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**DECLARATION
OF
PRESERVE AT MAPLE GLEN PLANNED COMMUNITY**

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**DECLARATION
OF
PRESERVE AT MAPLE GLEN PLANNED COMMUNITY**

THIS DECLARATION is made on this 18^m day of November, 2024, by **PAONE BROTHERS HORSHAM, 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 the Township of Horsham, 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 Preserve at Maple Glen 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. "Architectural Committee" shall mean the committee created pursuant to Article IX hereof.

B. "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.

C. "Association" means the Unit Owners' Association of the Community and shall be known as "Preserve at Maple Glen Community Association."

D. "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.

E. "Common Facilities" means all portions of the Property other than the Units, as more specifically set forth in Section 3.2 below.

F. "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 managers, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other services benefiting the Common Facilities; the costs of maintaining street lights, if any; the costs 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; the cost of trash removal; 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 Owners.

G. "Community" means the Preserve at Maple Glen Planned Community to be developed by the Declarant on the Property.

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

I. "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 3.4 below.

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

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

L. "Development Plan" shall mean and refer collectively to all project plans, preliminary plans, site plans, subdivision plats and/or other regulatory plans, as amended, for the Property as may have been or shall be reviewed and approved by the Township, including all amendments, modifications, extensions and supplements thereof as may be made from time to time. Although the Declarant intends to develop the Property substantially in accordance with the Development Plan, the Declarant reserves the right to modify the Development Plan, subject only to the requirements and procedures of the Township.

M. "Development Period" shall mean and refer to that period of time commencing on the date that this Declaration is recorded in the County Recorder of Deeds and continuing for the period of time that the Declarant is engaged in development, construction, marketing, sales, leasing and/or other related activities anywhere upon the Property, and shall include, without limitation, the period of time that the Declarant is entitled to exercise any rights, privileges or

powers granted to Declarant under the Governing Documents. The Development Period shall end on the earlier of (a) the date of cessation of all development, construction, marketing, sales, leasing and other related activities by the Declarant within the Property, (b) the date when all improvements comprising the Project as approved by the Development Plan are substantially complete and all bonds filed by the Declarant and held by the Township or any other governmental agency or authority with respect to the Project have been released, and (c) the date that the Declarant, in its sole discretion, expressly and in writing terminates the Development Period. Notwithstanding the foregoing, the Declarant may, in its sole discretion at any time and from time to time, expressly and in writing, terminate some but less than all of the rights, privileges or powers that may be exercised by the Declarant under this Declaration.

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

O. "Governing Documents" shall mean and refer collectively to this Declaration, the Articles of Incorporation and the Bylaws of the Association, any Supplementary Declaration recorded by the Declarant during the Development Period, and all rules and regulations adopted by the Association, as the same may be amended, supplemented or replaced from time to time.

P. "Limited Common Assessment" shall mean a charge against a particular Unit Owner and Unit directly attributable to the Unit Owner, equal to the cost incurred by the Association for corrective action or the cost of any work performed by the Association for the benefit of the Unit, pursuant to the provisions of this Declaration and pursuant to Section 5314(c) of the Act.

Q. "Limited Common Facilities" means that portion of the Common Facilities allocated for the exclusive use of one or more Units, but less than all Units, as shown on the Plans.

R. "Party Wall" means any wall, the centerline of which is a boundary line between two Units.

S. "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 Unit who shall have provided to the Association a statement of its name, address and the Unit(s) against which it holds a first mortgage lien.

T. "Permitted Mortgagee" means the holder of a Permitted Mortgage which shall have provided to the Association a statement of its name, address and the Unit(s) against which it holds a first mortgage lien.

U. "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.

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

W. "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.

X. "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.

Y. "Township" means Horsham Township, Montgomery County, a municipal corporation of the Commonwealth of Pennsylvania.

Z. "Unit" means an area designated for single and separate ownership with a completed residential dwelling constructed thereon as shown on the Plans.

AA. "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 Initial Community. The initial Community shall consist of Units 1 through 22 and Units 41 through 45 constructed within the real property more fully described in Exhibit "C", specifically the Declarant intends to construct twenty-seven (27) Units in five (5) buildings. The Declarant intends to construct the internal roadways, sidewalks, as well as the stormwater management basins, swales, inlets, underground pipes and other components comprising the Stormwater Management System. Declarant intends to construct water and sewer lines which will be dedicated to the Horsham Water and Sewer Authority.

Section 2.2 Convertible Real Estate. Declarant reserves the right pursuant to Section 5211 of the Act to convert the balance of the Property not included within the initial Community and not identified as Common Facilities or Controlled Facilities on the Declaration Plat for the Property into additional Units. This Declaration ultimately contemplates the creation of fifty-three (53) Units in ten (10) buildings. Convertible Real Estate shall be limited to Units. All roads and the Stormwater Management System must be built.

Section 2.3 Withdrawable Real Estate. Declarant reserves the right pursuant to Section 5206 of the Act to withdraw any portion of the Community designated as Convertible Real Estate, such portion to be also designated as Withdrawable Real Estate.

ARTICLE III DESCRIPTION OF UNITS AND COMMON FACILITIES

Section 3.1 Unit Boundaries. The Units are located as situated on the Record Plan prepared by Woodrow & Associates, Inc. dated July 10, 2023, last revised September 18, 2024, as recorded in the Office of Recorder of Deeds of Montgomery County (the “Record Plan”) and as more particularly described as follows:

3.1.1 Horizontal Boundaries: The horizontal boundaries of the Units are as follows:

- A. Upper Boundary: The horizontal plane of the exterior surface of the roof.
- B. Lower Boundary: The horizontal plane of the ground surface of the foundation floor.

3.1.2 Vertical Boundaries: The vertical boundaries of the Unit are as follows: the vertical planes extended to the intersection with each other, and with the Upper and Lower Horizontal Boundaries described below, of the exterior surface of exterior walls, including siding and other finishing materials which are attached, and of the centerline of Party Walls which separate the Unit from any other Unit. The Unit shall include windows and doors and their respective frames.

a. If any mechanical or structural component, including without limitation air conditioner or heat pump compressors, chutes, flues, gas lines, meters and appurtenances, ducts including without limitation exhaust and dryer vents, wires, conduits, pipes, bearing walls, bearing columns, fixtures or hardware 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.

b. Any portion of the front porch and a patio or deck structure located above the surface of the ground which may be attached to the rear of a Unit shall be deemed part of the Unit to which it is adjacent, with such patio or deck being located within the Limited Common Facilities appurtenant to the Unit pursuant to Section 3.3 below.

Section 3.2 Common Facilities. Common Facilities shall be comprised of the internal roadways, sidewalks, common parking areas, walking trail and bridge, fences, landscaping walls, street lights, community mail stations, entrance signage (if any), open space areas and the Storm Water Management System.

Section 3.3 Limited Common Facilities. Limited Common Facilities shall consist of a portion of the Common Facilities located immediately to the front of each Unit, bounded by the front exterior of the Unit and the side boundaries of each Unit extended to the common sidewalk or curbing of the roadway. This area shall include the driveway adjacent to each Unit, walkways leading from the common sidewalk to the front entrance of each Unit and the lawn and landscaped area. The Limited Common Facilities shall also include a portion of Common Facilities within fifteen feet (15’) to the rear of each Unit as specifically designated on the Plans, such distance to be measured from the main rear wall shared in common with adjoining Unit.

Such area shall include any patio or deck structures which are part of the Unit as described in Section 3.1 b. above as well as privacy fencing, enclosed rooms and covered or screened porches located within such designated Limited Common Facilities Area. Such area shall be referred to herein as the "Exclusive Use Area."

