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Butler County Recorder PA

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The Recorder's Office is directed to index this Declaration
against CHARTER HOMES AT CRESCENT, INC., in the grantor indexes, and
CRESCENT, A PLANNED COMMUNITY, in the grantee index
pursuant to Section 5201 of the Act (as defined below).

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION
FOR
CRESCENT, A PLANNED COMMUNITY
IN CRANBERRY TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA**

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. §5101 et seq. (the "Act")

~~Prepared by, and
after recording, return to:
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**Date: December 27, 2022
EFFECTIVE UPON RECORDING**

Return to: Nancy Auer
Cranberry Township
2525 Rochester Road, Suite 400
Cranberry Township, PA 16066

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND
ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR
CRESCENT, A PLANNED COMMUNITY
IN CRANBERRY TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA**

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**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND
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FOR
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IN CRANBERRY TOWNSHIP, BUTLER COUNTY, PENNSYLVANIA**

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Charter Homes at Crescent, Inc., a Pennsylvania corporation (“Declarant”), is the fee owner of the real estate described in **Exhibit A** attached hereto, located in Cranberry Township, Butler County, Pennsylvania (the “Property”). Declarant hereby submits the Property, including, without limitation, all easements, rights and appurtenances thereunto belonging and all buildings and other improvements existing or to be erected thereon, to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq., as amended (the “Act”), and hereby creates with respect to the Property a flexible planned community to be known as “Crescent, A Planned Community” (the “Community” or “Crescent”).

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are those shown on the Subdivision and Land Development Plan, and the following recorded easements, rights and licenses:

1.2.1. Subject to a certain Agreement as set forth in Record Book 1213, Page 370.

1.2.2. Subject to a certain Right of Way Agreement as set forth in Record Book 1081, Page 18.

1.2.3. Subject to a certain Right of Way Agreement as set forth in Record Book 512, Page 8.

1.2.4. Subject to a certain Grant of Water Line Easement as set forth in Record Book 1172, Page 248.

1.2.5. Subject to a certain Grant of Water Line Easement as set forth in Record Book 1172, Page 244.

1.2.6. Subject to a certain Underground Right of Way Agreement as set forth in Record Book 1034, Page 465.

1.2.7. Subject to rights granted to National Transit Company as set forth in Instrument No. 201604120006727.

1.2.8. Subject to a certain Restrictive Covenant and Easement Agreement as set forth in Instrument No. 202208180017883.

1.2.9. Subject to a certain Construction and Access Easement as set forth in Instrument No. 202208180017884.

1.2.10. Subject to a certain Gas Pipeline Easement Grant as set forth in Instrument No. 202209120019414.

1.2.11. Subject to a certain Aerial and Underground Right of Way Agreement as set forth in Instrument No. 202211170023778.

1.2.12. Subdivision and Land Development Plan, as defined in Section 1.3.2 hereof.

1.2.13. PCSM Documents, as defined in Section 1.3.2 hereof.

1.2.14. Apartment Tract Reciprocal Easement, as defined in Section 1.3.2 hereof.

Section 1.3. Defined Terms

1.3.1. Capitalized terms not otherwise defined herein or identified on the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms when used herein shall have the meanings set forth below:

“Act” shall have the meaning set forth in Section 1.1 of this Declaration.

“Additional Real Estate” means the Real Estate described in **Exhibit E** attached hereto, so long as the Declarant’s rights to add such Real Estate to the Community continue to exist.

“Allocated Interest” means the Common Expense Liability and votes in the Association allocated to a Unit.

“Alternative Dispute Resolution” means a procedure for settling a dispute by means other than litigation, which procedure initially being implemented by the Association is more particularly set forth in the Bylaws.

“Annual Assessment” means a Unit’s individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

“Apartment Tract” means that certain parcel or tract of Real Estate more particularly described on the Plats and Plans and identified herein as Additional Real Estate described in **Exhibit E** attached hereto.

“Apartment Tract Reciprocal Easement” means that certain Declaration of Easements, Covenants and Restrictions that sets forth the easements, covenants, and restrictions pertaining to the Apartment Tract and which will be recorded in the Recorder’s Office subsequent to the recording of this Declaration.

“Architectural Control Committee” means a neighborhood appearance Architectural Control Committee comprised of three (3) members initially appointed by the Declarant and then by the Executive Board of the Association, the purpose of which shall be to review and evaluate any proposed alteration to, or modification of, any portion of the Community that requires such approval.

“Architecturally Controlled Improvements” shall have the meaning set forth in Section 6.1 herein.

“Association” means the Unit Owners’ association of the Community, which shall be a Pennsylvania nonprofit corporation known as “Crescent Neighborhood Association, Inc.” and shall have all powers and duties designated by the Act.

“Belgian Block Curbing” means the decorative granite or stone curbing located within the Community, different and separate from the traditional concrete curbing located within the Community.

“Building(s)” means any or all of the building(s) now existing or hereafter constructed in the Community.

“Beauty Strip(s)” means those certain improved and/or landscaped strips of land located either between a sidewalk and a Roadway or a sidewalk and an Alley.

“Bylaws” means the Bylaws of the Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such document may be amended from time to time.

“Chart of Maintenance Responsibilities” means a chart allocating maintenance responsibilities between Unit Owners and the Association, which chart is further described in Section 7.5 hereof. The Chart of Maintenance Responsibilities, and any amendments, supplements, and/or replacements thereto, may be promulgated by the Executive Board pursuant to Section 7.5 hereof.

“Common Elements” means Common Facilities or Controlled Facilities.

“Common Expense Liability” means the liability for Common Expenses allocated to each Unit, as described in this Declaration.

“Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

“Common Facilities” means any portion of the Property within the Community that is not a Unit and that is owned by or leased to the Association.

“Community Amenities” means certain real property and improvements located within the Community and other adjacent properties for the recreation of Unit Owners in the Community and other properties.

“Community” means the Community described in Section 1.1 hereof, as the same may be expanded or contracted in accordance with the provisions of this Declaration and the Act.

“Community Documents” include this Declaration, Plats and Plans, Bylaws, PCSM Documents, the Chart of Maintenance Responsibilities (if any) and Rules and Regulations (if any), all as amended from time to time.

“Condominium Act” means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq., as amended.

“Controlled Facilities” means any Real Estate within the Community, whether or not a part of a Unit, that is not a Common Facility, but is Maintained, improved, regulated, managed, insured or controlled by the Association.

“Convertible Real Estate” means the Real Estate described in **Exhibit D** attached hereto, so long as the Declarant’s rights to create Units, Common Elements or Limited Common Elements therein continue to exist.

“Coolsprings Drive Landscaping Island” means the landscaping island associated with the Coolsprings Drive roundabout, shown as the “Proposed Roundabout by Others” on the Master Plan, and more particularly described and depicted in the Development Easement (defined in Section 5.1.7 below).

“Crescent Plan” means that certain subdivision plan consisting of eleven (11) pages, prepared for Declarant by the Gateway Engineers, Inc., Project No. 39977-0014, dated October 7, 2022, and recorded on December 15, 2022 in the Recorder’s Office as Instrument No. 202212150025319.

“Declarant” means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

“Declarant Control Period” means the period of Declarant control of the Association as described in Subsection 12.1.1 of this Declaration.

“Declaration” means this document, as the same may be amended from time to time.

“Development Period” means the period within which Declarant has the right to create units, common elements and limited common elements or any combination thereof within Convertible Real Estate, or to add Additional Real Estate to or withdraw Withdrawable Real Estate from the Community. The Development Period shall terminate no later than the later of (i) ten (10) years after the recording of this Declaration; or (ii) in the case of a preliminary plat calling for the installation of improvements in sections, one hundred twenty (120) days after municipal approval or denial of each particular section’s final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Municipalities Planning Code, or in the event of an appeal from the municipal approval or denial of such final plat, one hundred twenty (120) days after a final judgment on appeal.

“Executive Board” means the Executive Board of the Association.

“First Settlement” means the date of the first closing whereby a Unit is conveyed to a Third Party Purchaser.

“General Common Expenses” means all Common Expenses other than Limited Common Expenses.

“Improved Unit” means (i) a Unit improved with a substantially completed dwelling, such that the dwelling may be legally used for residential purposes; (ii) a Unit improved with a substantially completed building, such that the building may be legally used for the nonresidential purpose for which it is constructed (including, without limitation, an office or retail use); or (iii) a Unit comprising a portion of any building is substantially complete such that the Unit may be legally used for the residential or nonresidential purpose (as applicable) for which it is intended.

“Limited Common Elements” means Limited Common Facilities or Limited Controlled Facilities.

“Limited Common Expenses” means all expenses identified as such under Section 5314(c) of the Act and/or as described in the Community Documents.

“Limited Common Facilities” means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

“Limited Controlled Facilities” means those portions of the Controlled Facilities, whether or not part of a Unit, which are allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

“Maintenance” “Maintain” or any other derivative thereof means the operation, maintenance, repair and replacement activities with respect to any facility or area located in or otherwise serving the Community.

“Master Association” means any profit or nonprofit corporation or unincorporated association created pursuant to Section 5222 of the Act or Section 3222 of the Condominium Act, which exercises on behalf of one or more unit owners associations those certain powers as are delegated by such unit owners associations and accepted by such Master Association, from time to time.

“Non-Residential Unit” means a Unit other than a Residential Unit, as described herein and in the Plats and Plans.

“Notice and Comment” means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 18.1 hereof.

“Notice and Hearing” means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 18.2 hereof.

“Party Wall” means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

“Pattern Book” means that certain Architectural Pattern Book for the Community dated November 22, 2022, as the same may be amended, modified or supplemented from time to time, which is approved by and filed with the Township. The Pattern Book provides guidelines, examples and samples of architectural plans, renderings, streetscapes and details to provide guidance for how buildings and improvements may be designed and built.

“PCSM BMPs” shall have the meaning set forth in Section 7.7 hereof.

“PCSM Documents” means the Subdivision and Land Development Plan, PCSM Plan and PCSM Instrument, all as amended from time to time.

“PCSM Instrument” means that certain Instrument for the Declaration of Restrictions and Covenants together with all exhibits attached thereto (including, without limitation, the Operation and Maintenance (O&M) Agreement between the Declarant and Township), which will be recorded subsequent to the recording of this Declaration in the Recorder’s Office, as the same may be amended, modified or supplemented from time to time, and specifically including any PCSM Instruments for future phases of the Community.

“PCSM Plan” means the Post Construction Stormwater Management Plan for the Community, recorded as an exhibit to the PCSM Instrument, as the same may be amended or modified from time to time in accordance with Cranberry Township and other applicable governmental requirements, and specifically including any PCSM Plan for future phases of the Community.

“Perimeter Wall” means any wall located at the perimeter of a Unit, which wall is co-incident with the exterior of a Building or adjacent to a Common Element.

“Plats and 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.

“Project Communities” means the Community and any other communities situate in the Project Property and created under the Act, the Condominium Act or any successor acts. In order to be a Project Community, the instrument creating the community must indicate that it is a Project Community.

“Project Property” means those certain parcels of real estate situate in Cranberry Township, Butler County, Pennsylvania, being the Property and the Additional Real Estate.

“Property” means the Property described in Section 1.1 hereof.

“Property Owners Association(s)” means one or more of the homeowners’ associations, unit owners’ associations, property owners’ associations, or condominium owners’ associations for the Project Communities created within the Project Property, including, without limitation, the Association.

“Real Estate” means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

“Recorder’s Office” means the Recorder of Deeds Office in and for Butler County, Pennsylvania.

“Residential Unit” means a Unit other than a Non-Residential Unit, as described herein or on the Plats and Plans.

“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 or operation of all or any portion of the Community, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

“Security Interest” means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

“Special Assessment” means a Unit’s individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

“Stormwater Management Facilities” means all vegetative swales, rain gardens, bio retention facilities, wet ponds, infiltration structures, inlets, pipes, conduits, stormwater management and drainage easement areas, and other structures, components and facilities appurtenant thereto constructed for the purpose of stormwater quality and

drainage management for the Community, including, without limitation, utilization of Best Management Practices (“BMPs”) in accordance with the PCSM Documents. By way of illustration and not limitation, such Stormwater Management Facilities include any stormwater basins located on the Property.

“Subdivision and Land Development Plan” means all subdivision and/or land development plans for the Community now or hereafter existing, as the same may be supplemented, amended or modified from time to time in accordance with the Township and other applicable governmental requirements, including, but not limited to (i) the Crescent Plan; (ii) that certain land development plan entitled “Final Approval for Crescent Final Phase 1A Plans”, consisting of eighty-eight (88) pages, prepared for Charter Homes & Neighborhoods by The Gateway Engineers, Inc., Project Number 39977-0014, dated November 2022, which is approved by the Township, as amended; and (iii) that certain land development plan entitled “Crescent Master Plan”, consisting of one hundred twenty-four (124) pages, prepared for Charter Homes & Neighborhoods by the Gateway Engineers, Inc., project Number C-39977-0005, dated March 2022, which is approved by the Township, as amended (“Master Plan”).

“Third Party Purchaser” means the purchaser of a Unit in the Community, other than the Declarant, a declarant for any other Project Community, the Association, or any successors to any Special Declarant Rights related to the applicable Unit.

“Township” means Cranberry Township, Butler County, Pennsylvania.

“Type A Unit” means a detached Residential Unit described in Subsection 2.2.1 hereof.

“Type B Unit” means an attached Residential Unit described in Subsection 2.2.2 hereof.

“Type C Unit” means a detached Residential Unit described in Subsection 2.2.3 hereof.

“Type D Unit” means an attached Residential Unit described in Subsection 2.2.4 hereof.

“Type E Unit” means a Residential Unit or a Non-Residential Unit described in Subsection 2.2.5 hereof

“Type F Unit” means a Unit described in Subsection 2.2.6 hereof.

“Unimproved Unit” means a Unit that is not an Improved Unit.

“Unit” means a Unit as described herein and in the Plats and Plans. The general term “Unit” includes both Residential Units and Non-Residential Units, and shall be designated as a Type A Unit, a Type B Unit, a Type C Unit, a Type D Unit, a Type E Unit or a Type F Unit.

“Unit Owner” means the holder of legal title to a Unit.

“Unit Owner In Good Standing” means a Unit Owner who is current in payment of assessments and fines, unless the assessments or fines are directly related to a complaint filed with the Bureau of Consumer Protection in the Office of Attorney General regarding Sections 5308 (relating to meetings), 5309 (relating to quorums), 5310 (relating to voting; proxies) or 5316 (relating to association records) of the Act.

“Walking Trails” means the network of walking trails depicted on the Subdivision and Land Development Plan situate both in the Community and other portions of the Project Property.

“Withdrawable Real Estate” means the Real Estate described in **Exhibit D** attached hereto, so long as the Declarant’s rights to withdraw such Withdrawable Real Estate from the Community continue to exist.

Section 1.4. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Community Documents.

ARTICLE II

ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; RELOCATION OF BOUNDARIES; SUBDIVIDING UNITS

Section 2.1. Allocated Interests, Votes and Common Expense Liabilities.

2.1.1. No Units are currently being created by the Declarant upon recording of this Declaration. However, attached hereto as **Exhibit B** and made a part hereof is an example of the table that will be included with any amendment to this Declaration in which Units are created. This table sets forth the identifying number of the Units and the initial Allocated Interest appurtenant to the Units, determined on the basis that such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 11.2 hereof, a Unit’s Allocated Interest shall be calculated by (a) converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community. A Unit’s Allocated Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

2.1.2. The Allocated Interest shall automatically change upon each conversion of Convertible Real Estate, the addition and conversion of Additional Real Estate, or withdrawal of Withdrawable Real Estate, if applicable, as set forth in Articles XX, XXI and XXII below. The new Allocated Interest of each Unit existing in the Community after a conversion or withdrawal shall be determined in accordance with Subsection 2.1.1 above.

