association, or its or their

successors and/or assigns, shall record in the Recorder of Deeds Office, at the expense of Owner and/or Association or its or their successors and/or assigns.

19. This Agreement shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Pennsylvania, and all questions arising with respect thereto shall be determined in accordance with such laws.

20. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Montgomery.

21. This Agreement shall not be modified except by written instrument executed by the Township and the owner(s) of the Property at the time of modification, and no modification shall be effective until recorded in the Recorder of Deeds Office.

22. Any and all Exhibits, whether attached or referenced herein, are hereby incorporated into this Agreement as though set forth fully herein.

23. Notwithstanding the foregoing, the effective date of this Agreement is the date of the earliest notarized signature attached hereto and incorporated by reference herein.

24. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

[signatures appear on following page]

IN WITNESS WHEREOF, Owner, Association and the Township, intending to be legally bound hereby, have executed this Agreement the day and year first above written.

ATTEST:

PLYMOUTH TOWNSHIP

Karen B. Weiss
Karen B. Weiss, Manager/Secretary

By: Martin J. Higgins
Martin J. Higgins,
Plymouth Township Council Chair

DRISCOLL TRACT, LLC

By: Salvatore J. Paone
Salvatore J. Paone, Manager

PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION

By: Salvatore J. Paone
Salvatore J. Paone, President

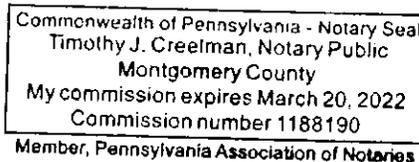
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS

On this, the 27TH day of MARCH, 2019, before me a Notary Public, the undersigned officer, personally appeared Martin J. Higgins, who acknowledged himself to be the Chair of PLYMOUTH TOWNSHIP COUNCIL, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of PLYMOUTH TOWNSHIP by himself as Chair.

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

Timothy J. Creelman
NOTARY PUBLIC

My commission expires:
3/20/2022



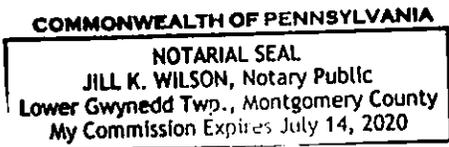
COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF MONTGOMERY : SS

On this, the 22nd day of March, 20 , before me a Notary Public, the undersigned officer, personally appeared Silvatore J. Paone, who acknowledged himself to be the Manager of DRISCOLL TRACT, LLC, and that he as such Manager, being authorized to do so, did execute the foregoing instrument for the purpose therein contained by signing his name.

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

Jill K. Wilson
 NOTARY PUBLIC

My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF MONTGOMERY : SS

On this, the 22nd day of March, 2019, before me a Notary Public, the undersigned officer, personally appeared Salvatore J. Paine, who acknowledged himself to be the President of Plymouth Valley Estates Community ASSOCIATION, and that he as such President, is authorized to executed the foregoing instrument for the purpose therein contained by signing his name.

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

Jill K. Wilson
 NOTARY PUBLIC

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL K. WILSON, Notary Public
 Lower Gwynedd Twp., Montgomery County
 My Commission Expires July 14, 2020

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.

ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

THE DRISCOLL TRACT
NORTH GRAVERS ROAD, JOHNSON ROAD & PLYMOUTH ROAD
PLYMOUTH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

ALL THOSE CERTAIN parcels or tracts of land known as the Driscoll Tract, SITUATE in the Township of Plymouth, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with an Overall Subdivision Plan prepared for Stronghold Properties, Inc., dated April 29, 2015 and last revised July 23, 2018 as prepared by Charles E. Shoemaker, Inc., Engineers and Surveyors of Abington, Pennsylvania as follows:

PARCEL 'A'