A. Units on the end of a building which share only one (1) Party Wall with an adjoining Unit, shall have the use and enjoyment of such portion of the Common Facilities extending from the side exterior wall of such end Unit to the least of the following distances:

(1) One-half (1/2) the distance between such side exterior wall of the end Unit and the side exterior wall of the end Unit of the nearest building; or,

(3) Ten feet (10') from the exterior wall of the end Unit.

Such area shall be included in the Exclusive Use Area for that Unit.

Section 3.4 **Controlled Facilities.** Controlled Facilities shall consist of the following:

3.4.1 Portions of sidewalk, stormwater facilities and signage located within the right of way of Norristown Road as well as within the adjoining property identified on the Plan as Tax Parcel No. 36-00-09089-00-1 (the "Gowder Property").

3.4.2 The emergency access extending from Denali Drive to Norristown Road as shown on the Plans.

3.4.3 The offsite trail connection extending from the Property through adjoining property identified as Tax Parcel 36-00-06511-00-5 as shown on the Plans; and,

3.4.4 Portions of Units which are maintained by the Association pursuant to the provisions of Section 10.2 below.

ARTICLE IV EASEMENTS

Section 4.1 **Unit Owners' Easements of Enjoyment.** Every Unit Owner shall have a nonexclusive right in and to Common 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.

B. The right of the Association, with a vote or written assent of eighty percent (80%) of Members, subject to the provisions of Article XII 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 and Limited Common Facilities to the such Unit Owner's family, tenants, or contract purchasers who reside in the Unit, subject to reasonable regulation by the Board.

Section 4.3 Title to Common Facilities; Rights of Use. The Declarant shall convey legal title to the Common Facilities to the Association, but it may retain legal title to all or any portion of the Property intended to comprise the Common Facilities until such time as it has completed construction of the improvements thereon, subject to the requirements of applicable governmental agencies or authorities; provided, however, that notwithstanding any other provision hereof, the Declarant hereby covenants for itself, and its successors and assigns, that it shall convey all of its right, title and interest in all of the property intended to comprise the Common Facilities to the Association, free and clear of all liens, but subject to all previous restrictions of record and this Declaration, promptly upon completion of all such improvements. The Property is hereby subject to a non-exclusive, perpetual easement and rite of passage, for the benefit of the Members of the Association, for ordinary and reasonable vehicular and pedestrian ingress and egress over, across and through any street, roadway, sidewalk, trail, walkway or other improvement (and any replacement thereof) now or hereafter constructed within the Property by or at the direction of the Declarant that may reasonably be deemed to have been constructed or intended for vehicular or pedestrian use, regardless of whether such improvements have been conveyed to the Association as part of the Common Facilities.

Section 4.4 Utility Easements. The Units, Common Facilities and Limited Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies, the Township, and other 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, sewer and drain lines, stormwater inlets, pipes and other drainage facilities, 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. 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 first conveyance of the Unit or so as not to materially interfere with the use or occupancy of the Unit by its occupants. Declarant and its respective successors or assigns, may grant 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. Gas meters will be located and protected at the discretion of the installing utility company.

Section 4.5 Development Easement. Declarant hereby reserves in favor of itself, the Association and their respective successors, assigns, employees and independent contractors:

A. An easement for access to the Units, Common Facilities and Limited Common Facilities for an inspection of the Units, Common Facilities and Limited Common Facilities in order to verify the performance of Unit Owners of all items of maintenance and repair for which they are responsible; inspection, maintenance, repair and replacement of the Common Facilities and Limited Common Facilities situated in or accessible from such Units, Common Facilities or Limited Common Facilities; and correction of emergency conditions in one or more Units, Common Facilities or Limited Common Facilities, or casualties to the Common Facilities, Limited Common Facilities and/or the Units.

B. An easement for access, ingress and egress over the Common Facilities in favor of the Declarant and its respective successors and assigns for the purpose of connecting to existing storm and sanitary sewer lines, water lines, gas lines and other utilities and for the purpose of installation, replacement, relocation and maintenance of such utility lines 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 created in the Convertible Real Estate pursuant to the provisions of Section 14.2 of this Declaration.

Section 4.6 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 Owner, the Association and their respective agents and contractors:

A. An easement for lateral and surface supports, in, through, over, under and alongside each adjoining Unit;

B. An easement in favor of the Association and its agents, employees and independent contractors for access to the Units for inspection, maintenance, repair and replacement of the Common Facilities and Limited Common Facilities situated in or accessible from such Units; and correction of emergency conditions in one or more Units, or casualties to the Common Facilities and/or the Limited Common Facilities.

C. An easement in favor of the Units benefited thereby for the encroachment of any lighting devices, outlets, ventilation ducts, and similar features as serve only one Unit but that encroach onto any part of the Common Facilities on the effective date of this Declaration.

D. In the event that the construction, reconstruction, repair, replacement, shifting, settling or movement of all or any portion of a Unit, Common Facilities or Limited Common Facilities results in any encroachment by such Unit, Common Facilities or Limited Common Facilities on any other Unit, Common Facilities or Limited Common Facilities, Declarant reserves an easement for such encroachment and its maintenance (i) in favor of such encroaching Unit over such Common Facilities or Limited Common Facilities; (ii) in favor of such encroaching Common Facilities over such Unit or Limited Common Facilities; and (iii) in favor of such encroaching Limited Common Facilities over such Unit or Common Facilities.

E. An easement on, over, under and through each Unit for the installation, maintenance, repair and replacement of utility lines serving adjoining Units, such easement to

include the right of access through such portions of each Unit as may be necessary for the purpose of such installation, maintenance, repair and replacement provided, however, that 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 in the same location as the facilities or similar facilities existed at the time of first conveyance of the Unit, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

F. An easement on, over and through such portions of Units as necessary for the construction, installation, maintenance, repair, or replacement of Controlled Facilities as designated in Section 3.4 above.

Section 4.7 Drainage Easements. Declarant reserves for itself, the Association and their respective successors and assigns, a nonexclusive 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. 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 shall restore the affected property as closely to its original condition as practicable.

Section 4.8 Township Easement.

A. The Declarant hereby grants to the Township, its successors and assigns, an access easement and the full uninterrupted authority, right, right of way and privilege to enter upon any portion of the Property for the purpose of inspection of the surface and subsurface stormwater drainage facilities and BMPs on the Property, including but not limited to, the underground stormwater pipes, vegetated swales, infiltration basins and related stormwater facilities as shown on the Plan. In the event the Association fails to maintain any portion of the Stormwater Management System, the Township shall have the right, but not the obligation, to undertake such inspection, maintenance and repair. In the event the Township undertakes any such inspection, maintenance or repair, the Township shall be entitled to assess, at its option, the Association or any and all individual Units for the cost of such maintenance and may file liens for such costs, including but not limited to, attorneys' fees.

B. Declarant reserves for itself and the Township, and their respective successors and assigns, the right to enter upon each Unit from time to time and until the expiration of the statutory maintenance period following the dedication of public improvements to the Township in accordance with Section 509 of the Municipalities Planning Code, whether prior to or after conveyance of the Unit to a purchaser, for purposes of completion, modification and/or repair of any required improvements on such Lot, as shown on the approved final plan including, but not limited to, landscaping, grading, stormwater management, sanitary sewer and other facilities and improvements, as deemed necessary by the Declarant and/or the Township engineer.

C. Declarant hereby reserves upon, over and through the Property, including, but not limited to, internal roadways and the emergency access, a perpetual easement for the local police and firefighting organizations, emergency services personnel and any other government agency

or instrumentality which provides emergency services to the community for the public health, safety and welfare.

Section 4.9 Emergency Access Easement. Declarant has entered into an easement agreement through the Gowder Property from the Property to Norristown Road for the benefit of the Association and the Township for police, ambulance, fire and rescue companies providing emergency services during the event of an emergency. The easement shall consist of a 20-foot wide strip of land as shown on the Plans. The Association shall be responsible for maintaining the emergency access as further provided in Section 10.2 below. The Emergency Access Easement Agreement is dated April 23, 2024 and recorded on June 26, 2024 in Deed Book 6367, Page 1219.