2.1.3. Each Unit shall have one (1) vote, unless (i) with respect to a Residential Unit, such Residential Unit contains or is intended to contain more than one (1) residential dwelling, in which case, the number of votes allocated to such Residential Unit shall be equal to the number of residential dwellings constructed or to be constructed thereon, or (ii) with respect to a Non-Residential Unit, such Non-Residential Unit contains or is intended to contain more than one (1) separately demised space for non-residential purposes, in which case, the number of votes allocated to such Non-Residential Unit shall be equal to the number of separately demised spaces for non-residential purposes constructed or to be constructed thereon. Declarant's determination as to the number of votes allocated to each Unit upon creation shall be final and unappealable. Notwithstanding the foregoing, class voting shall be permitted pursuant to and in accordance with Sections 2.1.3(a), (b) and (c) below on issues affecting each class of Units identified in Sections 2.1.3(a), (b) and (c) and not affecting Units outside of each such class, if necessary to protect the valid interests of the Unit Owners of such affected Units. Thus, a Unit's share of Common Expense Liability and votes on certain Association matters shall be modified in accordance with the following and any other exceptions set forth elsewhere in this Declaration:

(a) For Association matters affecting solely Residential Units, each of the said Units' "Residential Allocated Interest" shall be calculated by converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of Residential Units in the Community. By way of illustration and not limitation, the Residential Allocated Interest shall be used to determine each such Unit Owner's expenses allocated solely to the Residential Units. The Unit Owners for each Residential Unit shall have one (1) vote per said Unit with respect to matters allocated solely to Residential Units (unless such Unit contains multiple residential dwellings, in which case, the number of votes allocated to such Unit shall be equal to the number of residential dwellings to be constructed thereon).

(b) For Association matters affecting solely Non-Residential Units, each of the said Units' "Non-Residential Allocated Interest" shall be calculated by converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of Non-Residential Units in the Community. By way of illustration and not limitation, the Non-Residential Allocated Interest shall be used to determine each such Unit Owner's expenses allocated solely to the Non-Residential Units. The Unit Owners for each Non-Residential Unit shall have one (1) vote per said Unit with respect to matters allocated solely to Non-Residential Units.

(c) With respect to all matters which affect solely Residential Units but which materially adversely impact the assessments, management or daily operation or use of the Non-Residential Units ("Double Majority Matters"), each Residential Unit Owner shall be entitled to the number of votes described in Section 2.1.3(a) hereof, and each Non-Residential Unit Owner shall be entitled to the number of votes described in Section 2.1.3(b) hereof. A majority vote of

the Residential Unit Owners and a majority vote of the Non-Residential Unit Owners shall be required to adopt such decisions or take such action at issue.

2.1.4. Cumulative voting shall be permitted solely for the purpose of electing members of the Executive Board. Cumulative voting shall not be permitted for any other purpose.

Section 2.2. Unit Boundaries. The boundaries of each Unit are situated as shown on the Plats and Plans, and as described in this Section 2.2.

2.2.1. Type A Unit. Type A Units shall be detached Residential Units. There are no horizontal boundaries for each Type A Unit. The vertical boundaries of each Type A Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said Unit boundaries.

2.2.2. Type B Unit. Type B Units shall be attached Residential Units. There are no horizontal boundaries for each Type B Unit. The vertical boundaries of each Type B Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Type B Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said boundaries, and to the centerline of any Party Wall.

2.2.3. Type C Unit. Type C Units shall be detached Residential Units. There are no horizontal boundaries for each Type C Unit. The vertical boundaries of each Type C Unit are coincident with the lot lines shown on the Subdivision and Land Development Plan, except as otherwise designated on the Plats and Plans (and in which case, the Plats and Plans shall control). Further, each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any dwelling or other Building or structure located within said Unit boundaries.

2.2.4. Type D Unit. Type D Units shall be attached Residential Units. A Type D Unit shall be comprised of all portions of land and portions of a Building within the following Unit boundaries:

(a) Upper and Lower (Horizontal) Boundaries: There shall be no horizontal boundaries. By way of clarification and without limiting the breadth or generality of the foregoing, all structural and nonstructural portions of roofs and basement structures or substructures within the Unit Boundaries described in this Section 2.2.4 are part of a Unit.

(b) Vertical Boundaries: The vertical boundaries of a Type D Unit shall be the vertical planes of the outermost exterior finished surface of the siding, brick, stucco, stone veneer (or other material) covering the exterior of the Perimeter Walls of a Building, and the outermost vertical surfaces of

patios, porches, decks, stoops (and other similar protruding improvements), and the centerline of the Party Walls which enclose the Unit, all extended to intersections with each other. All windows, doors and garage doors are within the Unit boundaries and therefore are part of a Unit and not Limited Common Elements appurtenant thereto. All balconies, patios, porches, decks, stoops, exterior entry stairs, railings, and roofs covering any of the foregoing and serving only one Unit are part of the Unit. All gutters and downspouts serving only one Unit are part of the Unit. All trim material and other decorative elements of the exterior surfaces of Perimeter Walls, including, but not limited to, shutters, are part of the Unit to which they are attached.

2.2.5. Type E Unit. Type E Units shall be Residential Units or Non-Residential Units. A Type E Unit shall be comprised of portions of land and portions of a Building within the following Unit boundaries:

(a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the Vertical Boundaries:

(1) Upper Boundary: The horizontal planes formed by the Unit-Side Surface of the uppermost ceiling of the Unit.

(2) Lower Boundary: There shall be no lower boundaries except to the extent depicted on the Plats and Plans.

(b) Vertical Boundaries: The vertical boundaries of a Type E Unit shall be the vertical planes of the Unit-Side Surface of the Perimeter Walls and the centerline of Party Walls which enclose the Unit (including the Unit-Side Surface of windows and doors in Perimeter Walls), extended to intersections with each other and with the Upper and Lower Boundaries.

(c) Where walls, floors or ceilings comprise the boundaries of a Type E Unit, all wall paneling, wall tiles, wallpaper, paint, finished flooring of all types, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all plasterboard, plaster, drywall, lath, furring, framing, structural components, doors and windows in Perimeter Walls, insulating material, and all other portions of such boundary walls, floors or ceilings are part of the Common Elements.

Each Type E Unit consists of all portions of the Building within the aforesaid Unit boundaries, except: (i) structural members and bearing columns within or passing through such Unit, which are deemed to be Common Elements; and (ii) all plumbing fixtures, gas lines, electrical, phone and cable wiring, conduits, ductwork and mechanical systems serving and affecting more than one Unit, which are deemed to be part of the Common Elements; and (iii) if any fixture or improvement lies partially or wholly within the boundaries of a Unit, but serves more than one Unit or any portion of the Common Facilities, it shall be deemed part of the

Common Elements. Further, if any portion of the fixture or improvement serving only one Unit is located partially or wholly outside of the Unit boundaries of the Unit that it serves, such fixture or improvement is a Limited Common Element allocated solely to that Unit.

(d) By way of illustration and not of limitation, there is included within a Type E Unit, as applicable:

(1) The air space enclosed within such Unit boundaries.

(2) All non-structural, non-load bearing partitions (walls) which are wholly contained within such Unit boundaries, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, television cable facilities, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.

(3) All plumbing fixtures located within such Unit boundaries and serving and affecting only such Unit, and their water and waste connections.

(4) All items of kitchen equipment located within such Unit boundaries and serving only such Unit, and such equipment's water, waste and electrical connections.

(5) Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the Unit boundaries of such Unit.

(7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical or other impulses and signals (including, but not limited to, impulses and signals for telephone and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the Unit boundaries of such Unit.

(8) Surface-mounted and recessed cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

2.2.6. Type F Unit. Type F Units shall be any other Unit, whether a Residential Unit or a Non-Residential Unit, the boundaries of which may be designated and described on the Plats and Plans from time to time.

2.2.7. Improvements. Except as may be specifically set forth to the contrary in this Declaration or on the Plats and Plans, each Unit consists of all portions of the Building within the aforesaid Unit boundaries except as follows: if there is any Party Wall, then to the centerline of such Party Wall; if any fixture or improvement (including by way of example and not of limitation, any plumbing, mechanical or utility lines, equipment or facilities) lies partially or wholly within the boundaries of a Unit but serves more than one Unit or any portion of the Common Facilities, it shall be deemed part of the Common Elements. Further, if any portion of any fixture or improvement serving only one Unit is located partially or wholly outside of the Unit boundaries of the Unit that it serves, such fixture or improvement is a Limited Common Element allocated solely to that Unit.

Section 2.3. Relocation of Boundaries Between Units.

2.3.1. Declarant shall have the right, without submitting an application to the Association, to relocate boundaries between Units owned by Declarant by recording an amendment to this Declaration and the Plats and Plans identifying the affected Units and setting forth the new factors assigned to such Units, the new Unit boundaries and the reallocations of Allocated Interests and votes in the Association. Declarant's right to relocate boundaries between Units shall not be limited to the combination of two (2) or more entire adjacent Units. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.3.1, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

2.3.2. Subject to the requirements set forth under Article VI hereof, Unit Owners other than Declarant desiring to relocate the boundaries between adjoining Units shall only be permitted to combine two (2) or more entire adjacent Units. Such Unit Owners shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the relocation of boundaries that does not meet the requirements of the Community Documents and/or the Act. Upon approval by the Association of such application, two (2) or more entire adjacent Units may be combined into a larger Unit, provided that all of the Units being combined are under common ownership at the time of effecting such combination. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, combining the designated Units. The amendment shall be executed by the Unit Owner of the Units to be combined, assign an identifying number to the "Combined Unit," which shall consist of the identifying number of the Unit having the lowest number followed by a hyphen and the identifying number of the other Unit(s), arranged in numerical order, and reallocate the Allocated Interest and votes in the Association formerly allocated to the individual Units so that the Allocated Interest and votes appertaining to the Combined Unit shall be the sum of the respective Allocated Interests and votes in the Association appertaining to each of the Units that were combined to create it.

Section 2.4. Subdividing a Combined Unit. Subject to Declarant's rights as set forth in Section 2.5 below, no Unit may be subdivided by a Unit Owner except a Combined Unit in accordance with this Section 2.4. Subject to the requirements set forth under Article VI hereof, a Combined Unit may only be subdivided to restore the Unit boundaries of the original Units that were combined to create it. A Unit Owner of a Combined Unit desiring to subdivide his Unit shall submit an application to the Association in accordance with Section 5215 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the subdivision of a Combined Unit that does not meet the requirements of the Community Documents and/or the Act. The Combined Unit shall remain under single ownership until after the time of effecting such subdivision. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, subdividing the Combined Unit. The amendment shall be executed by the Unit Owner of the Combined Unit being subdivided, assign an identifying number to each Unit created (which shall be the identifying numbers shown for such respective Units in the Plats and Plans prior to the creation of the Combined Unit), and reallocate the Allocated Interest and votes in the Association formerly allocated to the Combined Unit to the new Units being created in accordance with Section 2.1 above and on a proportionate basis.

Section 2.5. Subdividing or Converting Units Owned by Declarant. Declarant hereby reserves unto itself the Special Declarant Right granted in Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two or more Units, Common Elements or a combination of Units and Common Elements without the consent of the Association or any party whatsoever, but subject nevertheless to all applicable governmental requirements. Declarant shall be permitted to exercise such Special Declarant Right without submitting an application to the Association during the Development Period and thereafter by submitting an application to the Association. If Declarant exercises such right, Declarant (or the Association, as the case may be) shall prepare and record an amendment to this Declaration, including the Plats and Plans, subdividing or converting such Unit(s). The maximum number of Units into which any Residential Unit owned by Declarant may be subdivided or converted shall be seven hundred (700). If Declarant exercises its right to create Non-Residential Units in the Community, then the maximum number of Units into which any Non-Residential Unit owned by Declarant may be subdivided or converted shall be two hundred (200). All costs and expenses of Declarant associated with the exercise of its rights reserved in this Section 2.5 shall be the responsibility of the Declarant.

Section 2.6. Costs of Relocating Unit Boundaries or Subdividing Units by Unit Owners. All costs and expenses associated with relocating Unit Boundaries pursuant to Subsection 2.3.2 above or subdividing a Combined Unit pursuant to Section 2.4 above, and, at the discretion of the Executive Board, the costs and expenses associated with preparing and recording any amendment to the Declaration and Plats and Plans required pursuant to Sections 5214 or 5215 of the Act, shall be the responsibility of the Unit Owner or Owners requesting the relocation of Unit Boundaries or the subdivision of a Combined Unit, as the case may be. Such costs and expenses shall include, without limitation, costs of obtaining all required governmental permits and approvals and all costs associated with

repairing damage to the Common Elements and/or any other Unit that results from a Unit Owner's exercise of any of the rights granted by Sections 2.3.2 and/or 2.4 hereof.

Section 2.7. Designation of Unit Type by Declarant. Declarant shall have the right, without submitting an application to the Association, to designate and create additional Units Types or alternative Unit Types from those listed in Section 2.2 above that are owned by Declarant by recording an amendment to this Declaration identifying the Units Types and setting forth the new factors assigned to such Unit Type, the new Unit boundaries (if any), and the reallocations of Allocated Interests and votes (if any) in the Association. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.7, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

ARTICLE III

LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1. Limited Common Elements. Without limiting the generality of Section 1.3.2 hereof, the following portions of the Community are hereby designated as Limited Common Elements:

3.1.1. Any portion of the Community designated as a Limited Common Facility or a Limited Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Limited Common Facility or a Limited Controlled Facility on the Plats and Plans or any amendment thereto, from time to time; and

3.1.2. The accessible areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees on Type B Units, Type C Units, and Type D Units to the extent installed by the Association or installed as part of the improvement of the Community prior to, or in connection with, the first certificate of occupancy issued for occupancy of a dwelling on each Type B Unit, Type C Unit, or Type D Unit, as applicable, the general maintenance of which shall be performed by the Association. Thereafter, any additional or different landscaping of any kind added to a Type B Unit, Type C Unit, or a Type D Unit by a Unit Owner shall be maintained solely by the Unit Owner of such Type B Unit, Type C Unit or Type D Unit, at his sole cost and expense. Further, landscaping including lawns, plantings such as ground cover, shrubs, bushes and trees within enclosed fences or other structures shall be deemed not to be accessible and, therefore, shall be maintained by the applicable Unit Owner at his sole cost and expense; and

3.1.3. The following surfaces on or appurtenant to all Type B Units, Type C Units, Type D Units, and Type E Units they serve:

- (a) Unit driveways;

(b) Sidewalks (including those within or abutting Type B Units, Type C Units, Type D Units, and Type E Units); as well as service walks and other walkways;

(c) Beauty Strips abutting Type B Units, Type C Units, Type D Units, and Type E Units; and

(d) Parking spaces as shown on the Plats and Plans.

Maintenance of the areas referenced in Subsection 3.1.3, including the reasonably practical removal of snow therefrom and the reasonably practical treatment of ice accumulation thereon, shall be the responsibility of the Association in accordance with Section 7.3.1 of this Declaration. All other Maintenance obligations related to these areas shall be the sole obligation of the Unit Owner of the applicable Unit. By way of clarification, the sidewalks, curbing, and Beauty Strips abutting Type B Units, Type C Units, Type D Units, and Type E Units are Limited Common Elements solely as to Maintenance obligations but not for general use or access purposes.

3.1.4. [Reserved.]

3.1.5. Sidewalks and Beauty Strips abutting Type A Units shall be Limited Common Elements solely as to Maintenance obligations but not for general use or access purposes. The Maintenance (including removal of snow and treatment of ice accumulation) of each portion of a sidewalk and Beauty Strip abutting a Type A Unit, shall be the responsibility of the Unit Owner of the abutting Type A Unit, and the Association shall have no responsibility for such Maintenance.

3.1.6. The curbing, apart from any Belgian Block Curbing, that abuts any Unit shall be a Limited Common Element for that Unit solely as to Maintenance obligations but not for general use or access purposes pursuant to Section 7.3 hereof. All Belgian Block Curbing shall be Maintained by the Association.

3.1.7. Individual U.S. Postal Service cluster mailboxes serving one (1) or more, but fewer than all, of the Units, shall be Limited Common Elements appurtenant to the Unit(s) they serve and shall be maintained by the Association.