BEGINNING at a point formed by the intersection which the surveyed title line of Plymouth Road (SR3007)(70' wide at this point) makes with the surveyed title line of Johnson Road (SR3012)(46.5' wide at this point); THENCE along said surveyed title line of Plymouth Road the three following courses and distances: 1) South fifty-four degrees thirteen minutes six seconds East (S 54° 13' 06" E) four hundred twenty-one and fifty-two one-hundredths feet (421.52'); 2) South fifty-four degrees fifteen minutes thirty-six seconds East (S 54° 15' 36" E) four hundred forty-nine and ninety-nine one-hundredths feet (449.99'); 3) South fifty-four degrees twenty-seven minutes thirty-six seconds East (S 54° 27' 36" E) two hundred sixty-five and thirty-eight one-hundredths feet (265.38') to a point; THENCE crossing Plymouth Road and along lands now or formerly of GPX Plymouth Office Properties, LP, South thirty-seven degrees two minutes thirty-three seconds West (S 37° 02' 33" W) seven hundred eighty-eight and twenty-four one-hundredths feet (788.24') to a point; THENCE continuing along said lands, North fifty-three degrees twenty-seven minutes twenty-seven seconds West (N 53° 27' 27" W) five hundred ninety-four and eight one-hundredths feet (594.08') to a point on line of lands now or formerly of PECO Energy; THENCE along said lands, North one degree thirty-eight minutes twenty-seven seconds West (N 01° 38' 27" W) nine hundred twenty-four and forty-four one-hundredths feet (924.44') to a point on the aforesaid surveyed title line of Johnson Road; THENCE along said surveyed title line of Johnson Road, North seventy-four degrees fifty-five minutes thirty-three seconds East (N 74° 55' 33" E) fifty-seven and forty-four one-hundredths feet (57.44') to the first mentioned point and place of beginning.

BEING PARCEL 'A'.

CONTAINING 702,477 square feet or 16.1267 acres

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
SOUTHEAST CORNER OF EASTON & EDGE HILL ROADS
1007 EDGE HILL ROAD
ABINGTON, PENNSYLVANIA 19001

THE DRISCOLL TRACT
NORTH GRAVERS ROAD, JOHNSON ROAD & PLYMOUTH ROAD
PLYMOUTH TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

PAGE 2

PARCEL 'B'

BEGINNING at a point formed by the intersection which the surveyed title line of Johnson Road (SR3012) (60' wide at this point) makes with the surveyed title line of North Gravers Road (46.5' wide at this point); THENCE along said surveyed title line of Johnson Road the two following courses and distances: 1) North seventy-four degrees fifty-eight minutes ten seconds East (N 74° 58' 10" E) six hundred twenty-three and ninety-six one-hundredths feet (623.96'); 2) North seventy-four degrees fifty-five minutes thirty-three seconds East (N 74° 55' 33" E) nine hundred twenty-eight and fifty-three one-hundredths feet (928.53') to a point on line of lands now or formerly of PECO Energy; THENCE crossing Johnson Road, and along lands now or formerly of PECO Energy, and crossing North Gravers Road, South one degrees thirty-eight minutes twenty-seven seconds East (S 01° 38' 27" E) one thousand five hundred nineteen and nine one-hundredths feet (1,519.09') to a point on the aforesaid surveyed title line of North Gravers Road (46.5' wide at this point); THENCE along said surveyed title line of North Gravers Road the four following courses and distances: 1) North fifty-three degrees forty-one minutes twenty-seven seconds West (N 53° 41' 27" W) seven hundred forty-one and seventy-five one-hundredths feet (741.75'); 2) North fifty-five degrees three minutes seventeen seconds West (N 55° 03' 17" W) two hundred forty-two and thirty-four one-hundredths feet (242.34'); 3) North fifty-three degrees forty-one minutes twenty-seven seconds West (N 53° 41' 27" W) five hundred eighty-one and fifty one-hundredths feet (581.50'); 4) North fifty-five degrees thirteen minutes forty-seven seconds West (N 55° 13' 47" W) three hundred thirty-eight and nine one-hundredths feet (338.09') to the first mentioned point and place of beginning.

BEING PARCEL 'B'.

CONTAINING 1,140,188 square feet or 26.1751 acres

TOGETHER PARCEL 'A' & PARCEL 'B' CONTAINING 1,842,665 square feet or 42.3018 acres.