Section 4.10 Co-Applicant Agreement for Highway Occupancy Permit. Declarant has entered into a certain co-applicant agreement for a highway occupancy permit for closed surface stormwater facilities, such Co-Applicant Agreement being dated March 15, 2024 and recorded in the Office of the Recorder of Deeds of Montgomery County on April 15, 2024 in Deed Book 6359, Page 1786. The Declarant intends to assign its obligations pursuant to the co-applicant agreement to the Association with respect to maintenance of stormwater facilities as further provided in Section 10.2 below.

Section 4.11 Trail and Water Main Agreement. Declarant has or intends to enter into a trail and water main easement agreement with the owner of adjoining property identified as Tax Parcel No. 36-00-06511-00-5 for the purpose of installing, maintaining, repairing, and replacing a walking trail and a water main extending from the Property to Welsh Road as shown on the Plans. The water main will be dedicated to the Horsham Sewer and Water Authority and the trail will be maintained by the Association in accordance with the provisions of Section 10.2 below.

Section 4.12 Conservation Easement. The Declarant has entered into a certain Conservation Easement-Water Course with the Township dated September 21, 2024. Such Declaration will be recorded in the Recorder of Deeds of Montgomery County. The Declaration establishes a conservation easement as shown on the Plans and establishes a restrictive covenant that there shall be no development or disturbance of the Conservation Area, except to remove and replace diseased, dead or dangerous trees and/or vegetation and to maintain the pedestrian trail, waterline and sanitary sewer line. No dumping, depositing, release of any trash, waste or debris is permitted in the Conservation Area and no cutting or removal of vegetation or trees is permitted other than understory vegetation that are noxious weeds. The Conservation Area is to be kept in a natural condition at all times and shall not be used for the storage of personal property.

Section 4.13 Binding Effect. All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units, Common Facilities and Limited Common 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, the Association and their respective successors and assigns, and any Unit Owner, purchaser, Permitted Mortgagee, lessee or other person having an interest in the land or any Units, Common 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. 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.

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, the selling Unit Owner shall remain liable for all charges and Assessments attributable to the 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 in such Unit Owner's name 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 the 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 (other than those owned by the Declarant) shall be subject to the following restrictions:

6.1.1 Single Family Residence. Subject to Section 6.1.2 of this Article 6, 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 or its respective 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 6.1.10 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 provided, however, that the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the dwelling, the business activity does not involve persons coming to the Unit who do not reside within the Community and the business activity is consistent with the residential character of the Community. This provision shall not apply to the construction,

operation and maintenance of any model home or homes and sales offices during reasonable hours.

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 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, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky 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 Architectural Committee. No materials shall be stored within any Unit contrary to federal, state or local laws or regulations or which shall cause any adverse impact on the safety of adjoining Units.

A. Exterior speakers may be permitted on decks and patios subject to Association Rules and Regulations limiting hours of operation and volume to avoid unreasonable disturbance to other Unit Owners.

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

A. After such time as all Units have been conveyed to Unit Owners, Unit Owners shall be permitted to display one (1) sign containing not more than four (4) square feet which advertises the sale of the Unit.

B. The Declarant reserves the right for itself (including the Declarant's officers, employees, agents, contractors and subcontractors) with respect to the marketing of Units to use the Common Facilities for the prospective sale or rental of Units and for the installation of signs relating to the marketing of Units.

6.1.4 Parking and Vehicular Restrictions. Unit Owners shall park vehicles either in the garage or on the driveway located within and adjacent to the Unit. Parking shall be permitted on one side of the common roadways as designated by the Association. 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), 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; provided, however, that recreational vehicles and boats may be parked in driveways for a period not to exceed 72 hours for the purpose of cleaning, loading or unloading. 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 motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Unit or upon the Common Facilities except in a garage. No inoperable and/or unregistered vehicle shall be stored on the Community except in a garage.

A. No garage located on a Unit shall be utilized for other than the purpose of parking and storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. No garage located on any Unit may be converted into or used for living space, storage or any other use that precludes the use of such garage for its intended purpose as provided for in this Section 6.1.4.

6.1.5 Animal Restriction. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit except that the keeping of service animals and ordinary domestic pets, such as dogs, cats or caged birds, is permitted in reasonable quantities. As used in this Declaration, "reasonable quantities" shall ordinarily mean no more than two (2) dogs or three (3) cats or any other domestic animal of similar or larger size, for a total of no more than three (3) such pets per household, provided, however, that the Executive Board may determine for any particular species of pet that a reasonable number in any such instance may be more or less. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound, cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Executive Board. Pets shall not be permitted on the Common Facilities unless accompanied by someone who can control the pet and unless carried or leashed. Any Unit Owner or occupant of a Unit who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets must be inoculated as required by law.

6.1.6 Outdoor Activities. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Common Facilities, and no odor shall be permitted to arise therefrom so as to render the Community or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trash cans and any other refuse container must be removed after pick-up, the day of said pick-up, and shall be stored in the Unit's garage or in an enclosed area out of the view of the street or neighbors. No refuse or any personal effects are to be stored on the side of the house facing the street, or in the front yard unless in an enclosed area out of view of the street or neighbors. No outside storage of lumber, metals or bulk materials of any kind, except building materials stored during the course of construction of any approved structure shall be permitted. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Unit, except that an outdoor fireplace or

permanent outdoor fire pit may be approved by written approval by the Architectural Committee or Executive Board.

6.1.7 Accessory Structures. No above-ground pools shall be permitted except that small portable “kiddie” pools shall be permitted to the rear of a dwelling as long as said pool is not in place for more than 72 consecutive hours. Hot tubs and spas shall be permitted provided that they are either in-ground or, if above ground, incorporated into a deck. All hot tubs and spas must be screened with a privacy fence not exceeding four feet (4’) in height or such other adequate screening as approved by the Declarant or the Association. Stationary or installed play apparatus may be located to the rear of a dwelling subject to approval by the Architectural Committee or Executive Board. Temporary play equipment shall be stored within the dwelling when not in use after 72 hours. No permanent or installed basketball hoop, clotheslines, sheds, or trampolines. The location, color, nature, size, design and construction of outdoor lights shall be approved in writing by the Architectural Review Committee. The Declarant shall be exempt from the provisions of this Section 6.1.17 for any activity related to the initial construction of improvements on the Common Facilities and Units.

6.1.8 Declarant Exemption. Declarant or its respective 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 or its respective 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 deemed advisable in the course of development;

B. Prevent Declarant or its respective 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 or its respective 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 or its respective 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 XV below.

6.1.9 Sales Models. Declarant, reserves for itself and its respective successors or assigns, the right pursuant to Section 5217 of the Act to maintain offices and models in the Community in connection with the management of, sale or rental of Units owned by the Declarant in the Community. 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 or in Units which have been sold and leased back from a third-party purchaser. Declarant shall maintain no more than six (6) such offices or models which shall either be two-story units as constructed by Declarant or one-story trailers. Unsold Units shall not be deemed models unless specifically designated as models by the Declarant.

6.1.10 Outside Installations. No exterior lighting may be installed without prior approval of the Architectural Committee. Any exterior lighting, as approved, must be shielded to prevent glare or annoying emission of light which unreasonably affects any other Unit. No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee. The foregoing provisions relating to exterior lighting, solar panels, awnings and window guards shall not be applicable with respect to the initial construction of a dwelling on a Unit. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Executive Board. No exterior radio antenna, television antenna, satellite dishes or other signal receptors of any type shall be erected or maintained in the Property without review and approval by the Architectural Committee as to location and appearance. 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 antenna or satellite dish shall be permitted per Unit.
2. No satellite dish may be greater than thirty-nine inches (39") in diameter.
3. No satellite dish shall be installed on the roof or the front of a Unit.
4. 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.