3.1.8. Any portion of the Community described as a Limited Common Element in Section 5202 of the Act.

Section 3.2. Common Elements Not Previously Allocated. As permitted by Section 5209(c) of the Act, the Declarant shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community. Any such allocation shall be made by an amendment to the Declaration or an assignment executed by the Declarant and recorded in the Office of the Recorder of Deeds for the county in which the Community is located. Further, as permitted by Section 5209(c) of the Act, the Association shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community but only during such period of time after expiration of the Development Period. Any such allocation shall be

made by an amendment to the Declaration or an assignment executed by the Association and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

ARTICLE IV

COMMON FACILITIES

Section 4.1. Reservation and Designation. The Declarant hereby reserves the right to designate as a Common Facility any portion of the Community, or any improvement or facility, existing or contemplated, other than a Unit owned by a Unit Owner other than Declarant, as described in this Declaration and/or the Plats and Plans, as they may be amended from time to time, without the consent of the Association, or any Unit Owner, or holder or insurer of any Security Interest in any Unit, or any other party whatsoever. Without limiting the generality of the foregoing, the Declarant hereby designates the following portions of the Community as Common Facilities:

4.1.1. All open space areas and any easements, landscaping and/or improvements thereon, not located within Unit boundaries; and

4.1.2. All portions of any retaining walls (including, without limitation, boulder walls and brick walls) and fences not located within Unit boundaries. Declarant reserves the right (subject to all applicable governmental requirements) to relocate, modify and/or eliminate any such retaining walls and/or fences as may be necessary or desirable for the orderly and safe development of the Community and provided that Declarant complies with all applicable governmental permits and approvals in relation thereto; and

4.1.3. All permanent stormwater facilities, including without limitation, the Stormwater Management Facilities, swales, storm basins, storm piping and appurtenances, not located within Unit boundaries; and

4.1.4. All roadways, private streets, access drives, common driveways, and street signage ("Roadways") within the Community and the common sidewalks, curbs, landscaped areas, street lights and Beauty Strips not located within a Unit and abutting Roadways, unless and until such time as the Roadways, or any portion thereof, are offered to and accepted for dedication by the Township; and

4.1.5. All alleys within the Community, more particularly described on the Plats and Plans ("Alleys") and the common sidewalks, curbs, landscaped areas, street lights, and Beauty Strips abutting an Alley and not within or abutting a Unit; and

4.1.6. Community Amenities, if any, constructed upon any portion of the Common Facilities, which may include a pool and community center; and

4.1.7. Portions of the Walking Trails constructed upon any portion of the Common Facilities shall be owned, managed, operated by, and Maintenance of which will be the responsibility of, the Association; and

4.1.8. Community entrance and street signage and associated landscaping and/or lighting, not located within Unit boundaries. All such facilities located outside of the Community (by way of illustration and not limitation, the Coolsprings Drive Landscaping Island) shall be designated Controlled Facilities; and

4.1.9. All portions of any Building containing Type E Units that are not within Unit boundaries (by way of illustration and not limitation, the exterior of any Building containing Type E Units); and

4.1.10. Any other portion of the Community designated as Common Facilities on the Plats and Plans, as they may be amended.

Section 4.2. Community Amenities. Common Facilities may include Community Amenities. With respect to any Community Amenities within the Community that may be designated by the Declarant, the Association reserves the right to (i) establish and charge reasonable fees to the Unit Owners for use of the Community Amenities, (ii) establish a schedule for such use by Unit Owners, and (iii) regulate hours of operation of such Community Amenities.

Section 4.3. [Reserved]

Section 4.4. Parking. Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages. Permanent and temporary parking upon any Alley, as defined in Section 4.1.5 hereof, is strictly prohibited. Parking areas or spaces in the Community (other than those located within Unit boundaries or designated as Limited Common Elements appurtenant to specific Units), if any, are Common Facilities available to Non-Residential Unit Owners, as well as visitors, guests and invitees of Unit Owners, Non-Residential Unit Owners, and other third parties on a first come-first served basis, subject to the rights of the Executive Board: (i) to promulgate Rules and Regulations regarding their use, (ii) to assign spaces to Unit Owners without allocating such spaces as Limited Common Elements, and (iii) to allocate spaces as Limited Common Elements as permitted by Section 3.2 above. Notwithstanding the foregoing, Residential Unit Owners may park their vehicles in the driveways appurtenant to their Unit or along any Roadway within the Community, provided that such parking shall:

(a) Not be upon any Alley, as defined in Section 4.1.5 hereof;

(b) Only occur in the driveways appurtenant to the Unit if the number of vehicles exceed the number of garage bays for such Unit; and

(c) Only occur along the Roadway if the number of vehicles exceed both the number of garage bays for such Unit and the driveway space appurtenant to the Unit.

Section 4.5. Conveyance to the Association. Declarant or Declarant's successor in interest to a Common Facility shall own the Common Facility until such time as it has been conveyed to the Association in accordance with this Section 4.5. Subject to the

last sentence of this Section 4.5, with respect to any Common Facility that is comprised of an improvement to be constructed by Declarant, after completion of the Common Facility, Declarant or any successor in interest to Declarant in the Common Facility shall lease, or convey fee simple title to the Common Facility, or shall transfer easements or other ownership rights, title and interests, to the Association by the later of (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or (b) the expiration of the Development Period. No Common Facility improvement shall be conveyed or leased to the Association before it has been completed unless a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided for the benefit of the Association by the Declarant or a successor to Declarant's interest in the Common Facility improvement, as the case may be. Any such third-party mechanism shall not expire until the Common Facility improvement has been completed. A Common Facility improvement shall be deemed "completed" upon the recording of a certificate, executed by an independent registered surveyor, architect or professional engineer stating that the Common Facility improvement is substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans and the Public Offering Statement and so as to permit the use of such Common Facility for its intended purpose. Upon conveyance of real property interests by Declarant to the Association, the Association shall be deemed to have accepted the conveyance of the Common Facility, and no agreement signed by the Association shall be required to evidence such acceptance or conveyance. Any uncompleted Common Facility improvements conveyed or leased to the Association shall be completed by the later of (a) the date of conveyance by Declarant of the last Unit the Declarant reserves the right to include in the Community, or (b) the expiration of the Development Period. Until such time as an uncompleted Common Facility improvement is completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility improvement and for all other expenses in connection therewith. The Association shall not be required to pay any consideration for any Common Facility, unless such facility is leased to the Association, in which case, the Association may be required to pay rent in accordance with any such lease. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights. Notwithstanding anything herein to the contrary, to the greatest extent permitted by law, any land comprising a Common Facility on which no improvement is required to be constructed by Declarant shall be deemed substantially complete upon recording of this Declaration and the related Plats and Plans, or amendments thereto, that identify such Common Facility and no separate assessed value shall be attributed to and no separate tax shall be imposed against such Common Facility in accordance with Section 5105(b) of the Act.

Section 4.6. Common Expense. Upon conveyance or leasing of a completed Common Facility to the Association, all costs and expenses associated with the operation, administration, and Maintenance of the Common Facility shall become a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests determined pursuant to the provisions of Section 2.1 and subject to Section 11.2 of this Declaration, and such Common Expense assessments shall be subject to the lien provisions set forth in Section 11.4 hereof. No Unit Owner may exempt himself from liability for payment of such Common Expenses by waiver of the use or enjoyment of the

Common Facilities, including any Community Amenities that constitute Common Facilities, or by abandonment of the Unit against which the assessments are made.

Section 4.7. Rules and Regulations. Reasonable Rules and Regulations concerning the regulation, management, operation and use of the Common Facilities may be promulgated from time to time by the Executive Board. Copies of the 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 thereto.

ARTICLE V

CONTROLLED FACILITIES

Section 5.1. Controlled Facilities. Without limiting the generality of Section 1.3.2 hereof, the Controlled Facilities shall include all of the following areas, and the improvements and/or facilities located therein other than those accepted for dedication to the public (except as may be specifically set forth to the contrary herein) or owned by a utility provider or governmental authority:

5.1.1. Any portion of any Unit designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Controlled Facility (including a Limited Controlled Facility) on the Plats and Plans or any amendment thereto, from time to time, including but not limited to:

(a) Any portion of any sidewalks (but not servicewalks), curbs and Beauty Strips, including street trees and street lighting, located on or abutting any Roadways, other than those located on the Common Facilities.

(b) All stormwater management/drainage, sanitary sewer, water, wetlands, access or other easement areas located within a Unit as shown on the Subdivision and Land Development Plan and/or the Plats and Plans from time to time. Declarant reserves the right to relocate, modify, eliminate or create such easement areas as may be necessary for the orderly and safe development of the Community, provided that if Declarant relocates, modifies, eliminates or creates any easement such that a Unit as developed differs from the Subdivision and Land Development Plan and/or the Plats and Plans as last amended, Declarant shall inform all prospective purchasers of such Units of any such change and shall provide such prospective purchasers with a plat of such Unit depicting the actual easement area(s) as constructed. All such easement areas shall be preserved by Unit Owners as initially constructed (or as relocated or modified by Declarant, as applicable). No Unit Owner shall be permitted to change the location, grade, or size or make any modifications to an easement area that could adversely affect the purpose or function of the easement area without the prior written consent of the Declarant during the Development Period or the Executive Board thereafter.

(c) All portions of any clear sight triangles located within a Unit as shown on the Subdivision and Land Development Plan and/or the Plats and Plans from time to time. As required by the Subdivision and Land Development Plan or as required by applicable law, no structures, landscaping or grading may be constructed, installed or performed within the area of a clear sight triangle which would obscure the vision of motorists.

(d) All portions of any retaining walls (including, without limitation, boulder walls and brick walls) and fences required to be installed by a governmental authority, including the Township (including, without limitation, all fences delineating wetlands or wetland easement areas, as may be required by the Pennsylvania Department of Environmental Protection or other governmental agency having jurisdiction thereover) located within Unit boundaries, as well as any other retaining walls and fences located within Unit boundaries and installed by Declarant. Declarant reserves the right (subject to obtaining all necessary governmental permits and approvals and complying with all applicable governmental requirements) to replace, relocate, modify and/or eliminate any such retaining walls and fences, as may be necessary or desirable for the orderly and safe development of the Community. Notwithstanding anything herein to the contrary, the Association shall not be responsible for any fence or retaining wall installed by a Unit Owner.

(e) All improvements and facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed, if any, including without limitation: (i) street lights; (ii) fire hydrants; (iii) storm sewer inlets; (iv) landscaping; (v) street, traffic and stop signs, and other directional or informational signage; (vi) lighting; (vii) monumentation; (viii) pedestrian paths that serve as common sidewalks; and (ix) other similar and dissimilar infrastructure and Community facilities.

(f) All permanent Stormwater Management Facilities, including without limitation, infiltration basins, infiltration beds, swales, inlets, rain gardens, storm basins, storm basin fencing, roof drains, storm piping and related appurtenances and any other PCSM BMPs located upon a Unit, if any.

5.1.2. All portions of the Walking Trails situate on Units or portions of the Project Property outside the Community.

5.1.3. Any other portion of the Community designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

5.1.4. To the extent that the Association has Maintenance, insurance and/or other obligations in connection therewith, any easement areas and facilities constructed therein that benefit the Community but that are located on lands not part of the

Community, if any, for so long as the Association's obligations in connection therewith continue.

5.1.5. All portions of the Stormwater Management Facilities located outside of the Community or situate in public rights of way.

5.1.6 The pedestrian crossing(s) (if any) across Mars Road, allowing for pedestrian ingress and egress from the Community to the sidewalk on the opposite side of Mars Road from the Community, together with any striping, signage, and lighting serving the pedestrian crossing(s).

5.1.7 The 25' landscaping easement area along either side of the road leading from the Coolsprings Drive roundabout to the Community, as more particularly set forth in that certain Restrictive Covenant and Easement Agreement between Declarant, Crescent Strand Partners, LLC, Sippel Enterprises, LP, and Cranberry Real Estate Holdings, LLC, dated August 4, 2022, effective August 11, 2022, and recorded with the Recorder's Office as Instrument No 202208180017883 ("Development Easement").

5.1.8. The Coolsprings Drive Landscaping Island is a Controlled Facility only as to the Association's obligation to Maintain the landscaping thereon (unless and until such time as the Coolsprings Drive Landscaping Island, or any portion thereof, is offered to and accepted for dedication by the Township), together with any other obligations as may be created in relation to the Coolsprings Drive Landscaping Island pursuant to the Development Easement (including, but not limited to, landscaping and Maintenance of trees, Beauty Strips, and signage adjacent to the roundabout and along the Roadway leading from the roundabout to the Property).

5.1.9. Individual U.S. Postal Service cluster mailboxes serving one (1) or more, but fewer than all, of the Units and located within Unit boundaries shall be Limited Controlled Facilities to be maintained by the Association.

Section 5.2. Easements, Leases, Licenses and Concessions. Subject to compliance with all applicable governmental requirements, the Association shall have the right to grant easements, leases, licenses and concessions on, over, through or under the Controlled Facilities as permitted by Sections 5302(a)(9) and 5302(b) of the Act, provided however, that any such grant that would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the owner of that Unit. Notwithstanding the foregoing, the Association shall have the right to offer easement rights or other property rights in and to the Roadways within the Community for dedication to public use, and/or to convey real property interests to a utility provider or municipal authority without the consent of any Unit Owner or any other party whatsoever.

ARTICLE VI

ARCHITECTURAL CONTROL AND APPEARANCE

Section 6.1. Architecturally Controlled Improvements. "Architecturally Controlled Improvements" shall mean:

(a) any improvement, alteration, modification or addition to (i) any land comprising a Unit or portion thereof; and/or (ii) the exterior appearance of any structure or other improvement located on a Unit or comprising a portion of a Unit (including, without limitation, any changes to the interior of any structure or improvement that can be seen from the exterior of such structure or improvement); and/or

(b) any improvement, alteration, modification or addition, whether exterior or interior to (i) any improvement on a Unit, or (ii) any improvement comprising part or all of a Unit, that may impair the structural integrity or mechanical systems or lessen the support of, or otherwise materially adversely affect, any other Unit or any Common Element.

By way of illustration and not limitation, any of the following shall be an Architecturally Controlled Improvement: addition or alteration of a garage; patio cover; shed; storage building; roofed, covered, enclosed or partially enclosed shelter of any kind; solar panel; outdoor fireplace; outdoor kitchen, outdoor grill area or outdoor food preparation facility; garden (except as otherwise provided in the remainder of this Section 6.1), pole, wire, rope or other fixture, appliance or apparatus upon which laundry is hung or exposed (unless fully enclosed in a structure and not visible from the exterior of such structure); dog house, kennel or dog run; play house, play structure, play equipment, whether or not affixed or secured to the ground, including, without limitation, a basketball hoop, swing set, hockey net, skateboard ramp, and pool; hot tub; fountain; pond; fence; privacy wall; gate; exterior display structure of any kind; exterior lighting fixture or illumination device or source; antenna or exposed electrical or electronic wire or line (unless fully enclosed in a structure and not visible from the exterior of such structure); and any item hung, painted or displayed on the outside of any part of a structure, including on any window, door, exterior wall or roof. Further, any alteration or modification to any material, color or other item changing the exterior appearance of any building, fence, wall or other structure or any portion thereof shall also be an Architecturally Controlled Improvement. The foregoing list of items is for illustration purposes only and the inclusion of any specific item on the list shall not mean or imply that such item is or shall be permitted.

Notwithstanding anything herein to the contrary, the following shall be excluded from the definition of Architecturally Controlled Improvements: (i) any initial improvement, alteration, modification or addition constructed by or on behalf of Declarant prior to or in conjunction with the sale of a Unit to an initial Unit Purchaser; (ii) any improvement, alteration, modification or addition constructed by or on behalf of Declarant on a Common Element of the Community; (iii) any outdoor cooking or food preparation item that is portable, and that when not in use, is stored in a fully enclosed structure; and (iv) one or more flower and/or vegetable gardens maintained on a Unit that, in the aggregate, do not exceed three hundred (300) square feet in area.

Further, it is the intent of the Declarant that this Section 6.1 shall be liberally construed and interpreted such that the Architectural Control Committee is given maximum flexibility to control the visual appearance of the Community.

Section 6.2. Architectural Control Committee. The power of review and approval (or disapproval) of any and all Architecturally Controlled Improvements shall be vested solely in the Architectural Control Committee, which shall be an independent body. The Architectural Control Committee shall be comprised of three (3) members appointed by the Executive Board, except as otherwise provided in Section 6.3 below. The members of the Architectural Control Committee need not be Unit Owners or occupants of the Community. Each calendar year, the members of the Architectural Control Committee shall be appointed for a term of one (1) year or for the remainder of the then current calendar year, whichever is less, and in the event of termination of any member of the Architectural Control Committee, the appointment of a successor or replacement member for the remainder of such member's term, shall be by the majority vote of the members of the Executive Board, except as otherwise provided in Section 6.3 below.

The Architectural Control Committee also has the power to promulgate rules and regulations establishing procedures to be followed with respect to matters requiring its approval, to adopt a schedule of reasonable fees that may be charged in conjunction with an Application, as hereinafter defined, and to promulgate architectural and aesthetic standards and policies, provided that any of the foregoing shall not be effective unless and until thirty (30) days advance notice thereof is provided to the Unit Owners.