25620A

Ply.-Sheet 2 of 58

November 7, 2017 Rev: February 7, 2019

PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION
PRO FORMA BUDGET

DRAFT

79 Dwellings

INCOME

Assessments \$ 94,800

TOTAL INCOME \$ 94,800

EXPENSES

Grounds Maintenance \$ 50,800

PCSM Maintenance 10,000

Management Service 9,000

Site Lighting 4,600

Contingency 4,100

Snow Removal 3,600

Insurance 2,000

Legal & Accounting 2,000

Office & Administrative 1,500

Repairs & Maintenance 1,200

TOTAL EXPENSES \$ 88,800

RESERVE 6,000

TOTAL EXPENSES & RESERVE \$ 94,800

The values projected in the Pro Forma Budget are based upon preliminary engineering drawings and architectural information. During construction, it is conceivable that plans could be revised which would affect the budgeted amounts and the semi-annual assessment.

PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION
PRO FORMA BUDGET ANALYSIS
79 Dwellings

DRAFT

INCOME

Assessments: The semi-annual assessment is projected at \$600.

EXPENSES

Grounds Maintenance: The Association is responsible for maintaining the common ground area and detention basins. The banks of the detention basins will be mowed on a regular basis and receive seasonal applications of fertilizer, weed and crabgrass control. The non-wooded sections of the common ground will be mowed two to three times per year. The budget also includes \$4,000 for non-contracted grounds maintenance service. Each homeowner is responsible for all the landscape services on their private lot.

PCSM Maintenance: As per Exhibit "D" of the Association's Declaration and engineering plans, the Association must ensure that the detention basins operate properly and are inspected periodically. The Association is also responsible for the BMP Maintenance Program including maintenance of the downspout and roof leader collection system.

Management Service: The Association will be managed by a professional management company, which will operate under the direction of the Board of Directors and independently from the Declarant. Management includes administrative, financial and common area maintenance oversight.

Site Lighting: Projected at \$380 per month for the 19 streetlights.

Contingency: An amount set aside to be used at the Board's discretion.

Snow Removal: The Association is responsible for snow removal from the common sidewalks between lots #24 to #25, #25 to #36, and #48 to #49 plus the walking path and the emergency access road. The budget is based upon six average snow removal services. Each homeowner is responsible for snow removal from their entry walks, driveway and any sidewalk adjacent to their property. The township is responsible for plowing the roads after dedication.

Insurance: The Association will maintain coverage on the common ground, directors' and officers' liability plus general liability coverage. Each homeowner is responsible for insuring their home, including building and contents coverage plus general liability coverage.

Legal & Accounting: Provides for an accountant to prepare the Association's year-end tax return, plus routine legal activity.

Office & Administrative: Includes the costs of stationery, postage, copying, lockbox fees and miscellaneous Association expenses.

Repairs & Maintenance: Projected at \$100 per month for general repairs that are not included in the grounds maintenance budget.

RESERVE: In accordance with the Reserve Analysis, the total annual contribution to the Reserve fund is \$6,000 or \$38 per dwelling semi-annually.

DRAFT

PLYMOUTH VALLEY ESTATES COMMUNITY ASSOCIATION
FINANCIAL CAPITAL RESERVE ANALYSIS

79 Dwellings

<u>ITEM</u>	<u>SIZE / #</u>	<u>UNIT COST</u>	<u>TOTAL VALUE</u>	<u>LIFE/ YEARS</u>	<u>ANNUAL FUNDING</u>
Common Sidewalks	2,450 sf	\$ 16	\$ 39,200	50	\$ 784
Streetlights	19 #	2,000	38,000	30	1,267
Walking Path	725 sy	16	11,600	30	387
Rail Fence/Wire	2,620 lf	18	47,160	20	2,358
<u>Mailbox Areas</u>					
Boxes	6 #	3,000	18,000	40	450
Concrete	120 sf	16	1,920	40	48
Emergency Access	531 sy	10	<u>5,310</u>	25	<u>212</u>
			<u>SUBTOTALS \$ 161,190</u>		\$ 5,506
				CONTINGENCY FACTOR	<u>498</u>
				TOTAL ANNUAL CONTRIBUTION	<u>\$ 6,004</u>
				SEMI-ANNUAL DWELLING CONTRIBUTION	\$ 38

The values projected in the Pro Forma Budget are based upon preliminary engineering drawings and architectural information. During construction, it is conceivable that plans could be revised which would affect the budgeted amounts and the semi-annual assessment.