5. Any external installation shall be colored to match the surrounding or background structure.

6. 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.

6.1.11 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.

6.1.12 Drainage. There shall be no interference by any Unit Owner or by the Association with the established drainage pattern over any Units within the Property which would interfere with the preservation of the Stormwater Management System installed anywhere on 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 referenced in Section 3.1 above. Sump pumps shall not discharge onto driveways, sidewalks or streets.

A. All drainage easements as shown on the Record Plan shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the approved development plans for the Community. All such easements shall be kept free of all obstructions, including, but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass).

6.1.13 Draperies, Curtains, Venetian Blinds or Other Window Treatments. All draperies, curtains, venetian blinds or other window treatments must be off white, white or natural wood color in color on the exterior side.

6.1.14 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.

6.1.15 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 and shall provide the terms of the Lease, 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 that 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 shall have the right to enforce them. A copy of any signed Lease shall be furnished to the Executive Board within ten (10) days after request by the Executive Board. A Unit Owner shall not engage in the leasing of the 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 Preserve at Maple Glen 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 he shall not sublet or assign this Lease except with the approval and consent of the Lessor."

Nothing in this Section 6.1.15 shall be deemed to prohibit the sale and leaseback of a Unit; the leaseback of a Unit shall not be subject to the term limitations stated above.

6.1.16 Decks. It shall be the responsibility of the Unit Owner, on at least a bi-annual basis, to have the deck inspected, and, if necessary, repaired by a qualified individual of Unit Owner's choice and at Unit Owner's expense in order to maintain its safe use. Each Unit Owner shall have the responsibility to use reasonable judgment not to exceed safe weight limits being placed upon the deck. Compliance with all municipal and building permit requirements shall be the responsibility of the Unit Owner. Upon request by the Association, Unit Owner shall deliver a copy of the inspection report.

6.1.17 Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases, or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous waste anywhere on the Property and no discharges of liquid, solid waste or other harmful matter, if such an emission production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste or any substantive materials of any kind shall be discharged into the Stormwater Management System serving the Property.

6.1.18 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 the 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. 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 professionals (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 persons.

(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.

(d) To enter into agreements with adjacent associations and property owners regarding the use of recreational and other facilities that benefit the 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 therefore, 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 Permitted 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 Controlled Facilities including but not limited to community mail stations, Stormwater Management System and entrance signage.

Section 8.3 Damage to Common Facilities by Unit Owners. Any maintenance, repairs or replacements within the Common Facilities or Limited Common Facilities arising out of or caused by the willful or negligent act or omission of the Unit Owner, such Unit Owner's family, tenants, guests or invitees shall be done at said Unit Owner's expense or a Special Assessment therefore shall be made against the Unit. In the event the damage is covered by insurance maintained by the Association, the Unit Owner shall be responsible for any deductible.

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, 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 8.

Section 8.5 Monthly Payments. 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 month being prorated as of the date of settlement. The Association shall be entitled to collect in advance one (1) month's Assessment at settlement. Successive payments shall be made on the first day of each month after 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 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 monthly payments as a part of Common Expenses.

Section 8.8 Special Assessments. If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's Assessments, or any nonrecurring 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 periodic 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 therefore, 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 Declarant control of the Executive Board terminates pursuant to Section 15.1 below, Declarant shall pay any shortfall between the actual expenses of the Association and the Assessments collected from Unit Owners other than the Declarant.

Section 8.11 Initiation Fee. Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit, pay to the Association the sum of One Thousand Five Hundred Dollars (\$1,500) as an Association initiation fee. The sum shall be applied to the operation of the Association in such manner as shall be determined in the sole discretion of the Association.

Section 8.12 Capital Contribution. Upon any resale of the Unit and purchase by a subsequent Unit Owner, the purchasing Unit Owner, after the initial conveyance of a Unit, shall pay the Association a capital improvement fee as then established by the Association. The capital improvement fees collected by the Association shall be maintained in separate capital account. 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 8.13 Nonpayment of Assessments. Any installment of an Assessment, a Special Assessment or Limited Common Assessment not paid when due shall be subject to late fees and payment of interest as determined by the Executive Board. If a Unit Owner is in default of a

monthly 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 monthly payments of Assessments, Special Assessments or Limited Common Assessment due for the following twelve (12) months.

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 exercised any time and from time to time, cumulatively or otherwise.

Section 8.16 Utility Charges. All utilities provided to the Property 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.

Section 8.17 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.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 9.1 Members of the Committee. The Executive Board shall have the right to appoint and remove all members of the Architectural Committee or to make the determination that the Executive Board will perform the function of the Architectural Committee.

Section 9.2 Review of Proposed Construction. Subject to Section 6.1.9 of this Declaration exempting the Declarant from restrictions related to construction of Common Facilities and Units and subject to all applicable municipal zoning ordinances, no addition, change or alteration to the exterior of any Unit, including change in color, shall be made until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved by said Committee and submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Architectural Committee. The Unit Owner shall obtain approval by the Committee prior to filing an application with the municipality for a building permit. The Committee 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 be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee 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 Committee 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 Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Committee 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 and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. Thereafter, the Committee shall communicate its response to the submitting Unit Owner within forty-five (45) days after such receipt. Lack of a timely response shall be deemed an approval of the request as made.

Section 9.3 Approved Materials. The Committee shall maintain a list of approved exterior materials and shall be published as part of the Rules and Regulations of the Association. The Committee may add additional exterior improvements or materials.

Section 9.4 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who shall be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.9 hereof. In the absence of such designation, the vote of a simple majority of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 9.5 No Waiver of Future Approvals. The approval of the Committee 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 Committee, 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 9.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 9.7 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 IX, the Unit Owner shall give written notice of completion to the Committee. Such written notice shall be sent to the Committee or the Executive Board, as may be applicable by certified mail – return receipt requested.

B. Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such work. If the Committee 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 thirty-day period, specifying the particulars of noncompliance, and shall require 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, the Committee shall notify the Executive Board in writing of such failure. Upon notice and hearing, the Executive Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost 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 fifteen (15) 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 Committee fails to notify the Unit Owner of any noncompliance within thirty (30) 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 9.8 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative 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 Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or any such member or representative. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or

addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 9.9 Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration 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 Committee, 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 or any Supplemental 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 or of any Supplemental 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 premises, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

Section 9.10 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 and the Architectural Committee 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 Unit upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner of the Unit 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 Architectural Committee, to the end and effect that the Executive Board and the Architectural Committee shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

Section 9.11 Declarant Exemption. The Declarant shall be exempt from the provisions of this Article IX with respect to the initial construction of a dwelling on a Unit.

ARTICLE X MAINTENANCE AND REPAIR OBLIGATIONS

Section 10.1 Maintenance Obligations of Unit Owners. It shall be the duty of each Unit Owner, at such Unit Owner's sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval and subject to the lawn and landscaping maintenance requirements of the Association as set forth in Section 10.2 below, to maintain and repair the Unit in a neat, safe, sanitary and attractive condition. Each Unit Owner shall also be responsible for maintaining, with like colors and materials, the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, stain, windows, decks, gutters and downspouts, roofs, patios, and privacy fencing. Each Unit Owner shall be responsible to properly water the lawn area, whether conventionally seeded or sodded, and all landscaping located within the Exclusive Use Area of the Limited Common Facilities of each Unit with sufficient quantities of water and adequate frequency to maintain the lawn areas and landscaping in good condition. This requirement shall be particularly applicable after the initial planting/sodding of lawns and landscaping and in periods of insufficient rainfall. Unit Owners shall also be responsible for maintaining foundation landscaping, which includes mulching, trimming and weeding. Each Unit Owner shall be responsible for maintenance, repair and replacement of, including snow removal and ice mitigation from, driveways, sidewalks between driveways and aprons as well as service walks from individual driveways to the front door of each Unit.