If for any reason, a court of competent jurisdiction determines that some or all of the rights vested in the Architectural Control Committee are not enforceable, such rights found to be unenforceable shall automatically and without further amendment to this Declaration be vested in the Executive Board of the Association as of the date of the decision of the applicable court.

Section 6.3. Appearance Control Period. The "Appearance Control Period" shall mean the time period commencing on the Effective Date of this Declaration and expiring on the earlier of (a) the date on which the last dwelling Unit that may be created within the Community is conveyed by the Declarant or a successor declarant under this Declaration or (b) the date designated by Declarant in a written notice to the Executive Board. Declarant shall have the right to deliver the said written notice to the Executive Board without the consent of any party whatsoever.

Notwithstanding anything herein to the contrary, during the Appearance Control Period, Declarant shall have the right in its sole and absolute discretion to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, all members of the Architectural Control Committee. Subject to the right of Declarant, in its sole and absolute discretion, at will, to remove and replace Declarant-appointed members, with or without cause, the terms of such appointed members of the Architectural Control Committee shall be for the period from appointment until termination of the Appearance Control Period.

Section 6.4. Application, Review and Approval. Prior to commencing or permitting the commencement of any Architecturally Controlled Improvement, a Unit Owner shall submit a request for approval to the Architectural Control Committee at the address designated by the Architectural Control Committee in the records of the Association. Any Unit Owner application shall not be complete unless it is accompanied by plans and construction documents, describing and showing in reasonable detail, the proposed

Architecturally Controlled Improvement, including, without limitation, applicable dimensions, materials and colors to be used, grade changes, siting, and landscape changes, as applicable (collectively, an "Application").

Any Application and any additional information requested by the Architectural Control Committee shall be deemed received by the Architectural Control Committee on the date on which a member of the Architectural Control Committee provides written acknowledgment to the Unit Owner applicant that it has received the Application. Within thirty (30) days after receipt of the Application, the Architectural Control Committee shall render its decision on any Application or shall request additional information in writing. If additional information regarding the Application is requested by the Architectural Control Committee, the Architectural Control Committee shall have thirty (30) days from the date of receipt of the additional information to render its decision on the Application. If an Application is approved, it may be approved with conditions, and in such case, the Architecturally Controlled Improvement shall be deemed approved subject to the applicant's compliance with such conditions. If an Application is disapproved, the reasons for such disapproval shall be provided. Any disapproval shall be without prejudice to the right of the applicant to resubmit an Application for approval, in which the applicant addresses the reasons for the prior disapproval. If a written decision is not mailed to the Unit Owner applicant by the end of the applicable thirty (30) day period, the Application shall be deemed disapproved.

Section 6.5. Enforcement. Any Unit Owner, by acceptance of its deed for its Unit, acknowledges and agrees that any use of its Unit in violation of the provisions of this Article VI, including, without limitation, any Architecturally Controlled Improvement constructed, installed, placed, or maintained on a Unit without the approval of the Architectural Control Committee (a "Nonconforming Improvement"), shall be removed or corrected in its entirety, within fifteen (15) days after notice to said Unit Owner of such Nonconforming Improvement from the Executive Board. Such notice shall be mailed to the occupant of the Unit via certified mail, return receipt requested, or overnight courier service, or shall be delivered by hand to an adult resident or occupant of the Unit. If there is no mailing address for the Unit at the time the written notice is provided, then such other address as the Association may have for the Unit Owner may be utilized.

If the Unit Owner does not cause the Nonconforming Improvement to be removed or corrected in its entirety within the fifteen (15) day period, the Executive Board shall have the right to do so, at the sole cost and expense of the Unit Owner. Any Unit Owner, by acceptance of its deed for its Unit, grants to the Executive Board an easement, license and the authority to cause such Nonconforming Improvement to be removed at the Unit Owner's expense. Notwithstanding any provision in this Declaration to the contrary, the Executive Board shall not have the right to commence removal or correction of any Nonconforming Improvement which would result in the material alteration or demolition of any building or other structure unless and until judicial proceedings to restrain violation or attempted violation or to recover damages for such violations or attempted violations shall be instituted by the Association.

Section 6.6. Liability. Neither the Association, the Executive Board (including any committees thereof), the Architectural Control Committee, nor any officer or agent thereof shall be liable, in damages or otherwise, to anyone in connection with the

approval or disapproval of any Application or for the consequences of such approval or disapproval. Neither the Association, the Executive Board (including any committees thereof), the Architectural Control Committee, nor any officer or agent thereof shall be responsible for determining the safety or structural soundness of any Architecturally Controlled Improvement or its compliance with applicable laws, ordinances, regulations, or building codes. The establishment of a mechanism for the approval of Applications for Architecturally Controlled Improvements is for the sole purpose of protecting certain aesthetic standards within the Community for the benefit of the Unit Owners and is not intended for the protection of the health and safety of Unit Owners, occupants, or any other person or entity.

Section 6.7. Limitations on Application. The provisions of this Article VI shall not apply to the Declarant in the exercise of any Special Declarant Right or in the initial construction of dwellings or other structures or improvements of any kind anywhere within the Community. Furthermore, the provisions of this Article VI shall not apply to any builder in the initial construction of a dwelling or other structures or improvements upon or within a Unit.

Section 6.8. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 11.5 and 11.6 of this Declaration and to compliance with the approval process in this Article VI and all applicable governmental requirements, the Executive Board may make any Architecturally Controlled Improvements and any other alterations to the Common Elements which, in its judgment, it deems necessary or advisable.

Section 6.9. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to the use, occupancy, construction, improvement, modification and Maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board or the Association or the Architectural Control Committee. The Architectural Control Committee's approval of a Unit Owner's proposed Architecturally Controlled Improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvement in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Architectural Control Committee that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Executive Board, the Association or the Architectural Control Committee shall be liable for any defects in any plans or specifications approved by the Architectural Control Committee, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless and defend all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 7.1. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Community, the Units and Common Elements shall be Maintained by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

Section 7.2. Common Elements. The Association shall Maintain the Common Elements, except any portions thereof to be Maintained by the Unit Owners pursuant any express provision of this Declaration. By way of illustration and not limitation, the Association shall Maintain the following:

- (a) Any retaining walls and fences required to be installed by the Township or other governmental authority having jurisdiction thereover (including, without limitation, all boulder walls and fences delineating Stormwater Management Facilities) that are Common Facilities or Controlled Facilities;
- (b) Certain yard areas, Beauty Strips, sidewalks, driveways, service walks and other walkways appurtenant to Type B Units, Type C Units, Type D Units, and Type E Units more particularly described in Sections 3.1.2 and 3.1.3 hereof;
- (c) Fences installed along the common side yards and the rear of certain Type B Units and Type D Units;
- (d) The exterior components (including, but not limited to, porches, decks, stoops, landings, stairs and railings) and all finishing materials, including roofing and siding, and appurtenances thereto including soffits, eaves, vents, gutters and downspouts, paint applied to enclosing components including doors, and all exterior lighting fixtures whether attached to the structure or free standing (such as post lights) of Type E Units, but specifically excluding all doors and windows;
- (e) The completed Roadways more particularly described in Section 4.1.4 hereof, unless and until such time as the Roadways, or any portion thereof, are offered to and accepted for dedication by the Township;
- (f) The completed Alleys more particularly described in Section 4.1.4 hereof;
- (g) All street trees and street lighting more particularly described and identified in the Plats and Plans;

- (h) Common Element open spaces, including all sidewalks, curbs and Beauty Strips (including street trees and street lighting) located thereon;
- (i) All Belgian Block Curbing located within the Community;
- (j) The landscaping and all related improvements of and upon the Coolsprings Drive Landscaping Island and the 25' easement on either side of the road leading from the Coolsprings Drive roundabout to the Community;
- (k) Certain Stormwater Management Facilities and PCSM BMPs more particularly described in Section 7.7 hereof; and
- (l) Community signage and artwork.

Section 7.3. Units and Limited Common Elements. Each Unit Owner shall Maintain, at his own expense, all portions of his Unit and any Limited Common Elements appurtenant thereto, except to the extent that any portions thereof is expressly allocated in this Declaration to be Maintained by the Association. By way of illustration and not limitation, at all times (before and after acceptance of dedication by the Township) the sidewalks, curbs and Beauty Strips, including street trees and street lighting located on or abutting a Unit (excluding those items located on Common Element open space) shall be maintained by the Unit Owners, except to the extent that any portion of Maintenance thereof is expressly allocated in this Declaration to be Maintained by the Association.

7.3.1. Without limiting the generality of the foregoing, for all Type B Units, Type C Units, Type D Units, and Type E Units, the Association shall have the limited responsibility of the reasonably practical removal of snow from, and the reasonably practical treatment for ice accumulation of, individual Unit driveways, Limited Common Element sidewalks abutting the Unit, and Limited Common Element walkways. With the exception of the foregoing, all other Maintenance of Limited Common Element walkways abutting the Unit, and other steps, stoops, patios, porches and decks located on a Type B Unit, Type C Unit, Type D Unit or Type E Unit, if any, shall be the sole responsibility of the Unit Owner of such Unit.

7.3.2. Notwithstanding anything in this Declaration to the contrary, the responsibility of the Association for the removal of snow and for treatment for ice accumulation shall be limited to the reasonably practical removal of snow exceeding a nominal amount and the reasonably practical removal or treatment of ice at reasonably practical intervals during snowfalls and/or freezing conditions. The Executive Board shall have the authority to determine the amount of snow which shall be deemed nominal and the intervals for snow and/or ice removal and/or treatment deemed to be reasonably practical.

Section 7.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for the reasonable cost of repair of any damage to the Common Elements or to any other Unit caused by such Unit Owner's failure to properly Maintain any portion of his Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. If the Owner of a Unit containing Controlled Facilities which the Unit Owner is responsible to Maintain pursuant to the Community Documents

fails to Maintain such Controlled Facilities, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such Controlled Facilities, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 below. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his Unit caused by the Association's failure to properly Maintain any portion of the Common Elements or any portion of a Unit or the Limited Common Elements appurtenant thereto which is to be Maintained by the Association.

If the Owner of a Unit containing landscaping (including lawns, plantings such as ground cover, shrubs, bushes and trees) which the Unit Owner is responsible to Maintain pursuant to the Community Documents fails to Maintain such landscaping, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such landscaping, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 below.

Section 7.5. Chart of Maintenance Responsibilities. A Chart of Maintenance Responsibilities may be promulgated by the Executive Board from time to time upon sixty (60) days advance notice to Unit Owners. If promulgated, the Executive Board shall also have the right to amend, supplement and/or replace the Chart of Maintenance Responsibilities at any time and from time to time upon providing each Unit Owner with sixty (60) days advance notice of such amended, supplemented and/or replaced Chart of Maintenance Responsibilities. The Chart of Maintenance Responsibilities is not intended to describe or encompass every Maintenance function or to delineate all respective responsibilities among the Unit Owners and the Association. Instead the Chart of Maintenance Responsibilities is intended to supplement this Declaration and provide representative examples of the respective responsibilities of the Association and the Unit Owners with respect to Maintenance of the Units, Common Elements (Common Facilities and Controlled Facilities) and Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities).

Section 7.6. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Community, including the right to enter a Unit for any proper purpose, at reasonable times and in a reasonable manner, upon such notice to an affected Unit Owner, if any, as shall be reasonable under the circumstances. In case of an emergency, no such notice is required and the right of entry shall be immediate, whether or not the Unit Owner is present at the time. By way of example and not of limitation, any authorized person shall have the right to enter upon any portion of the Community for the purpose of correcting any condition threatening the health or safety of occupants of the Community, or damage to a Unit or the Common Elements; for the purpose of performing installations, alterations, maintenance or repairs; for the purpose of reading, maintaining, repairing and/or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities under this Article VII, including without limitation the verification and/or correction of any Unit Owner's performance hereunder.

Section 7.7. Stormwater Management Facilities. The Community is subject to the PCSM Documents and the easements, Maintenance obligations and restrictive

covenants contained therein. The PCSM Documents impose obligations on Declarant and its successors and assigns, as well as current and future owners of portions of the Community, with respect to the long-term Maintenance of the post construction stormwater management best management practices ("PCSM BMPs"). The PCSM BMPs shall be maintained in good working order in accordance with the specific Maintenance requirements set forth in the PCSM Documents, all applicable local, state and federal requirements and laws and this Declaration, or any amendment hereto.

Upon the (i) completion of a Stormwater Management Facility and (ii) to the extent applicable, approval of the permittee's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, the Declarant's responsibilities and/or obligations with respect to such Stormwater Management Facility shall cease and it shall be deemed that the Association and/or Unit Owners, as applicable, shall become responsible for compliance with the Stormwater Management Facility's permit terms and conditions, including long-term operation and maintenance of applicable PCSM BMPs in accordance with applicable requirements. On and after such deemed transfer of responsibility by Declarant to the Association and/or Unit Owners, the responsibility for performing all Maintenance obligations with respect to each Stormwater Management Facility within or serving the Community, including, without limitation, day to day mowing, maintenance, inspection, repair and replacement of each Stormwater Management Facility shall be allocated between the Association and the Unit Owners as follows:

(a) Unit Owners of Type A Units shall be responsible, at their respective sole cost, for performing day to day mowing, Maintenance and inspection (but not repair or replacement) of all Stormwater Management Facilities located on their respective Units. Consistent with the Association's responsibilities set forth under Section 3.1.2, the Association shall be responsible for performing day to day mowing, Maintenance and inspection of all Stormwater Management Facilities located on Type B Units and Type C Units and appurtenant to Type D Units.

(b) The Association shall be responsible for performing (i) repairs and replacements to all Stormwater Management Facilities located on Units within the Community; and (ii) all Maintenance obligations for all Stormwater Management Facilities located on Common Facilities within the Community. The costs thereof shall be allocated as set forth in the then-current budget of the Association. Notwithstanding the foregoing, if the Executive Board determines that it is in the best interest of the Community to cause the Association to perform day to day mowing, maintenance and inspection of the Stormwater Management Facilities on one or more Units, the Association may assume such responsibility for any or all of the Stormwater Management Facilities on one or more Units and the costs thereof shall be assessed against the benefitted Unit Owner(s) as a Limited Common Expense allocated to the Unit(s) as set forth in Section 11.3 hereof.

No further instrument or agreement shall be necessary to enforce the obligations herein against Unit Owners and the Association, as applicable, because they are successors-in-title to Declarant and will take title subject to and be bound by the PCSM Documents and this Declaration, including, without limitation, this Section 7.7. Notwithstanding the

foregoing, if required by any governmental authority in order for Declarant's NPDES Permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified, or for Declarant to be released from liability thereunder, each Unit Owner and the Association shall, upon written request from Declarant, do, execute, acknowledge and deliver, all such further acts, deeds, consents, joinders, assignments, acknowledgements, transfers, conveyances, powers of attorney and assurances as may be required by any governmental authority to better assign, transfer, grant, assure, acknowledge and confirm to the applicable governmental authority the obligations of each Unit Owner and the Association pursuant to the PCSM Documents and this Declaration or to cause the NPDES Permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified and to cause Declarant to be released from liability thereunder (such obligations of each Unit Owner and the Association being the "Obligations"). Further, each Unit Owner and the Association, within fifteen (15) days after written request from Declarant, shall satisfy their respective Obligations at no cost or expense to Declarant or any other party. If any Unit Owner or the Association fails to timely satisfy its Obligations (such party being the "Defaulting Party"), which Obligations are covenants running with the land, Declarant may seek specific performance to enforce the Obligations and/or exercise any and all other rights and remedies available at law or in equity (an "Enforcement Action"). All costs, fees and expenses, including, without limitation, attorneys' fees, filing fees, court costs and expert fees, incurred in any manner by Declarant in enforcing the Obligations against the Defaulting Party shall be reimbursed by the Defaulting Party to Declarant within thirty (30) days after a request therefor. For avoidance of doubt the reimbursement obligation of the Defaulting Party to the Declarant shall not be limited to the costs, fees and expenses related to any court action but shall also include costs incurred by Declarant in relation to any negotiations and/or settlement discussions between the Declarant and the Defaulting Party.