A. The cost of reasonable repair and replacement of a Party Wall shall be shared by the Unit Owners on either side of the Party Wall equally. If a Party Wall is damaged or destroyed by fire or other casualty, any Unit Owner whose Unit abuts the Party Wall may restore it and look to contribution from the other Unit Owner. Nothing in this Section shall be deemed to prejudice, however, the right of the restoring Unit Owner to a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. Any Unit Owner who through negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 10.2 Maintenance Obligations of Association. The Association shall maintain the Common Facilities and Limited Common Facilities, which shall include but not be limited to, repair and replacement of the internal roadways, adjoining common sidewalks, off-road parking areas, emergency access, landscaping walls, entrance signage, community mail stations, open space areas (which primarily includes the pedestrian trail) and the Stormwater Management System. The Association shall be responsible for snow removal from the internal roadways, adjoining common sidewalks, off road parking areas, pedestrian trail and emergency access. To the extent feasible, snow shall be deposited by the Association in snow removal areas located at the end of Denali Drive, Carlsbad Court and Emory Court as shown on the Plans. The Association shall also be responsible for maintenance of stormwater facilities as well as maintenance of and snow removal from sidewalks within the right of way of Norristown Road and the Adjoining Property as Controlled Facilities as specified in Section 3.4 above. The

Association shall also be responsible for all necessary landscaping and gardening, including mowing, lawn fertilization, weeding and annual mulching to properly maintain and replace when necessary the lawn, trees, plants, grass, shrubs, and vegetation in the Common Facilities except for landscaping maintenance obligations of the Unit Owner as set forth in Section 10.1. The Association shall provide for Community-wide trash collection and shall provide and maintain community mail stations, as well as the fencing around the stormwater management basins. The Association shall also be responsible for periodic replacement of roofs on the exterior of the Units, as well as periodic repainting and staining of exterior trim as Controlled Facilities. In the event any Unit Owner fails to maintain the exterior of a Unit or fails to maintain the Limited Common Facilities associated with such Unit, the Association may, but shall not be obligated to, undertake the maintenance of the exterior and/or Limited Common Facilities and may charge the Unit Owner for the cost of such maintenance as a Limited Common Expense, such charge to include a fifteen (15%) percent administrative fee. 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. Declarant has entered into an Operation 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 Operation and Maintenance Agreement is attached hereto as Exhibit “D” 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.

B. The BMPs comprising the Stormwater Management System shall be maintained in accordance with the long term operation and maintenance schedule and the requirements of the NPDES Permit. In addition, the Stormwater Management System maintenance shall be subject to the following requirements:

(1) General – All BMPs such as the basin and conveyance system require yearly inspection and maintenance to ensure the BMPs are functioning as designed. Maintenance of the system will include the removal of any debris and flushing of the system. An

inspection report should be provided by a credible engineering firm under the direction of a licensed engineer. The Association shall assume all responsibility for the costs associated with the inspection, cleaning of the system, engineering fees and ultimately any costs associated with recommended repairs and/or replacement of said facilities. Copies of the inspection report shall be forwarded to the applicable municipality for review and recordkeeping with state regulations.

(2) Bio-filtration BMP Areas (semi-annually) - Mow bio-filter planting 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 bio-filter areas when the ground is dry and at a height of 6" – 8" during the dormant season. Monitor bio-filter for intrusion by invasive plants such as thistle. Eliminate invasives by spot mowing, spot spraying or wick application of appropriate herbicide or manual or mechanical pulling. A combination of strategies may be the best approach. Do not use herbicides within 50 feet of streams. Trees and shrubs should be inspected twice per year to evaluate health. Inflow and outflow structures shall be inspected at least two times per year for erosion. Rip-rap of these structures shall be replaced to design specifications if necessary.

(3) Basin Outlet Structures (after each runoff event) – The Association shall be responsible to ensure that the basin outlet structure is free and clear of any debris that would impede outfall from the basin. The outlet structure shall be inspected after each runoff event and cleaned as required.

(4) Storm Sewer Collection System (after each runoff event) – The Association shall be responsible to ensure that the storm sewer collection and lawn drain system is free and clear of any debris. The system shall be inspected after each runoff event and cleaned, if required.

(5) Downspout and Roof Leader System (quarterly) – The Association shall be responsible to ensure that the downspout and roof leader collection system is free and clear of any debris. The system shall be inspected after each runoff event and cleaned if required. Quarterly flushing of the system shall be done to ensure the system is free and clear of any sediment and debris.

C. The Association shall be responsible for maintenance of Riparian Corridors as shown on the Plans as follows:

(1) A fence will be installed at the edge of Zone 2 of the riparian corridor. It is the intent that woodland and riparian areas beyond the fence line will be allowed to succeed naturally. Areas that are to be turf lawn adjacent to the fence line will be monitored for invasives and weed growth during establishment. Any invasive plant material or weed growth during establishment, be removed and/or treated to prevent regrowth. Maintenance of the open space, including the riparian corridor, will ultimately be the responsibility of the Association.

(2) Vegetation Selection.

a. Zone 1 – Common vegetation shall be composed of a variety of native riparian tree and shrub species and appropriate plantings necessary for stream bank stabilization.

b. Zone 2 – Dominant vegetation shall be composed of a variety of native riparian trees and shrubs with an emphasis on native species and appropriate plantings necessary to stabilize the soil.

c. Invasive Species Control - Targeted chemical application shall be applied in a manner to not adversely affect the water and soil quality within the riparian corridor. Chemical controls may include selective and nonselective herbicides applied as either pre- or post-emergent herbicide. The types of herbicides utilized will depend on the invasive species present within the riparian corridor area. Three consecutive years of monitoring and treatment shall be required to effectively control an invasive population. Mechanical methods of invasive control may also be utilized as necessary to remove larger invasive woody shrubs.

Section 10.3 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 XI INSURANCE

Section 11.1 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 Limited Common Facilities 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 Limited Common 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 Limited Common Facilities, the Association shall repair or replace the same from the insurance proceeds available. 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 11.2 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 and Limited 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 and Limited Common Facilities. Liability insurance shall include medical payments insurance.

Section 11.3 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 Permitted Mortgagee, and shall otherwise comply with the provisions of Section 5312 of the Act.

Section 11.4 Repair and Reconstruction. In the event of damage to or destruction of the Common Facilities or any part thereof as a result of fire or other casualty, the Executive Board shall arrange for and supervise the prompt repair and restoration of the Common Facilities. Any such reconstruction or repair shall be substantially in accordance with the initial construction of the Common Facility as it existed immediately prior to the casualty.

11.4.1 Procedure for Reconstruction and Repair.

A. Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Facilities, the Executive Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Facilities as required by the Act to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the appropriate Executive Board or Insurance Trustee (if any) determines to be necessary.

B. Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and special Assessments therefore shall be levied.

C. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the construction of the Common Facilities as they existed immediately prior to the casualty.

11.4.2 Disbursements of Construction Funds.

A. Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the appropriate Executive Board from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) If the estimated cost of reconstruction and repair is less than \$250,000, then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board.

(ii) If the estimated cost of reconstruction and repair is \$250,000 or more then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Pennsylvania and employed to supervise the work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and material furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

B. Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners equally and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

11.4.3 When Reconstruction is Not Required. In the event of insubstantial damage to the Common Facilities and if the Executive Board shall elect not to repair the same or in the event there is to be no repair or replacement pursuant to Section 5312 of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with Section 5312 of the Act. If the Planned Community shall be terminated pursuant to Section 5320 of the Act, the provisions of Section 5320 of the Act shall apply.