Section 7.8. Rights of Township. Notwithstanding anything herein to the contrary, the Community Documents (including, without limitation, this Declaration and all future amendments hereto) are subject and subordinate to the Subdivision and Land Development Plan, and PCSM Instrument, and nothing in the Community Documents, as may be amended from time to time, shall be construed or interpreted to limit, amend or otherwise modify any rights of the Township or any other applicable governmental authority thereunder. In the event there is a conflict between a provision of this Declaration and a provision of the Subdivision and Land Development Plan or PCSM Instrument, the Subdivision and Land Development Plan and/or PCSM Instrument, as applicable, shall control. At all times the Township shall have all rights and remedies available to it pursuant to the Pennsylvania Municipalities Planning Code and Act.

If the Association shall fail to maintain those portions of the Common Elements (including Controlled Facilities, as applicable) for which it is responsible, in safe order and condition, within the Community, the Township may serve written notice upon the Association, setting forth the details of any such deficiencies. The notice shall require that such deficiencies in Maintenance be cured within thirty (30) calendar days and shall state the date and place of hearing thereon which shall be held within fourteen (14) calendar days of the notice.

At such hearing, the Township may modify the terms of the original notice and may give an extension of time within which the deficiencies shall be cured. If the deficiencies, as

finally described, shall not have been cured within said thirty (30) calendar day period, or any extension thereof, the Township, in order to preserve the taxable values of the Community and to prevent the Common Elements from becoming a public nuisance, may enter upon such Common Elements and maintain the same for a period of one (1) year. Said entry and Maintenance by the Township shall not vest the public with any rights to use the Common Elements.

Prior to the expiration of the one (1) year period, the Township shall, upon its initiative or upon the request of the Association, call a public hearing with notice to the Association, at which hearing the Association shall show cause why such Maintenance by the Township, at the election of the Township, should not continue for an additional year. If the Township shall determine that the Association shall resume the Maintenance responsibilities for the Common Elements, then the Township shall cease its Maintenance activities at the end of the initial year. If the Township shall determine that the Association shall not resume the Maintenance of the Common Elements, then, at the Township's discretion, the Township may continue its Maintenance activities during the next succeeding year, and, subject to a similar hearing, a determination for each year thereafter shall be made. The decision of the Township in each such case shall constitute a final administrative decision subject to judicial review.

If the Township shall assume Maintenance activities for all or any portion of the Common Elements in accordance with this Section 7.8, the costs of same shall be assessed as a Common Expense assessment in accordance with the provisions of Article XI hereof and the Act and shall be enforceable as such, including, but not limited to, the lien provisions set forth in Section 11.4 below. In the alternative, the Township shall have the right to impose a Municipal Lien (see, 53 P.S. §7106, as amended) against the Association and/or the Unit Owners for the costs incurred by the Township, together with any other amounts collectible by the Township under the Pennsylvania Municipal Lien Law, as amended from time to time.

The rights of the Township set forth in this Section 7.8 are imposed consistent with the requirements of the Pennsylvania Municipalities Planning Code and shall be construed consistent with the rights of the Association with respect to the imposition of assessments, the creation of liens for same, and the collection of same as provided herein or in the Act.

Notwithstanding anything herein to the contrary, this Section 7.8 shall not be amended by any party without the express written consent of the Township.

ARTICLE VIII

EASEMENTS

Section 8.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including without limitation, an unrestricted right of ingress and egress to and from his Unit over any Roadways and Alleys constructed within the Community until or unless the same are accepted for dedication by the Township, subject nevertheless to the Executive Board's right to promulgate Rules and Regulations concerning the use and enjoyment of the

Common Facilities. In addition to such and in supplementation of the easements provided for and created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created or described, as applicable:

8.1.1. Declarant's Use for Sales Purposes. As permitted by Section 5217 of the Act, the Declarant and Declarant's designees shall have the right to maintain one or more sales offices, management offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by the Declarant, even if such Units are under contract with a Third Party Purchaser. The Declarant reserves the right to place models, management offices and/or sales offices on any portion of the Common Facilities or in a Unit in such a manner, or such size and number and in such locations as the Declarant deems appropriate. The Declarant may from time to time relocate models, management offices and/or sales offices to different locations within the Community notwithstanding that the Community Documents may otherwise preclude such use in those locations.

8.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including the Township and any applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Community. The easements created in this Subsection 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 (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection, 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 by the Declarant, or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

8.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Units and/or Common Facilities not improved with Buildings for the purpose of constructing, maintaining, replacing and correcting facilities for the drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities. The easement created by this Subsection 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 purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable, unless such removal is part of the correction.

8.1.4. Declarant's Reservation of Easements and Right to Grant Easements. An easement on, over and under all portions of the Community not improved with Buildings is hereby established for the benefit of Declarant, or any designee of Declarant, for all purposes relating to the construction, development, leasing and sale of

improvements on any other real estate owned by Declarant or a designee of Declarant. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. The Declarant further reserves the right for itself and its designee to subject any portion of the Community not located within a Building to easements, and to grant, sell and convey easements for the purpose of benefiting the Community and/or any tract of land adjacent to or near the Community including without limitation, the Apartment Tract. Without limiting the generality of the preceding sentence, the Declarant or its designee may subject the Community to access easements, storm water management easements and/or utility easements to be used by or jointly with adjoining or nearby properties, as well as easements for the common use and enjoyment of the Walking Trails and open space facilities in the Community. In the event that Declarant grants one or more easements to benefit real estate not within the Community or any person not an owner or occupant of the Community, then the Declarant may, in its sole discretion, require that the owner of the benefited real estate or the person benefiting from the easement shall share on a pro rata basis in the costs of maintaining, repairing and/or replacing such easements and/or any facilities or improvements constructed therein.

8.1.5. Apartment Tract Reciprocal Easement. The Community is subject to, and benefits from, all applicable easements created pursuant to the Apartment Tract Reciprocal Easement in accordance with the terms and conditions set forth therein.

8.1.6. Easements in Favor of Units Benefited. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements; provided that such installation, repair, maintenance, use, removal and/or replacement does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

(b) For the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element as initially constructed by Declarant.

8.1.7. Easement for Structural Support. To the extent necessary, each Unit within a Building shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in

favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

8.1.8. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units (including any Controlled Facilities) and the Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the exterior of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of Maintenance for which they are responsible, and to perform such items of Maintenance on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its reasonable discretion; (ii) for inspection and Maintenance of any portion of a Unit for which the Association is responsible, the Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, (iv) for inspection, verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX hereof; and (v) for discharging all obligations of the Association for PCSM BMPs, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Subsection.

8.1.9. Unit Owner's Use for Construction Purposes. Upon obtaining the prior consent of the Executive Board, a Unit Owner shall have a nonexclusive access easement through the Common Facilities as may be reasonably necessary for the purpose of construction, repair or renovation of such Unit Owner's Unit, subject, however to the requirements of this Declaration, including but not limited to, Articles II, VI, VII and IX, and provided that the exercise of such easement rights shall not adversely affect the use and enjoyment of the Common Facilities by other Unit Owners or the Association. The Association shall have the rights and powers granted to an association by the provisions of Section 5218 of the Act. A Unit Owner who exercises the easement rights hereunder, whether directly or indirectly through an agent, servant, contractor or employee, shall have the obligation to promptly return any portion of the Common Elements damaged by the exercise of the easement under this section to the appearance, condition and function which existed prior to the exercise of the easement rights hereunder, or to reimburse the Association for all reasonable costs, fees and expenses incurred by the Association to return any portion of the Common Elements so damaged to the appearance, condition and function which existed prior to the exercise of the easement rights granted hereunder.

8.1.10. Easement of Access and Passage. A non-exclusive easement of access and passage is hereby granted and conveyed on, over and across all Roadways and Alleys within the Community for the purpose of ingress, egress and regress (i) to and from all portions of the Community and (ii) between the Community and the Roadways that serve the Community, for the benefit of the Declarant, all residents of the Project Property, the Association, and their respective agents, contractors, employees, tenants, occupants of their Units, guests, and invitees, as well as for the benefit of public safety personnel such as police, fire and rescue personnel, and emergency medical personnel; service providers such as trash collectors; delivery vehicles; school buses; mail delivery personnel; and other similar persons or entities providing services to the Community or the Project Property

(collectively, "Benefited Persons"). To the extent that any sidewalks are located within the rights of way of such Roadways and Alleys, Declarant hereby grants and conveys a non-exclusive easement of access and passage upon, through, over and across such sidewalks for the benefit of Benefited Persons for ingress, egress and regress to and from all portions of the Community and between the Community and Roadways serving the Community.

8.1.11. Easement Regarding Promotional Activities. During such time as the Declarant, or any affiliate of or related party to the Declarant or any builder or other party designated by Declarant is conducting construction activities within the Community or the Project Property, the Declarant reserves unto itself and its designees an easement to enter onto and use any Common Facilities owned or Maintained by the Association, including the Community Amenities, for the purpose of having promotional events related in any manner to the Community or the Project Property, including without limitation, grand opening events, open house events, holiday events, community events, and other events (whether private or open to the public) that Declarant, in its sole discretion, believes will be likely to increase sales within the Community or the Project Property or otherwise benefit the nature and character of the Community or Project Property (the "Promotional Easement"). Declarant's (or its designee's) exercise of the Promotional Easement shall be (i) at no cost and expense to the Association or the Unit Owners; and (ii) conditioned upon Declarant or its designee, as applicable, causing the Common Facilities utilized for the event to be cleaned of debris caused by the exercise of the Promotional Easement rights. The said easements shall be utilized, maintained, repaired and replaced pursuant to any requirements set forth on the Subdivision and Land Development Plan or set forth in any applicable governmental approval, and in accordance with all applicable local, state and federal requirements and laws.

8.1.12 Easement for Walking Trails. The Walking Trails are hereby made subject to a nonexclusive easement for the benefit of the general public for recreational purposes. The use of the Walking Trails by the public shall not be permitted unless and until the Walking Trails are completed, and the use thereof shall be at the user's sole risk. The Walking Trails shall be used solely for pedestrian walking, jogging and running purposes and for recreational biking purposes, if and to the extent permitted by the Executive Board. The use of the Walking Trails by the general public shall be subject to such rules and regulations as may be promulgated by the Executive Board from time to time and to modification or termination of such easement and use rights pursuant to this Declaration or any amendment to this Declaration.

ARTICLE IX

RESTRICTIONS

Section 9.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant, shall have the same rights and duties that are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

9.1.1. Permitted Use. Residential Units in the Community, with the exception of any Units during the time period when they are being used by the Declarant (or its designee, which may include a builder) as a model or sales or management office, are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Additionally, no Units are or may be owned in time-share estates. Notwithstanding the foregoing, a Unit Owner or occupant may also use a Residential Unit for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of the Township in which the Unit is located and with the Rules and Regulations promulgated by the Executive Board, as the same may be amended from time to time. In the event of a dispute regarding permissible business activities upon a Unit, the decision of the Executive Board shall be final, binding and conclusive. No vehicle, equipment or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Residential Unit for any trade, business or other commercial purpose. Non-Residential Units may be used for any proper non-residential purpose; provided that any such use conforms with applicable zoning regulations and with the Rules and Regulations promulgated by the Executive Board, as the same may be amended from time to time.

9.1.2. No Unlawful Purposes; Laws and Ordinances. No Unit Owner may use or occupy or permit his Unit to be used or occupied for any prohibited or unlawful purpose. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and Maintenance of any Unit, including any improvements or facilities erected thereupon.

9.1.3. Unit Condition. Each Unit Owner shall be solely responsible for maintaining his Unit in a clean, sanitary, safe and attractive condition, in accordance with the allocation of responsibilities set forth in this Declaration, any Chart of Maintenance Responsibilities (as it may be amended from time to time), and all Rules and Regulations in effect from time to time.

9.1.4. Landscaping Materials; Landscaping Maintenance. Except as otherwise approved by the Architectural Control Committee, all landscaping on Units shall consist of natural materials, e.g., shrubs, trees, bushes, rocks, etc., and shall not include any artificial or man-made articles, e.g., statues, figures, birdbaths, windmills, etc. All landscaping on a Unit shall be established and maintained:

(a) free of unsightly weeds and free of dead grasses, shrubs, plantings and trees; and

(b) such that there shall be no soil erosion of the landscaped area; and

(c) such that grass areas of Units shall not have grasses which exceed four inches (4") in height.

9.1.5. Fences. A Unit Owner shall not be permitted to construct a fence, or hedges or mass groupings of shrubs, trees or other planting which could be a visual barrier comparable to a fence, anywhere within the Community without the prior

written approval of the Architectural Control Committee. Notwithstanding the foregoing, Declarant or its contractors or designees shall be permitted to install temporary construction fencing within the Community as may be necessary to ensure safe and orderly construction activities, and permanent fencing as may be required for the safe development of the Community, or as Declarant may deem desirable. No Unit Owner or occupant shall alter or remove any fencing installed anywhere within the Community by Declarant, including without limitation, any fencing constructed upon any portion of the Common Facilities and any privacy fencing appurtenant to a Unit.

9.1.6. Temporary Facilities. No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes. Nothing herein shall prohibit the placement on any Unit by Declarant of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on such Unit.

9.1.7. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted in any Unit, and no animals shall be housed or maintained on any Common Element (including any Limited Common Facility). No animals shall be kept, bred or maintained anywhere within the Community for commercial purposes. All pet owners shall immediately clean up, remove and discard in a proper receptacle all animal excrement produced by his pet and shall otherwise obey all pet Rules and Regulations promulgated by the Executive Board from time to time.

9.1.8. Swimming Pools and Hot Tubs. No swimming pool or hot tub shall be constructed, placed or maintained upon any Residential Unit unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to Section 6.1 of this Declaration.

9.1.9. Laundry. No poles, wires, ropes or other fixtures or appliances or portion thereof upon which laundry is hung or exposed shall be erected, placed or maintained upon any Unit unless the same shall have been approved as an Architecturally Controlled Improvement pursuant to Section 6.1 of this Declaration.

9.1.10. Firewood; Tanks. Wood or any other material which is capable of being used for fuel in a fireplace, stove, or similar heating device shall not be stored on any Unit outside of a structure on said Unit. Tanks for the storage of any liquid or gas shall not be installed, placed or maintained on any Unit excepting only fuel tanks which are attached to and are part of a cooking appliance and while such appliance is in use.

9.1.11. Satellite Dishes; Antennas.

(a) As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Receptions Devices ("OTARDS") rule (the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Subject to Subsections 9.1.11 (b), (c) and (d) below, certain OTARDS shall be permitted

to be installed within certain portions of the Community upon approval of the Architectural Control Committee.

(b) Notwithstanding Subsection 9.1.11 (a) above and in lieu thereof to the extent permitted by the FCC, the Declarant shall have the right to install one or more OTARDS on or within any Common Facility portion of the Community as it deems appropriate, for the purpose of making the benefit of such facilities available to Unit Owners in the Community. Any such facilities installed to benefit Unit Owners shall be a Common Element if benefiting solely the Community, and the costs and expenses of operation, installation, and Maintenance shall be a Common Expense, allocated in accordance with the provisions of Section 11.3 hereof.

(c) This Section 9.1.11 shall apply in all respects to all OTARDS installed by tenants or other non-owner occupants of a Unit.

(d) In the event that any of the provisions of this Subsection 9.1.11 contradict any rules, rulings or determinations of the Federal Communications Commission or any other agency having jurisdiction as are then in effect, the then-current rules, rulings, or determinations of the FCC or such other agency having jurisdiction shall prevail. It is the intent of this Section 9.1.11 that it shall comply in all respects with applicable governmental statutes, regulations, rules, rulings and/or determinations.

9.1.12. Use of Streets. All Roadways and Alleys within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and their invitees. Roadways and Alleys shall not be used for storage or as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited. The Roadways and Alleys shall further not be used for the storage of topsoil, stone, mulch, construction materials or other items, provided, however, that Declarant may store such items on the Roadways and Alleys in connection with Declarant's construction activities. Permanent and temporary parking upon any Alley, as defined in Section 4.1.5 hereof, is strictly prohibited. Parking within any Roadway shall be in accordance with Section 4.4.

9.1.13. Use of Common Facilities. There shall be no obstruction of the Common Facilities. Nothing may be constructed, placed or stored on the Common Facilities without the prior consent of the Executive Board. Nothing may be done on the Common Facilities that would in any way interfere with the use and enjoyment of any other Unit Owner or occupant within the Community. The Executive Board may impose additional restrictions on the use of the Common Facilities as it deems necessary or advisable.

9.1.14. Drainage. No Unit Owner shall interfere with, or permit, suffer, or cause the interference with, the established drainage pattern over any portion of the Community. For the purpose hereof, "established drainage" is defined as the drainage that will occur at the time the overall grading, landscaping and paving of the Units and Common Facilities is completed, including, but not limited to, within any stormwater drainage areas.