11.4.4 If the proceeds of insurance are not sufficient to defray the cost of reconstruction and repair, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or may be deemed a Common Expense or Limited Common Assessment for which the Executive Board may authorize a Special Assessment in accordance with the provisions of Section 8.8 above. Unit Owners may apply the

proceeds from their individual property insurance policies, if any, to the share of such Common Expense or Limited Common Assessment as may be assessed.

Section 11.5 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 11.6 Fidelity Insurance. 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 fidelity 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 fidelity 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 fidelity insurance can be canceled or substantially modified for any reason.

Section 11.7 Waiver and Release. Subject to the provisions of this Article XI, 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 Units, the Common Facilities and the Limited Common Facilities or to any personal property located in the Units, Common Facilities or Limited 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 11.8 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. 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 Limited Common Facilities, with any excess being retained by the Association.

Section 11.9 Insurance Maintained by Unit Owners. Unless the Association undertakes to maintain all risk insurance pursuant to Section 11.8 above, each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis the Unit, any

improvement made to the Unit, personal property, and all personal liability not provided for above.

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 XII MORTGAGE PROTECTION CLAUSE

Notwithstanding any and all provisions hereof to the contrary, in order to induce 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 Convertible 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 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 XIII LIMITATION OF LIABILITY

Section 13.1 Limited Liability of the Executive Board. 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 13.2 Indemnification. Each member of the Executive Board, in the capacity as an Executive Board 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 settlement of any such proceeding, whether or not an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board 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 member and/or officer had no reasonable cause to believe such person's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.2 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 member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 13.3 Defense of Claims. Complaints brought against the Association, the Executive Board 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 13.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2 above, if and to the extent available.

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 within Convertible Real Estate as described on Exhibit "C" of this Declaration. The Declarant's reservation of the rights to create additional Units is subject to the following limitations:

(a) Twenty-six (26) additional Units may be constructed within the Convertible Real Estate in five (5) additional buildings. Each building shall constitute a separate phase of additional Units.

(b) the Declaration reservation of rights as set forth in this Paragraph will lapse upon completion of construction of the buildings containing the fifty-three (53) Units and in no event shall the Declarant's aforesaid reservation of rights continue beyond ten (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 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. 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 is fifty-three (53) Units. All the Units that may be created will be restricted exclusively to residential use.

(f) All buildings containing Units erected upon each portion of the Convertible Real Estate will be generally compatible with the other buildings comprising Units in the Community.

(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 Declaration Plan.

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 termination of the Planned Community and any amendment which may affect the Township, including but not limited to, any action seeking to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon, whether they are made by the Association and/or the Declarant, are subject to prior written approval of the 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 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 and Township. No change, modification or amendment which affects the respective rights, privileges or obligations of the Declarant or Township shall be effective without prior written consent of the party whose rights, privileges or obligations are impacted. No amendment to this Declaration, the Bylaws or the Articles of Incorporation of the Association (the

“Governing Documents”) may remove, revoke, or modify any right, reservation, exemption, privilege or power of the Declarant without the express prior written consent of the Declarant.

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, 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. (a) Until the sixtieth (60th) day after the conveyance of fourteen (14) of the Units which may be created pursuant to this Declaration to a Unit Owner 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 fourteen (14) of the Units which may be created pursuant to this Declaration to a Unit Owner 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) five (5) years from the date of conveyance of the first Unit, or (ii) sixty (60) days after forty (40) of the Units which may be created pursuant to this Declaration 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 Police Enforcement. The Township police shall have the right, but not the obligation, to enforce the Pennsylvania Motor Vehicle Code and traffic violations on roadways within the Community in the same manner as if the streets were owned and maintained by the Township.

Section 15.3 Enforcement. This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Association 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, or by the Township.

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 or Township 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 Unit, 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.

F. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw or the breach of any provision of the Declaration 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.

Section 15.4 Consent to Development. Any provision of the Governing Documents to the contrary notwithstanding, there is hereby reserved for the benefit of the Declarant (or such other party as may be designated by the Declarant in writing) during the Development Period an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all Owners, contract purchasers of Lots, Mortgagees, other lienholders, and any other parties having any legal or equitable interest in all or any portion of the Property (collectively "Interested Parties" and individually an "Interested Party"), any and all zoning approvals, preliminary plans, site plans, subdivision plats, public works agreements, dedication deeds and agreements, development agreements, applications, permits, easements, licenses, amendments to the Development Plan, amendments to the Governing Documents and any other instruments as may from time to time be deemed necessary or desirable by the

Declarant, in its sole discretion, in connection with (a) any development matters relating to the Development Plan, (b) any requirements of any governmental agencies or authorities, (c) any requirements of a lender or secondary mortgage agency, or (d) any requirements of the Development Plan. Each Interested Party shall be deemed to have consented to any and all such instruments and shall be deemed to have granted unto the Declarant (or such other party as may be designated by the Declarant in writing) an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments. Further, each Interested Party shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such purposes.

Section 15.5 Declarant's Development Rights. Any provision of the Governing Documents to the contrary notwithstanding, the Development Plan may only be amended by or with the prior written consent of the Declarant, and no Owner shall act or fail to act in a manner that would impair or unreasonably impede the ability of the Declarant to implement the Development Plan, or to otherwise exercise or benefit from the density, floor area ratio, parking capacity, open space and other development rights applicable with respect to the Property (collectively, the "Declarant's Development Rights"), including, without limitation, any action or failure to act by any Owner that (i) would constitute or tend to constitute a violation of the Development Plan, including, without limitation, any building permit, site plan covenant or other approval applicable with respect to the construction of dwelling units and related improvements within the Property, or (ii) would cause any dwelling unit or related improvements owned or under development by the Declarant or the Builder, as applicable, to violate or tend to violate any land use or zoning requirements applicable with respect to the Property or such dwelling units and related improvements. No Owner shall seek to utilize or impair, directly or indirectly, any of the Declarant's Development Rights without the express prior written consent of the Declarant, which consent may be granted or withheld in the sole and absolute discretion of the Declarant.

Section 15.6 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 15.7 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. 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 15.8 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit 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.

[SIGNATURE PAGE FOLLOWS.]

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

DECLARANT:
PAONE BROTHERS HORSHAM, LLC

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Montgomery SS
:

On the 18th day of November, 2024, before me, the undersigned officer, personally appeared Salvatore J. Paone, who acknowledged himself/herself to be the Manager of **PAONE BROTHERS HORSHAM, LLC**, a Pennsylvania limited liability company ("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.

Anna Lee Simpson
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Anna Lee Simpson, Notary Public
Montgomery County
My commission expires December 12, 2027
Commission number 1360942
Member, Pennsylvania Association of Notaries

EXHIBIT "A"	LEGAL DESCRIPTION
EXHIBIT "B"	MATTERS OF RECORD
EXHIBIT "C"	PLAN
EXHIBIT "D"	STORMWATER AGREEMENT

CHARLES E. SHOEMAKER, INC.
 ENGINEERS AND SURVEYORS
 110 KEYSTONE DRIVE
 MONTGOMERYVILLE, PENNSYLVANIA 18936

SURVEY DESCRIPTION
 PRESERVE AT MAPLE GLEN
 RECONFIGURED TPN: 36-00-09091-00-8
 Block 10 Unit 2
 HORSHAM TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN parcel or tract of land designated as TPN: 36-00-09091-00-8 SITUATE in the Township of Horsham, County of Montgomery and Commonwealth of Pennsylvania bounded and described in accordance with a **Record Plan – CTC Development (Preserve at Maple Glen)**, made for Paone Brothers Horsham LLC, dated July 10, 2023, last revised September 18, 2024 as prepared by Woodrow & Associates, Inc., Municipal / Civil Consulting Engineers of Lower Gwynedd, Pennsylvania as follows:

Beginning at a point on the Northwesterly ultimate Right-of-Way of Norristown Road (56.5' wide at this point) said point being the corner of reconfigured TPN: 36-00-09089-00-1 & TPN: 36-00-09091-00-8, THENCE along said Right-of-Way South Sixty-eight degrees Six minutes Thirty-seven seconds West (S68° 06' 37"W) Three hundred Forty-eight and Ninety-six One-hundredths feet (348.96') to a point along lands of TPN: 36-00-09094-00-5; THENCE along said lands & TPN: 36-00-11458-00-8 & TPN: 36-00-11461-00-5 & TPN: 36-00-11434-00-2 & TPN: 36-00-11467-00-8 & TPN: 36-00-11470-00-5 & TPN: 36-00-06511-00-5, North Fifty-three Degrees Twelve minutes Twenty-three seconds West (N53° 12' 23"W) One thousand twenty-four and Twenty-five One-hundredths feet (1024.25') to a point along lands of TPN: 36-00-06514-00-2; THENCE along said lands & TPN: 36-00-08275-90-5, North Thirty-six degrees Nine minutes Six seconds East (N36° 09' 06"E) Three hundred thirty-six and Thirty One-hundredths feet (336.30') to a point along lands of TPN: 36-00-08276-16-6; THENCE along said lands the South Fifty-three degrees Eleven minutes Twenty-eight seconds East (S53° 11' 28"E) Three hundred six and Ninety-eight One-hundredths feet (306.98') to a point; THENCE continuing along TPN: 36-00-08276-16-6 & TPN: 36-00-08276-15-7 & TPN: 36-00-08276-14-8, North Thirty-nine degrees Four minutes Forty-one seconds East (N39° 04' 41"E) Two hundred Sixty-five and Seventy One-hundredths feet (265.70') to a point; THENCE along TPN: 36-00-08276-13-9 & 36-00-08276-12-1, North Forty-nine degrees Thirty-six minutes Forty-seven seconds East (N49° 36' 47"E) Two hundred sixty-five and Thirty-five One-hundredths feet (265.35') to a point along lands of TPN: 36-00-09085-10-4; THENCE along said lands South Thirty-one degrees Twenty-eight minutes Fourteen seconds East (S31° 28' 14"E) Eight hundred Sixteen and eighty-four One-hundredths feet (816.84') to a point along reconfigured lands of TPN: 36-00-09089-00-1; THENCE along said lands the following three courses and distances, (1) South Fifty-eight degrees Thirty-one minutes forty-six seconds West (S58° 31' 46"W) One hundred Twenty-eight and Forty-one One-hundredths feet (128.41') to a point of curve, (2) on the arc of a circle curving to the right with a radius of Forty-five and No One-hundredths feet (45.00'), with a chord bearing and distance of South Fifty-one degrees Thirty minutes Thirty-eight seconds West (S51° 30' 38"W) Fifty-nine and Twenty-five One-hundredths feet (59.25') with an arc distance of Sixty-four and Sixty-seven One-hundredths feet (64.67') to a point of tangency, (3) South Twenty-one degrees Fifty-three minutes Twenty-three seconds East (S21°

FAX: (215) 576-7791

PHONE: (215) 887-2165

CHARLES E. SHOEMAKER, INC.
ENGINEERS AND SURVEYORS
110 KEYSTONE DRIVE
MONTGOMERYVILLE, PENNSYLVANIA 18936

53' 23"E) One hundred Sixty and Twelve One-hundredths feet (160.12') to point and place of beginning.

BEING RECONFIGURED TPN: 36-00-09091-00-8, (Block 10 Unit 2) as shown on the above mentioned Plan.

CONTAINING 678,706 square feet or 15.5810 acres

September 24, 2024

20-1014-D

EXHIBIT “B”

MATTERS OF RECORD

1. Easements, or claims of easements, not shown by the Public Records.
2. Subject to Restrictions as set forth in Deed Book 2066, Page 141; Deed Book 2185, Page 401; Deed Book 2222, Page 282, and Deed Book 3634, Page 418.
3. Rights granted to the Philadelphia Electric Company as in Deed Book 4927, Page 983.
4. Rights granted to the Philadelphia Electric Company and the Bell Telephone Company of Pennsylvania as in Deed Book 1292, Page 371.
5. Title to that portion of the premises within the bed(s) of Norristown Road is subject to the public and private rights therein.
6. Subject to General Conditions as shown on Plan set forth in Plan Book C-11, Page 71.
7. Subject to Agreement to Accept Conditions, Preliminary/Final Land Development recorded April 22, 2024 in Deed Book 6360, Page 1811.
8. Subject to building set back lines, notes, conditions, easements, etc. as shown on the Final Plan Record Plan – Parcel Subdivision “Preserve at Maple Glen” prepared for Paone Brothers Horsham, LLC by Woodrow & Associates, Inc. dated July 10, 2023 and revised April 17, 2024 recorded in Plan Book 61, Page 276.
9. Subject to Deed of Dedication as set forth in Deed Book 5167, Page 1562.
10. Use and easement of 12 feet wide right of way as set forth in Deed Book 3230, Page 209.
11. Subject to building set back lines, notes, conditions, easements etc. as shown on the Plan recorded in Plan Book A-50, Page 382.
12. Subject to Voluntary Declaration of Restrictive Covenant as set forth in Deed Book 6329, Page 472.
13. Easement Agreement, 20 foot wide emergency access across 724 Norristown Road, recorded June 26, 2024 in Deed Book 6367, Page 1219.
14. Subject to Declaration of Easement as in Deed Book 5017, Page 1418.

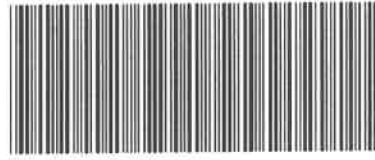
Exhibit "D"



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 6380 PG 00476 to 00483
INSTRUMENT # : 2024055404
RECORDED DATE: 10/17/2024 10:54:23 AM



6353786-0025

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

Document Type: Deed Miscellaneous
Document Date: 09/26/2024
Reference Info:

Transaction #: 6999078 - 4 Doc(s)
Document Page Count: 7
Operator Id: dkrasley

RETURN TO: (Simplifile)
Grim, Biehn & Thatcher
104 South 6th Street
Perkasie, PA 18944
(215) 257-6811

PAID BY:
GRIM BIEHN & THATCHER

*** PROPERTY DATA:**

Parcel ID #: 36-00-09091-00-8
Address: 726 NORRISTOWN RD

PA
Municipality: Horsham Township (100%)
School District: Hatboro-Horsham

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous \$73.75
Additional Pages Fee \$6.00
Total: \$79.75

DEED BK 6380 PG 00476 to 00483
Recorded Date: 10/17/2024 10:54:23 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: Mary C. Eberle

Return To: Mary C. Eberle
Grim, Biehn & Thatcher
P.O. Box 215
Perkasie, PA 18944

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 36-00-09091-00-8 HORSHAM TOWNSHIP
 726 NORRISTOWN RD
 PAONE BROTHERS HORSHAM LLC
 B 010 L U 002 1108 10/16/2024

\$15.00
 JG

CPN#: 36-00-09091-00-8

HORSHAM TOWNSHIP

STANDARD STORMWATER FACILITIES MAINTENANCE AND MONITORING AGREEMENT

Preserve at Maple Glen – 724-726 Norristown Road

THIS AGREEMENT, made and entered into this 26th day of September 2024, by and between **PAONE BROTHERS HORSHAM, LLC., a limited liability company**, with offices at 1120 Bethlehem Pike, P.O. Box 280, Spring House, PA 19477 ("**Landowner**") and **TOWNSHIP OF HORSHAM**, a Township of the Second Class governed by a Home Rule Charter, with offices situate at 1025 Horsham Road, Horsham, Montgomery County; Pennsylvania, 19044 (hereinafter "**Municipality**");

WHEREAS, Landowner is fee simple title owner of a tracts of land identified as Montgomery County Tax Map Parcel No. 36-00-09091-00-8 as reconfigured pursuant to the Deed of Consolidation dated May 7th, 2024, effective as of June 17, 2024 and recorded in the Montgomery County Recorder of Deeds at Instrument No. 2024030455 (hereinafter "**Property**") and more fully described on a separate set of final land development plans, said plans being titled "**Preserve at Maple Glen – 724-726 Norristown Road**" prepared by Woodrow & Associates, Inc. dated July 10, 2023, last revised August 27, 2024 together with a Post Construction Stormwater Management Plan,, consisting of sheets 1 to 35 of 35 (collectively, the "**Plan**" or "**Plans**"), said Plans being made a part hereof and incorporated herein by reference although not physically attached hereto.