9.1.15. Signs. No sign, advertising poster or billboard of any kind shall be displayed to the public view in or on any Residential Unit without the prior written consent of the Architectural Control Committee, except for signs established or used by the Declarant or its designee, including without limitation directional signs and promotional signs, and signs to advertise Units for sale or rent. Notwithstanding the foregoing, until such time as Declarant shall have sold one hundred percent (100%) of the Units which may be created in the Community to Third Party Purchasers, no Unit Owner of a Residential Unit shall be permitted to place any sign upon the exterior of his Unit for the purpose of advertising the Unit for sale or rent, except that a Unit Owner may place one (1) sign on the interior of any front window of the dwelling which may visible from the exterior of the Unit for the purpose of advertising the Unit for sale or rent, provided that such sign complies with any provisions governing signs contained in the Rules and Regulations or as otherwise promulgated by the Architectural Control Committee. The Owner of a Non-Residential Unit shall have the right to place signage (i) on doors and windows comprising part of, or appurtenant to, such Non-Residential Unit; and (ii) on the exterior of such Non-Residential Unit and/or the structure containing such Non-Residential Unit, provided that the size of any such signage shall comply with all of the requirements of the local, county and state authorities having jurisdiction thereover.

9.1.16. Nuisances; Hazardous Activities. No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Unit. All garbage, trash and recycling must be disposed of in a proper manner consistent with all applicable regulations of Cranberry Township and any other governmental entity with jurisdiction over the Community. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted on or about the Units or Common Elements, except trash or debris left at curbside for trash collection purposes. No garbage, trash or recycling containers shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash and on the evening prior to that day. No trash or recycling containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Trash and recycling containers may not be placed curbside before dusk on the day immediately before the designated pick-up day and must be removed by the end of the designated pick-up day. No activities shall be conducted anywhere in the Community which are or might reasonably be unsafe or hazardous to any person or to property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Community, and no open fires shall be lighted or permitted in the Community except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designated interior fireplace. No hunting of any type shall be permitted in the Community.

9.1.17. Motor Vehicles. The parking and storage of commercial vehicles, recreational vehicles, trailers, boats and similar vehicles is prohibited in all portions of the Community. As used herein, "commercial vehicles" shall mean any truck with a gross vehicle weight (truck plus rated payload) of 10,000 pounds or greater, and such other vehicles of a commercial nature as reasonably determined by the Executive Board. Notwithstanding the previous sentence, (i) the Declarant shall be permitted to keep commercial vehicles in the Community in conjunction with the development thereof and the construction of Units; and (ii) commercial vehicles may be temporarily parked in the Community in connection with deliveries, work by contractors and other non-permanent

uses; and (iii) one (1) commercial vehicle of not more than one (1) ton payload capacity may be stored in the attached garage of a Unit. Motor vehicle repairs shall not take place in any portion of the Community, except wholly within a garage attendant to a Unit.

9.1.18. Limitations on Application of Restrictions. The restrictions set forth in this Section 9.1 shall not apply to the Declarant, a builder, a successor Declarant or their respective agents or employees, during the course of construction of improvements upon any portion of the Community, to the extent that the restrictions would interfere with such construction.

9.1.19. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use, operation and enjoyment of any portion of the Community, may be promulgated from time to time by the Executive Board, subject to the right of the Association to thirty (30) days' notice of such Rules and Regulations. Copies of the 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 thereto.

Section 9.2. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 9.1. All such requests may be decided by the Executive Board without prior submission from any other party, including any other Unit Owners. The Executive Board shall answer any written waiver request within sixty (60) days after receipt of the request. Failure to do so within such time shall not constitute approval by the Executive Board of the proposed action. The Executive Board shall review waiver requests in accordance with the provisions of the Community Documents and may request additional documentation from the Unit Owner to assist in its review of any waiver request. By way of illustration and not limitation, the Executive Board may request documentation of a disability and/or a disability-related need claimed as part of a waiver request pursuant to the Assistance and Service Animal Integrity Act. This waiver process shall be in addition to, and not in lieu of, the approval process that is required to be made to the Architectural Control Committee with respect to any Architecturally Controlled Improvements.

Section 9.3. Alterations and Improvements. All alterations and improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county, or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements, including without limitation, the obligation to obtain any required governmental permits and/or approvals, shall rest with the Unit Owner. Any alterations or improvements (including, without limitation, any Architecturally Controlled Improvements) made by or on behalf of a Unit Owner will not, under any circumstances, create any liability on the part of the Association, Declarant, Executive Board or any of its members of any of the foregoing (other than the Unit Owner making such alteration or improvement, or causing such alteration or improvement to be made) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner.

Section 9.4. Alternate Dispute Resolution. Pursuant to Section 5322(a) of the Act, a Unit Owner In Good Standing may file a complaint with the Bureau of Consumer Protection in the Office of the Attorney General for a violation by the Declarant or the Association of Sections 5308 (relating to meetings), 5309 (relating to quorums) and 5310 (relating to voting; proxies) (each of the foregoing being a "Qualifying Allegation"), subject, however, to the remainder of this Section 9.4 and the terms and conditions set forth in Section 5322 of the Act. If a Unit Owner In Good Standing provides a written request to the Association that it desires to proceed with the Alternate Dispute Resolution procedure set forth in the Bylaws related to a Qualifying Allegation, and thereafter the procedure cannot be applied because all other parties (including, without limitation the Association) related to the Qualifying Allegation have not consented to the procedure (as required by Section 5321(b)(2) of the Act), the Unit Owner In Good Standing making such Qualifying Allegation may immediately file a complaint with Consumer Protection in the Office of the Attorney General. If, however, all other parties related to the Qualifying Allegation have consented to the procedure, then a complaint with Consumer Protection in the Office of the Attorney General shall not be filed by a Unit Owner In Good Standing until the earlier of (i) the date on which the Unit Owner In Good Standing has exhausted the Alternate Dispute Resolution procedure without a resolution being reached; or (ii) the date that is the hundred-and-first (101st) day after the alternate dispute procedure has commenced without a resolution.

Nothing in this Section 9.4 shall be construed to affect or impair the right of a Unit Owner, the Declarant or the Association to pursue a private cause of action or seek other relief in accordance with the Community Documents and as authorized by law.

Section 9.5. Pattern Book Disclosure. Any Third Party Purchasers of a Unit within the Community are hereby put on notice that a copy of the Pattern Book is filed with the Township. However, upon the request of any potential purchaser of a Unit owned and being sold by the Declarant, the Declarant shall provide such potential purchaser the opportunity to review a copy of the Pattern Book.

ARTICLE X

LEASING

Section 10.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

10.1.1. All leases and rental agreements shall be in writing;

10.1.2. No lease or rental agreement for a Residential Unit shall be for an initial term of less than twelve (12) months;

10.1.3. All leases and rental agreements shall state that they are subject to the requirements of the Community Documents and the Association;

10.1.4. A Unit Owner shall deliver a copy of the Declaration, Bylaws, Chart of Maintenance Responsibilities (if any) and Rules and Regulations (if any), or otherwise make copies thereof available to the Unit Owner's tenant at the time any lease or

rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to any of such documents received by the Unit Owner during the term of the lease shall be forwarded by the Unit Owner to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit or otherwise make such amendment(s) available to the tenant;

10.1.5. The rights of any tenant of a Unit shall be subject to, and each tenant shall be bound by the Community Documents, and a default thereunder shall constitute a default under the lease;

10.1.6. Notwithstanding that a lease may require the tenant to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provision shall not relieve the Unit Owner of his obligation for payment of same in the event that the tenant fails to do so;

10.1.7. A Unit Owner shall provide the Executive Board with the name(s) of the tenants, the address of the leased Unit, if a Residential Unit, the number of occupants of the Unit, such other information in connection with the lease as may reasonably be required by the Executive Board, and a copy of the receipt referred to in Section 10.1.4 within thirty (30) days after execution of the lease; and

10.1.8. A Unit Owner intending to lease his Unit shall provide his new mailing address, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit.

Section 10.2. Exceptions. The provisions of this Article X shall not apply to Units leased or subleased by the Declarant, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES; INITIAL ASSESSMENT; CAPITAL IMPROVEMENT FEE

Section 11.1. Definition of Common Expenses. Common Expenses shall include:

11.1.1. Expenses of administration and Maintenance of the Common Elements, subject to the provisions of Section 11.2 hereof;

11.1.2. Expenses declared to be Common Expenses by the Community Documents or the Act;

11.1.3. Expenses agreed upon as Common Expenses by the Association;

11.1.4. Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Units or

Common Elements or to any other real or personal property acquired or held by the Association; and

11.1.5. In the event that the consumption of one or more utility services by the Units (as distinguished from the consumption of such services by the Common Facilities) shall be billed to the Association in the aggregate, the cost of such services consumed by each Unit, as measured by sub-meter(s) installed by or on behalf of the Association, and a nominal administrative fee to cover the cost of meter reading and utility invoicing, shall be Limited Common Expenses allocated to such Unit; provided however, that if the consumption of each Unit of any of such services is not measured by a sub-meter, then the cost of such services shall be charged as Common Expenses against each Unit in accordance with the applicable Unit's Allocated Interest.

Section 11.2. Apportionment of Common Expenses; Interest.

11.2.1. Subject to the provisions of Subsection 11.2.2 hereof, Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined as set forth in Article II hereof in the case of General Common Expenses, and in accordance with Section 11.3 below in the case of Limited Common Expenses. In the event that the Community is merged or consolidated with one or more additional communities, as described in Section 19.3 hereof, the Allocated Interests shall be modified as described in Subsection 19.3.2 hereof. As set forth in Section 5314(b) of the Act, any past due assessment or installment thereof shall bear interest at the rate established by the Association, provided that such rate shall not exceed fifteen percent (15%) per year.

11.2.2. As permitted pursuant to Subsection 11.3.2 below, until an Unimproved Unit becomes an Improved Unit, the Unit Owner of such Unimproved Unit shall be entitled to pay a reduced assessment for Common Expenses, as determined by the Executive Board, whose determination shall be final. That reduced assessment shall be an amount equal to the projected Common Expense assessment for a Unit, less those items not then benefiting the Unit. Notwithstanding anything herein to the contrary, upon an Unimproved Unit becoming an Improved Unit, the foregoing reduced assessment provision shall no longer be applicable even if all improvements on a Unit are thereafter demolished or removed for any reason.

Section 11.3. Special Allocations of Expenses (Limited Common Expenses).

11.3.1. Any Common Expense associated with the Maintenance of a Limited Common Element shall be assessed in equal shares against the Unit(s) to which that Limited Common Element was assigned at the time the expense was incurred.

11.3.2. Any Common Expense benefiting one or more, but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

11.3.3. Any Common Expense for services provided by the Association to an individual Unit shall be assessed against the Unit that benefits from such services.

11.3.4. Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in

proportion to their Common Expense liabilities, subject to the provisions of Section 5319(c) of the Act.

11.3.5. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, his guests, invitees or other occupants of such Unit, the Association may assess the expense exclusively against his Unit.

11.3.6. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner are enforceable as assessments under Section 5315 of the Act and may be charged to such Unit Owner as Limited Common Expense assessments.

11.3.7. If any Common Expense benefits solely a particular group of Units and not all Units, a Unit's share of Common Expense Liability shall be modified in accordance with the following and any other exceptions set forth elsewhere in this Declaration:

(a) For Common Expenses benefitting solely Residential Units, each Unit's share of such Common Expenses shall be calculated based on the said Unit's Residential Allocated Interest pursuant to Section 2.1.3(a) hereof.

(b) For Common Expenses benefitting solely Non-Residential Units, each Unit's share of such Common Expenses shall be calculated based on the said Unit's Non-Residential Allocated Interest pursuant to Section 2.1.3(b) hereof.

(c) With respect to Common Expenses for maintenance, repair and replacement of Common Element components of Buildings containing Type E Units ("Type E Expenses"), Type E Units that are Residential Units shall be assessed twenty-five (25%) percent of the aggregate of the Type E Expenses, and Type E Units that are Non-Residential Units shall be assessed seventy-five (75%) percent of the aggregate of the Type E Expenses. Further, Type E Units that are Residential Units shall each be assessed an equal share of the twenty-five (25%) percent of the Type E Expenses. Type E Units that are Non-Residential Units shall each be assessed a proportionate share of the seventy-five (75%) percent of the Type E Expenses based on the square footage of each Non-Residential Unit.

Section 11.4. Lien.

11.4.1. The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes due. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest and reasonable costs and expenses of the Association, including legal fees, incurred in connection with

collection of any sums due to the Association by the Unit Owner or the enforcement of the provisions of the Community Documents against the Unit Owner and charged pursuant to the Act and the Community Documents are enforceable as assessments under this Article XI. If an assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

11.4.2. Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments, or to a judgment obtained for obligations secured by any such mortgage, or to liens for real estate taxes and other governmental assessments or charges against the Unit.

11.4.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien under this Section 11.4 is required.

11.4.4. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 11.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

11.4.5. Nothing in this Section 11.4 shall be construed to (a) prohibit actions to recover sums for which Subsection 11.4.1 and/or Section 5315 of the Act create a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

11.4.6. A judgment or decree in any action brought under this Section 11.4 shall include costs and reasonable attorney's fees for the prevailing party.

11.4.7. The Association's lien may be foreclosed in like manner as a mortgage on real property.

11.4.8. If a holder of a first mortgage or Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than no more than six (6) months of assessments that came due during the six months immediately preceding the date of the judicial sale, in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser.

11.4.9. Notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment, any payments received by the Association in the discharge of a Unit Owner's obligations may, at the discretion of the Executive Board, be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred by the Association in collection or enforcement and then to any delinquent assessment.

11.4.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 11.5. Budget Adoption. Budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and a notice describing any capital expenditure approved by the Executive Board to all Unit Owners. Unless a majority of all Unit Owners vote to reject the budget, or any capital expenditure approved by the Executive Board within thirty (30) days after such approval, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 11.5 and Section 5303(b) of the Act.

Section 11.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 11.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 11.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 11.7. Certificate of Payment of Common Expense Assessments. Upon receipt of a written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request, shall be binding on the Association, the Executive Board and every Unit Owner.

Section 11.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 11.2 and 11.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Special Assessments shall be due and payable in one or more installments and at such times determined by the Executive Board to be advisable.

Section 11.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 11.10. Commencement of Common Expense Assessments. Until the Association makes a Common Expense assessment, Declarant shall pay all expenses of the Community. After any assessment has been made by the Association, assessments

shall be made at least annually, based on a budget adopted at least annually by the Association.

Section 11.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

Section 11.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.13. Other Assessments.

11.13.1. Initial Assessment. Commencing upon the First Settlement and thereafter at the closing with each initial Third Party Purchaser, the Association shall collect from each such initial Third Party Purchaser an Initial Assessment in the amount set forth in the then current yearly budget for the Association, which amount may be used by the Association for any proper Association purposes, including for the general operation and Maintenance of the Community. The Declarant shall not use the Initial Assessment to defray any expenses with respect to the initial construction of the Common Elements or development of the Community for which the Declarant is obligated; however, the Initial Assessments may be used by the Association to offset any deficiencies in its budget. No amount paid hereunder shall be considered an advance payment of regular Common Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association upon the subsequent conveyance of his Unit or otherwise.

Section 11.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, respectively, shall, at the discretion of the Executive Board, (a) be credited to each Unit in accordance with Section 5313 of the Act and applied to subsequent assessments against each such Unit until exhausted; or (b) be included in the budget of the Association for the ensuing fiscal year of the Association, to be applied against the payment of Common Expenses, Limited Common Expenses, or to fund reserves. A reasonable amount of operating capital maintained by the Association shall not be deemed to be surplus funds as described in this Section 11.14.

Section 11.15. Association Records. During the period of Declarant control of the Association, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, for the period commencing on such date, a record for each Unit in the Community, including those owned by the Declarant, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 11.7 of the Declaration and Section 5407 of the Act (regarding resale of a Unit). All Association financial records and other Association records that do not contain confidential information pertaining to Unit Owners (such as social security numbers

or personal financial information, etc.) shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.16. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request therefor, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

Section 11.17. Capital Improvement Fee. Upon the resale of a Unit, the Association may impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act. Such fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit. Capital Improvement Fees allocated by the Association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. No fee shall be imposed on any gratuitous transfer of a Unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution as defined by the Housing Finance Agency Law. The Capital Improvement Fee imposed by the Association against each resale or retransfer of a Unit shall be the amount set forth in the then current yearly budget for the Association, subject nevertheless to the limitations set forth in Section 5302(a)(12) of the Act.

ARTICLE XII

DECLARANT CONTROL OF THE ASSOCIATION AND SPECIAL DECLARANT RIGHTS

Section 12.1. Control of the Association.

12.1.1. The Executive Board shall initially consist of three (3) members. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest of:

(a) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant,

(b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business, or

(d) two (2) years after any development right to add new Units was last exercised.

12.1.2. Upon the expiration of Declarant Control Period, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

12.1.3. Notwithstanding the terms of Subsections 12.1.1 and 12.1.2 above, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Community to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board appointed by Declarant shall resign, and a replacement member shall be elected by Unit Owners other than the Declarant.

12.1.4. Within sixty (60) days after the termination of the period of Declarant control of the Association, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

12.1.5. Not later than ninety (90) days after the termination of the period of Declarant control of the Association, Declarant shall deliver to the Association a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records and the date of termination of the period of Declarant control of the Association, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association.

12.1.6. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 12.1.2 hereof, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 12.2. Special Declarant Rights. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 12.1 hereof, the Declarant reserves unto itself all Special Declarant Rights as defined in the Act. In addition, Declarant shall have the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be affected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

ARTICLE XIII

LIMITATION OF LIABILITY

Section 13.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board shall not be personally liable for monetary damages for any action taken or any failure to take any action by:

13.1.1. the Executive Board; or

13.1.2. the Executive Board of any Master Association with respect to any powers delegated by the Association to that Master Association pursuant to Section 5302(a)(18) of the Act, following such delegation.

Section 13.2. Indemnification of Members of the Executive Board and Officers of the Association.

13.2.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

13.2.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Association.

13.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 13.2.1 and 13.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

13.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 13.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such

person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

13.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (b) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

ARTICLE XIV

INSURANCE

Section 14.1. Association Insurance. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in Subsections 14.1.1 and 14.1.2 below, and in accordance with the provisions of Section 5312 of the Act. Any property or comprehensive general liability insurance carried by the Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

14.1.1. Property Insurance.

(a) The Association shall obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities, if any, to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part (if insurance for the Unit is not provided by the Association as described in Subsection (b) below), insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

(b) In the case of a Building containing Units having horizontal boundaries as described in this Declaration and/or on the Plats and Plans, if any, then, to the extent reasonably available, the Association's property insurance policy shall include the Units, but not any improvements and/or betterments installed by Unit Owners, in accordance with Section 5312(b) of the Act.

14.1.2. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance that complies with the requirements of Section 5312(a)(2) of the Act, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), 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 Elements. The policy may name any managing agent as an additional insured.

Section 14.2. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

14.2.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

14.2.2. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.

14.2.3. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

14.2.4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the Association's policy, the Association's policy is primary insurance not contributing with the other insurance.

14.2.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.3. Unit Owner Policies. Each Unit Owner shall obtain and maintain in effect at all times, property and liability insurance on his Unit as follows: (1) If not covered by insurance maintained by the Association pursuant to Subsection 14.1.1(b), property insurance on the Unit, including any insurable betterments or improvements constructed upon or installed within the Unit, insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Unit and improvements, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance 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 Unit in an

amount not less than Five Hundred Thousand Dollars (\$500,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board. The Executive Board shall provide all Unit Owners with written notice of any change in the amount of insurance required pursuant to this Section 14.3 no less than thirty (30) days before the effective date of the new requirement. A Unit Owner's insurance policies may cover losses to his Unit not covered by the insurance maintained by the Association due to a deductible provision or otherwise.

Section 14.4. Other Provisions. Insurance policies carried by Unit Owners pursuant to this Article shall provide that:

14.4.1. The Association shall be named as an additional insured party under all property insurance policies maintained by Unit Owners for the purposes set forth in Article 15 below.

14.4.2. The insurer waives its rights under the policy to subrogation against the Association.

14.4.3. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Common Expense assessments and reserve funds on deposit. The bond shall include a provision that calls for thirty (30) days' written notice to the Association before the bond can be canceled or substantially modified for any reason. However, if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 14.6. Workers' Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 14.7. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 13.2 hereof, if and to the extent available at a reasonable cost.

Section 14.8. Other Insurance. The Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 14.9. Premiums and Deductibles.

14.9.1. Insurance premiums for policies maintained by the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the Executive Board in accordance with Section 5314(c) of the Act.

14.9.2. Insurance premiums for policies maintained by a Unit Owner shall be the responsibility of the Unit Owner. If any insurance policy maintained by a Unit Owner contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible shall be the responsibility of the Unit Owner.

ARTICLE XV

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Unit Owner's Duty to Restore.

15.1.1. Units With a Party Wall or Party Walls.

(a) Subject to the provisions of Section 5312(h)(2) of the Act and Subsection 15.1.1(b) below, damage that is not "material damage," as defined in Subsection 15.1.1(b) below, to any portion of the Community for which insurance is required to be maintained by a Unit Owner of a Unit with a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense.

(b) Subject to the provisions of Section 5312(h)(2) of the Act, "material damage" to any portion of the Community for which insurance is required to be maintained by a Unit Owner of a Unit with a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association. The Association shall be responsible for adjustment of any such loss with the Unit Owner's insurance company, and for the rebuilding of the Unit, any other Units affected by such loss, and the Building of which the Unit is a part. The cost of repair or replacement of any portion of the Unit not covered by insurance due to the application of a deductible, or otherwise in excess of insurance proceeds, is the Unit Owner's expense, and the Association shall have the right to assess such expense against the Unit Owner in accordance with Section 11.3 above. For the purposes of this Subsection 15.1.1(b), "material damage" shall mean damage to the Unit or the Building of which the Unit is a part, that, in the reasonable judgment of the Declarant during the Development Period and the Executive Board thereafter, adversely affects

the structural, mechanical and/or aesthetic integrity of the Unit or the Building of which the Unit is a part, including, without limitation, any Party Wall or Perimeter Wall, the foundation, roof, siding or other material comprising or covering the exterior of any Perimeter Wall, or any portion of the electrical, mechanical, plumbing, ventilation or other systems that serve the Unit or the Building, or in any way affect any other Unit Owner's Unit. It is the intent of this Subsection 15.1.1(b) that responsibility for adjustment of the loss and repairing or rebuilding of the Unit and/or Building shall hereby be assigned to the Association in order to ensure that all portions of the Building affected by such material damage to a Unit or Units will be rebuilt to the same quality and standards of construction, expeditiously, efficiently, and in accordance with the architectural scheme established by the Declarant upon the initial construction of the Unit and/or Building. Although responsibility for repairing and/or rebuilding material damage is assigned to the Association, the cost of such repairing or rebuilding shall be paid from the proceeds of the Unit Owner's property insurance, and such proceeds shall be paid by the insurance company directly to the insurance trustee designated in the policy for that purpose, if any, or, in the absence of such designation, to the Association, in either case to be held in trust for the Unit Owner and such Unit Owner's mortgagee, as their interests may appear. Unit Owners and lien holders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Unit has been completely repaired or restored, or the Community is terminated.

15.1.2. Units Without a Party Wall or Party Walls. Subject to the provisions of Section 5312(h)(2) of the Act, any portion of the Community for which insurance is required to be maintained by a Unit Owner of Unit without a Party Wall or Party Walls under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense. All such repairs and replacements shall be subject to the approval of the Architectural Control Committee, to the extent the repairs and replacements involve an Architecturally Controlled Improvement.

Section 15.2. Association's Duty to Restore. Subject to the provisions of Section 5312(h)(1) of the Act, any portion of the Community for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

15.2.1. Cost. With respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration, except for the costs of repair or replacement which are not covered due to deductibles, the cost of repair or replacement in excess of insurance proceeds and reserves which have not been identified by the Executive Board to fund costs of capital expenditures budgeted for the current fiscal year of the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim

which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be a Common Expense levied by the Executive Board in accordance with the provisions of Section 5314(c) of the said Act.

15.2.2. Plans. The Community must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the Community and which have been approved by the Architectural Control Committee and the Township.

15.2.3. Replacement of Common Elements. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

15.2.4. Insurance Proceeds. Any loss covered by a property policy maintained by the Association pursuant to Subsection 14.1.1(b) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units (to the extent that Association policies cover damage to Units), and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Community has been completely repaired or restored, or the Community is terminated.

15.2.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not any portion of the damaged or destroyed Community is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

15.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, the Executive Board, and the trustee, if any, shall obtain and may rely upon an attorney's certificate of title or a title insurance certificate, based on a search of the land records of the county in which the Community is located, from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.

ARTICLE XVI

AMENDMENTS TO DECLARATION

Section 16.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XX, XXI and XXII of this Declaration, or by the Association pursuant to Section 16.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 16.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 16.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in every county in which any portion of the Community is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 16.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 16.5. Special Declarant Rights. Provisions in this Declaration creating or modifying Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.6. Corrective 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, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, or to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or Association, or to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents or employees, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Community, 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 Section 16.6 and Section 5219(f) of the Act.

ARTICLE XVII

AMENDMENTS TO BYLAWS

Section 17.1. Amendments to Bylaws. Prior to expiration of the Declarant Control Period, the Declarant shall have the right to amend the Bylaws, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Upon expiration of the Declarant Control Period, the Bylaws may be amended only by a majority vote of the members of the Association, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 16.6.

ARTICLE XVIII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 18.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws, whenever the Community Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 18.2. Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing and shall be given no less than five (5) days before the hearing is to occur. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 18.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of any person or persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures

as were required for the original meeting. Otherwise, the decisions of the Executive Board are final.

ARTICLE XIX

POWERS OF THE ASSOCIATION

Section 19.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of an assessment against any Unit for Common Expenses and Limited Common Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged. Except as specifically provided in the Declaration or applicable law, the Executive Board has the power to act in all instances on behalf of the Association, including exercising the powers granted to the Association.

Section 19.2. Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.2.1 below, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to a Master Association, provided that any such assignment or delegation is made subject to the provisions of Section 5222 of the Act. The Association shall also have the right to serve as a Master Association, to accept any assignment or delegation of powers from one or more planned community or condominium associations, also provided that such acceptance or assignment is affected in accordance with and subject to Section 5222 of the Act.

19.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to a Master Association under Section 5222 thereof, or to cause the Association to accept the assignment or delegation of any of such powers from one or more planned community or condominium associations, without the consent of any Unit Owner or holder of any Security Interest in any Unit. These rights shall continue until the expiration of the Development Period, unless terminated prior to such date upon the filing of an amendment to this Declaration by the Declarant, confirming such termination. The Declarant expressly reserves the right to make or accept such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation.

Section 19.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.3.1 below, the Association shall have the power to merge or consolidate the Community with one or more other planned communities into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act.

19.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the expiration of the Development Period, unless

terminated prior to such date upon the filing of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation.

19.3.2. Restrictions. No assurances are made that the buildings and the Units that are part of other planned communities that may be merged or consolidated with the Community will be compatible in terms of architectural style, quality of construction, and materials with the Units in the Community. No assurances are made that the restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units in the other planned communities. No assurances are made regarding the exact configuration, description or location of any buildings, improvements, common elements or limited common elements that may be created in other planned communities. No assurances are made regarding the proportion of units to limited common elements that may be created in other planned communities. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than the maximum number of Units permitted by municipal requirements applicable to the communities being merged. The Community may be merged with one or more planned communities at any time, at different times, in any order, without imitation and without any requirement that any other planned community be merged with the Community at any time. In the event that the Community is merged with one or more additional planned communities as described in Subsection 19.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by: (1) converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community); and (2) multiplying the product by any applicable factor assigned by the Declarant, pursuant to Section 2.1 hereof. In the event that the Declarant does not merge or consolidate any other planned communities with the Community, the assurances contained in this Section 19.3 shall not apply in any way to any other planned communities or any portion thereof.

Section 19.4. Conveyance or Encumbrance of the Common Facilities. If Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant, agree, any one or more portions of the Common Facilities may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Facilities by the Association shall be affected in strict accordance with Section 5318 of the Act.

Section 19.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 19.4 hereof shall exercise its rights against the Common Facilities before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Facilities, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. No other property of a Unit Owner is subject to the claims of creditors of the Association. Any Unit Owner may have his Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a

lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

ARTICLE XX

CONVERTIBLE REAL ESTATE

Section 20.1. Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described on **Exhibit D** attached hereto. There are no other limitations on this option to convert Convertible Real Estate. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Convertible Real Estate in Declarant's sole discretion. For any Additional Real Estate added to the Community as Convertible Real Estate, the provisions of Article XXII shall govern. Until expiration of the Development Period, upon receipt of a written request from the Township, the Declarant shall provide a copy of any recorded amendment to this Declaration recorded prior to the date of said written request, which converts all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof.

Section 20.2. Assurances. If the Convertible Real Estate is converted, no assurances are made regarding the actual Unit configuration, or the description or location of any Building or structure, or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than the maximum number of Units permitted by applicable governmental requirements, subject to amendment or modification of the Subdivision and Land Development Plan or two thousand (2,000), whichever is less, and some or all of which may be Non-Residential Units. No assurances are given that any Units created by the conversion of Convertible Real Estate or improvements constructed thereon will be compatible in quality of construction, materials or architectural style with the Units and improvements on other portions of the Community. With respect to any Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Residential Units shall apply to Residential Units created within the Convertible Real Estate. With respect to any Non-Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Non-Residential Units shall apply to Non-Residential Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible

Real Estate, nor to the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit created by the conversion of the Convertible Real Estate and the other existing Units shall be recalculated as required by Section 2.1 hereof.

ARTICLE XXI

WITHDRAWABLE REAL ESTATE

Section 21.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on **Exhibit D** attached hereto. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate unless Units were created within the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal. In the event that the Declarant withdraws all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Withdrawable Real Estate in Declarant's sole discretion. For any Additional Real Estate added to the Community as Withdrawable Real Estate, the provisions of Article XXII shall govern. Until expiration of the Development Period, upon receipt of a written request from the Township, the Declarant shall provide a copy of any recorded amendment to this Declaration recorded prior to the date of said written request, which withdraws all or any portion of the Withdrawable Real Estate.

Section 21.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Community in accordance with the provisions of this Declaration and such withdrawn real estate is not either dedicated and accepted by the Township or any other governmental authority or deeded to a Master Association, reciprocal easements, including, but not limited to the following, shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Community, on the other hand, to the extent that such easements are appropriate in the sole but reasonable discretion of Declarant:

21.2.1. A non-exclusive easement and right-of-way over, on, and upon any Roadways, Alleys, sidewalks, parking areas and other areas designed for pedestrian passage for ingress and egress to and from any Roadways serving the Community;

21.2.2. The right of access for the placement and Maintenance of utility facilities to serve any owner of any portion of the Community, including, inter alia, electrical, gas, telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

21.2.3. The right to use and gain access to existing utility facilities located on the Community, including, inter alia, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

21.2.4. The right to enter upon the Community at reasonable times for the purpose of laying, constructing, inspecting, Maintaining or removing said utility facilities.

Section 21.3. Declaration of Reciprocal Easements. Prior to withdrawing Withdrawable Real Estate that is not either dedicated to and accepted by the Township or any other governmental authority or deeded to a Master Association, the Declarant, without the consent of the Association or any Unit Owner, shall execute and record a Declaration of Reciprocal Easements creating the rights above and others as may be reasonably necessary, subject, inter alia, to the following conditions:

21.3.1. The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities.

21.3.2. Any party exercising the easement right to install utility facilities over, under or through the Community shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Community by the owners and occupants thereof.

21.3.3. The party exercising such easement right, at its sole cost, shall promptly restore the Community to its original condition.

21.3.4. The expense of operating and Maintaining any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors.

21.3.5. The party exercising any easement right shall indemnify and hold harmless all other owners within the Community and/or owners of the withdrawn Withdrawable Real Estate, as the case may be, from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted in this Section 21.3.

ARTICLE XXII

ADDITIONAL REAL ESTATE

Section 22.1. Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to add Additional Real Estate to the Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add all or portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on **Exhibit E** attached hereto. There are no other limitations on this option to add Additional Real Estate to the Community. Any Additional Real Estate added to the Community may be added as Convertible Real Estate and/or Withdrawable Real Estate subject to all of the provisions of Articles XX and XXI, inter alia, of this Declaration. Until expiration of the Development Period, upon receipt of a written request from the Township, the Declarant shall provide a copy of any recorded amendment to this Declaration recorded prior to the date of said written request, which adds all or any portion of the Additional Real Estate to the Community.