WHEREAS, the Landowner is proceeding to build upon and develop the Property; and

WHEREAS, the Plan, as approved or to be approved by the Municipality, provides for detention or retention of stormwater within the confines of the Property; and

WHEREAS, the Municipality and the Landowner, its successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site stormwater management facilities be constructed and maintained on the Property shown on the Plan and which includes, but is not limited to two above-ground stormwater management facilities,

detention basins, and retention basins (collectively the “Stormwater Management Facilities” or the “Facilities”); and

WHEREAS, the Municipality requires, through the implementation of the stormwater management regulations, that the Stormwater Management Facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Stormwater Management Facilities shall be constructed by the Landowner, its successors, and assigns, in accordance with the terms, conditions, and specifications identified in the Plan.

2. The Landowner, and all future owners of the Property, (collectively, the “Owner”) shall be responsible for the maintenance of the Stormwater Management Facilities as shown on the Plan, including the *Post Construction Stormwater Management Plan Narrative*. Said maintenance shall include, but not be limited to, the following:

- a. All maintenance responsibilities listed on the Plan, including the *Post Construction Stormwater Management Plan Narrative*, and any other regular inspection and maintenance as is necessary and desirable to ensure the proper function of the Facilities.
- b. The Owner shall regularly mow all grass and vegetation in and around the stormwater management facilities except for vegetation designed and planted for mature growth.
- c. The Owner shall not, without written approval of the Municipality, alter the grades within any area of the Stormwater Management Facility from those established in accordance with the approved Plans and stormwater management reports referenced hereinabove, or in any other manner undertake or cause to occur within the area of the Stormwater Management Facilities any changes to the overall Facilities which would in any manner affect the operation of the same as intended.
- d. The Owner shall remove debris and silt from all Stormwater Management Facilities and the inflow pipes to ensure that the facilities remain in good working order.
- e. The Owner shall make all structural or non-structural repairs necessary to ensure the continued proper operation of the Facilities.

3. The Owner will perform maintenance in accordance with the maintenance schedule for the Stormwater Management Facilities including sediment removal as outlined on the approved schedule and/or Plan.

4. The Owner hereby grants permission to the Municipality, its authorized agents and employees, upon prior written notice to the Owner, except in the case of emergencies, and presentation of proper identification, to enter upon the Property at reasonable times, and to inspect the Stormwater Management Facilities whenever the Municipality deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the Facilities. The inspection shall cover the entire Facilities, piping related to the Facilities, access roads, etc. When inspections are conducted, the Municipality shall give Owner copies of the inspection report with findings and evaluations of any maintenance recommendations the Township determines to be the responsibility of the Owner.

5. The Owner hereby conveys to the Municipality an access easement of the Property for the sole purpose of ensuring access for periodic inspections by the Municipality and maintenance of the Stormwater Management Facilities, if required.

6. In the event the Owner fails to maintain the stormwater management facilities in good working condition as set forth above, the Municipality shall provide Owner with a written list of the maintenance responsibilities which have not been properly performed by Owner. Owner shall have twenty (20) business days to accomplish, to the Township's satisfaction, the maintenance responsibilities on the list. In the event Owner fails or refuses to accomplish said maintenance responsibilities, Township may, upon written notice to Owner, enter upon the Property and take such necessary and prudent action to maintain said Stormwater Management Facilities and to charge the costs of the maintenance to the Owner. Owner shall reimburse the Municipality within thirty (30) days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said 30-day period, the Municipality may enter a lien against the Property in the amount of such costs or may proceed to recover its costs through proceedings in equity or at law.

7. In the event of an emergency the Municipality may enter the Property if the Owner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify Owner of any inspection, maintenance, or repair undertaken within three (3) days of the activity. Owner shall, within fourteen (14) business days of receipt of written notice, reimburse the Municipality for its costs of maintenance for which Owner was responsible.

8. The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

9. This Agreement shall be deemed to have been drafted jointly by the parties hereto, and no inference or interpretation against any party shall be made solely by virtue of such party allegedly having been the draftsman of this Agreement.

10. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto and shall be governed by the laws of the Commonwealth of Pennsylvania.

11. This Agreement shall be recorded among the land records of Montgomery County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

[This portion intentionally left blank]

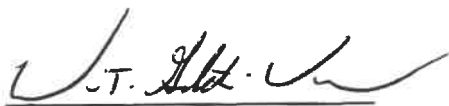
***Signature Page for Standard Stormwater Facilities Maintenance
and Monitoring Agreement***

Preserve at Maple Glen – 724-726 Norristown Road

WITNESS the following signatures and seals:

ATTEST:

HORSHAM TOWNSHIP



**William T. Gildea-Walker,
Manager/Secretary**


By:


W. William Whiteside, II, President

OWNER:

**PAONE BROTHERS HORSHAM, LLC.,
a limited liability company**

By:


**Name: Salvatore J. Paone
Title: Manager**

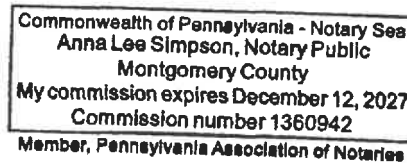
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF Montgomery :

On the 20th day of September, 2024, before me, the subscriber, a Notary Public, personally appeared Salvatore J. Paone, Manager of **PAONE BROTHERS HORSHAM, LLC.**, and acknowledges that the instrument to which this Acknowledgement is attached is his/her act and deed and he/she desires the same might be recorded as such.

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

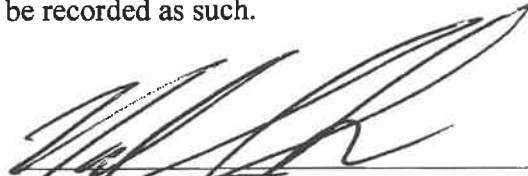
Anna Lee Simpson
Notary Public
My Commission Expires: 12/12/2027



ACKNOWLEDGEMENT

BY TOWNSHIP :
:
COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF MONTGOMERY : **SS**

On this 9th day of October, A.D., 2024, before me the subscriber, a Notary Public, personally appeared **WILLIAM T. GILDEA-WALKER, Manager/Secretary**, who acknowledges that he was personally present at the execution of the above Agreement and saw the common or corporate seal of the said Township duly affixed thereto; that the said seal so affixed thereto is the common or corporate seal of the Township; that the said Agreement was duly sealed and delivered by the President of Township Council and the Township Secretary of said Township as and for the Act and Deed of said Township for the uses and purposes therein mentioned and that they desired the same to be recorded as such.



Notary Public
My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
NICOLE L. JOHNSON - Notary Public
Montgomery County
My Commission Expires December 13, 2027
Commission Number 1441414