Section 22.2. Assurances. The Declarant makes no assurances as to the location and description of Units, improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be the maximum number of Units permitted by applicable municipal requirements, subject to further amendment or modification of the Subdivision and Land Development Plan or two thousand (2,000), whichever is less, and some or all of which may be Non-Residential Units. No assurance is given that any improvements to be constructed on the Additional Real Estate and the Units therein will be compatible in quality of construction, materials and architectural style with the Units and improvements in the Community. The Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit created in the Additional Real Estate and the Community shall be recalculated as required by Section 2.1 hereof. With respect to any Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Residential Units shall apply to the Residential Units created in the Additional Real Estate. With respect to any Non-Residential Units, all restrictions in this Declaration affecting use, occupancy and alienation of Non-Residential Units shall apply to the Non-Residential Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate not added or any portion thereof.

ARTICLE XXIII

TERMINATION OF THE COMMUNITY

Section 23.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, provided that at least eighty percent (80%) of the affirmative votes are allocated to Units not owned by the Declarant.

ARTICLE XXIV

INTERPRETATION

Section 24.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XXV

SEVERABILITY

Section 25.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

ARTICLE XXVI

EFFECTIVE DATE

Section 26.1. Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

ARTICLE XXVII

TRANSFER OF COMMERCIAL AREAS

Section 27.1. Transfer. Declarant shall have the right to convey one or more Non-Residential Units to the Association, at any time and from time to time, provided that such Units then being conveyed comply with the Requirements (as hereinafter defined) at

such time of conveyance. In order for the conveyance of one or more Non-Residential Units to occur, the following requirements ("Requirements") must be met at the time of conveyance of each such Unit: (i) the Unit must be conveyed by a special warranty deed to the Association, subject to any then existing lease, license or other occupancy agreement, and free and clear of monetary liens, claims, and encumbrances; (ii) the Unit shall be occupied by a tenant, subtenant, licensee or other occupant pursuant to a written lease, license, or other occupancy agreement; (iii) the annual rent, license fees, or other fees due under the applicable occupancy agreement by the occupant must be equal to or greater than the then current Common Expenses assessed against the Unit, and any real estate taxes assessed against the Unit subject to the conveyance; (iv) unless otherwise agreed to by the Executive Board and Declarant, the Association shall pay to Declarant at the time of transfer a purchase price for the Unit in an amount equal to the average of two appraisals (one of which will be performed by an appraiser selected by Declarant, and one of which will be performed by an appraiser selected by the Executive Board), and the cost of which appraisals are to be paid by Declarant; (v) the Declarant pays or causes to be paid the costs of preparation and recording of the special warranty deed, the real estate taxes due on the Unit through the date of conveyance, and any realty transfer taxes that may be assessed against the conveyance of the Unit to the Association; (vi) the Unit is then in a good and commercially reasonable condition; and (vii) the Association is given sixty (60) days prior written notice of the proposed transfer, which notice may be waived by the Association. The purpose of this Article XXVII is to provide the Declarant with the option, but not the obligation, to permit the Association to own and control Non-Residential Units because they will have an impact on, and are important to, the overall Community.

Section 27.2. Income and Costs. Upon conveyance of a Non-Residential Unit to the Association in accordance with the terms of this Article XXVII, the Association shall become a Unit Owner. All costs and expenses applicable to each Unit owned by the Association (including, without limitation, Common Expenses assessed against the Unit, Maintenance costs, and any real estate taxes assessed against the Unit), shall be included in the budget for the Association as a Common Expense allocated to all other Units of the Community not owned by the Association. Further, upon conveyance of a Unit to the Association in accordance with the terms of this Article XXVII, all rental income, if any, and other profits derived from the Unit shall be applied to the budget of the Association each year for the benefit of all Units in the Community in order to reduce the Common Expenses otherwise due by each Unit Owner (other than the Association).

Section 27.3. Effect. Notwithstanding anything herein to the contrary, by acceptance of a deed to any Unit within the Community, each Unit Owner acknowledges and agrees to the terms of this Article XXVII, including the obligations of the Association as the potential future Unit Owner of one or more Non-Residential Units. Further, under no circumstances shall the Association have the right to reject, or fail to accept, the deed of conveyance of a Non-Residential Unit, provided the Requirements related to such Unit have been met as of the date of the conveyance to the Association. Unless and until conveyed to the Association, neither the Association nor any Unit Owner of the Community shall have any right, title or interest in and to the Non-Residential Units created within the Community by virtue of this Article XXVII, and this Article XXVII shall not be construed in any manner as a right of first offer, a right of first refusal or any other option to purchase the Non-Residential Units by the Association, any Unit Owner, or any other party whatsoever.

[Signature page follows]

EXHIBIT A**LEGAL DESCRIPTION OF THE PROPERTY**

All that certain parcel of land, being Lot 14 in the Cranberry Springs Subdivision Plan created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 404, Page 49, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the northerly right of way line of Cool Springs Drive, variable width, at the line dividing Lot 14 in the Cranberry Springs Subdivision Plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 404, Page 49, and lands now or formerly of Cranberry Inn LP; thence from said point of beginning by the line dividing Lot 14 in said Cranberry Springs Subdivision Plan from lands now or formerly of Cranberry Inn LP and Lot 11, Lot 12, and Lot 13 in said Cranberry Springs Subdivision Plan N 01° 23' 48" W a distance of 659.04 feet to a point on the line dividing Lot 14 and Lot 13 in said Cranberry Springs Subdivision Plan; thence by the line dividing Lot 14 and Lot 13 in said Cranberry Springs Subdivision Plan the following ten (10) courses and distances:

N 25° 30' 57" W a distance of 6.04 feet to a point of curvature;
 in a northwesterly direction by a curve to the left having a radius of 392.79 feet through an arc distance of 93.21 feet, also having a chord bearing of N 32° 48' 30" W and a chord distance of 92.99 feet, to a point of reverse curvature;
 in a northwesterly direction by a curve to the right having a radius of 544.81 feet through an arc distance of 316.87 feet, also having a chord bearing of N 20° 59' 58" W and a chord distance of 312.42 feet, to a point of tangency;
 N 00° 14' 11" E a distance of 102.89 feet;
 N 00° 19' 48" E a distance of 55.33 feet;
 S 89° 52' 41" W a distance of 275.66 feet;
 N 00° 00' 00" E a distance of 184.53 feet;
 S 89° 53' 56" W a distance of 333.90 feet to a point common to Lot 9, Lot 13, and Lot 14 in said Cranberry Springs Subdivision Plan;

thence by the line dividing Lot 14 from Lots 9 and 1 in said Cranberry Springs Subdivision Plan N 01° 10' 56" W a distance of 534.58 feet to a point on the line dividing Lot 14 and Residual Parcel B in said Cranberry Springs Subdivision Plan; thence by the line dividing Lot 14 and Residual Parcel B in said Cranberry Springs Subdivision Plan the following nineteen (19) courses and distances:

S 77° 37' 04" E a distance of 61.32 feet;
 S 46° 22' 42" E a distance of 45.38 feet;
 S 54° 05' 42" E a distance of 27.58 feet;

S 76° 40' 40" E a distance of 25.46 feet;
 S 81° 04' 12" E a distance of 15.76 feet
 S 64° 30' 02" E a distance of 33.00 feet;
 S 81° 16' 12" E a distance of 64.22 feet;
 S 52° 58' 29" E a distance of 25.15 feet;
 N 44° 35' 02" E a distance of 15.97 feet;
 N 15° 56' 59" W a distance of 33.84 feet;
 N 03° 16' 38" E a distance of 13.73 feet;
 N 36° 21' 25" W a distance of 39.74 feet;
 N 44° 28' 34" W a distance of 56.49 feet;
 N 46° 53' 28" E a distance of 174.23 feet;
 N 01° 20' 25" E a distance of 100.69 feet;
 N 89°59' 55" E a distance of 288.83 feet;
 S 00° 00' 00" E a distance of 69.35 feet;
 N 90°00' 00" E a distance of 111.01 feet;
 S 70° 59' 35" E a distance of 38.49 feet to a point on the line dividing Lot 14 and Lot 15 in said Cranberry Springs Subdivision Plan;

thence by the line dividing Lot 14 and Lot 15 in said Cranberry Springs Subdivision Plan the following seventy (70) courses and distances:

S 00° 21' 14" W a distance of 326.81 feet;
 N 52° 07' 30" W a distance of 24.31 feet;
 N 19° 17' 17" W a distance of 24.04 feet;
 N 06° 08' 56" E a distance of 26.09 feet;
 N 90° 00' 00" W a distance of 32.08 feet;
 S 11° 21' 09" W a distance of 14.44 feet;
 S 38° 04' 08" E a distance of 40.46 feet;
 S 45° 56' 21" W a distance of 119.41 feet;
 N 48° 40' 53" W a distance of 20.49 feet;
 S 16° 38' 20" W a distance of 10.63 feet;
 S 22° 27' 28" E a distance of 122.78 feet;
 S 63° 44' 42" E a distance of 22.07 feet;
 N 41° 43' 48" E a distance of 19.15 feet;
 N 60° 53' 40" E a distance of 22.76 feet;
 N 79° 43' 24" E a distance of 17.41 feet;
 N 65° 02' 27" E a distance of 22.07 feet;
 S 87° 08' 24" E a distance of 24.99 feet;
 N 82° 02' 31" E a distance of 80.68 feet;
 S 32° 56' 44" E a distance of 54.16 feet;
 S 13° 54' 56" E a distance of 32.97 feet;
 S 00° 36' 49" W a distance of 55.74 feet;
 S 51° 56' 33" E a distance of 12.47 feet;
 N 44° 15' 06" E a distance of 16.35 feet;
 N 24° 34' 04" E a distance of 30.95 feet;
 S 28° 02' 19" E a distance of 146.47 feet;
 S 41° 05' 00" W a distance of 75.26 feet;
 S 11° 16' 07" W a distance of 16.59 feet;
 S 41° 17' 40" E a distance of 85.10 feet;
 S 01° 47' 54" W a distance of 33.97 feet;
 S 15° 42' 36" E a distance of 24.45 feet;
 S 47° 15' 14" E a distance of 35.48 feet
 S 05° 10' 45" W a distance of 35.99 feet;

S 12°44' 09" E a distance of 52.59 feet;
 S 11° 19' 13" E a distance of 85.13 feet;
 S 67° 46' 25" E a distance of 36.50 feet;
 S 10° 00' 38" E a distance of 15.71 feet;
 S 72° 59' 08" W a distance of 29.75 feet;
 N 73° 20' 14" W a distance of 24.15 feet;
 N 81° 52' 49" W a distance of 28.62 feet;
 S 73° 42' 36" W a distance of 22.02 feet;
 S 51° 14' 25" W a distance of 28.75 feet;
 N 76° 46' 46" W a distance of 19.25 feet;
 N 69° 10' 26" W a distance of 28.73 feet;
 S 46° 55' 19" W a distance of 12.10 feet;
 S 74° 36' 18" W a distance of 27.67 feet;
 S 04° 55' 35" W a distance of 18.69 feet;
 S 38° 03' 48" E a distance of 8.19 feet;
 N 78° 56' 22" E a distance of 18.88 feet;
 S 85° 34' 30" E a distance of 26.00 feet;
 S 64° 36' 55" E a distance of 10.16 feet;
 S 87° 15' 54" E a distance of 27.35 feet;
 N 85° 08' 26" E a distance of 27.54 feet;
 S 67° 23' 42" E a distance of 37.62 feet;
 S 26° 12' 53" E a distance of 16.94 feet;
 S 62° 29' 24" E a distance of 65.68 feet;
 S 49° 02' 06" E a distance of 70.05 feet;
 S 06° 00' 44" W a distance of 44.63 feet;
 S 16° 21' 11" W a distance of 18.75 feet;
 S 65° 32' 58" E a distance of 19.59 feet;
 S 29° 18' 59" W a distance of 56.59 feet;
 S 35° 28' 12" W a distance of 33.04 feet;
 S 43° 17' 57" E a distance of 32.57 feet;
 S 24° 34' 44" E a distance of 23.08 feet;
 S 03° 46' 51" E a distance of 16.45 feet;
 S 60° 26' 08" E a distance of 38.86 feet;
 S 06° 43' 01" W a distance of 76.06 feet;
 S 74° 29' 36" W a distance of 10.01 feet;
 S 14° 52' 24" E a distance of 35.20 feet;
 S 38° 40' 16" E a distance of 80.59 feet;
 S 21° 00' 40" E a distance of 53.20 feet to a point on the northerly right of way line
 of said Cool Springs Drive;

thence by the northerly right of way line of said Cool Springs Drive the following three (3) courses and distances:

in a southwesterly direction by a curve bearing to the left having a radius of 355.00 feet through an arc distance of 35.60 feet, also having a chord bearing of S 52° 00' 18" W and a chord distance of 35.58 feet to a point of tangency;
 S 49° 08' 00" W a distance of 193.63 feet to a point of curvature;
 in a southwesterly direction by a curve bearing to the right having a radius of 1,770.00 feet through an arc distance of 348.54 feet, also having a chord bearing of S 54° 46' 28" W and a chord distance of 347.98 feet, to a point at the line dividing Lot 14 in said Cranberry Springs Subdivision Plan and said lands now or formerly of Cranberry Inn LP, at the point of beginning.

Containing 1,077,264 Square feet or 24.73 acres.

BEING a portion (Parcel No. 2) of the same property which Cranberry Real Estate Holdings, LLC, a Pennsylvania limited liability company, by deed dated August 10, 2022 and recorded on August 18, 2022 in the Recorder's Office of Butler County, Pennsylvania at Instrument No. 202208180017871, granted and conveyed unto Charter Homes at Crescent, Inc., a Pennsylvania corporation and the Declarant herein.

Being part of Tax Parcel No. 130-4F46-62-0000.

EXHIBIT B

**ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY
AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
TOTAL (___ Units)		_____ %	_____

No Units are being created upon recording of this Declaration.

EXHIBIT C

PLATS AND PLANS

The Crescent Plan, together with the Certification attached to this **Exhibit C**, shall collectively constitute the Plats and Plans for the Community and such Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.

CERTIFICATION

I, **DAVID M. HEATH**, being a Registered Professional Engineer (Pennsylvania License No. PE 085175), independent of Charter Homes at Crescent, Inc., a Pennsylvania corporation, Declarant of Crescent, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania (the "Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended, (the "Act"), as follows:

1. Introduction. Except as otherwise stated herein, all information pertaining to the Community that is required by Section 5210 of Act is contained in that certain subdivision plan consisting of eleven (11) pages, prepared for Declarant by the Gateway Engineers, Inc., Project No. 39977-0014, dated October 7, 2022, and recorded on December 15, 2022 in the Recorder's Office as Instrument No. 202212150025319 (the "Plan"). All information pertaining to the Community and required by Section 5210 of the Act that is not contained in the Plan is set forth below.

2. Name. The name of the Community is "Crescent, A Planned Community."

3. Location; Dimensions. The location and dimensions of the Community are identified on **Exhibit A** of the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Crescent, A Planned Community (the "Declaration") to which this certificate is appended.

4. Need Not Be Built. All proposed improvements shown on the Plan, including, without limitation, all streets, alleys, dwellings, trails, structures, parking areas, and buildings are classified as "NEED NOT BE BUILT" at this time. Without limiting the foregoing, the location of any improvement shown on any sheets of the Plan is subject to change without notice. Further amendments to the Plats and Plans may be recorded to further define, designate or allocate any Common Elements, including Limited Common Elements, upon completion of construction thereof.

5. Convertible Real Estate/Withdrawable Real Estate. The entirety of the Community, including without limitation, all streets, as shown on the Plan is hereby designated as Convertible Real Estate and Withdrawable Real Estate, as those terms are defined in the Declaration for the Community.

6. Additional Real Estate. The location and dimensions of all Additional Real Estate is more particularly described on **Exhibit E** of the Declaration.

7. Units. As of the date of this Certification, there are no Units in the Community. Therefore, there is no particular unit location, vertical or horizontal boundaries, or identifying number to describe. However, Declarant has reserved the right, under Article XX of the Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act.

8. Leasehold Real Estate. There is no real estate in which a Unit Owner will own only an estate for years.

9. Noncontiguous Parcels. As of the date of this Certification and subject to Declarant's right to add Additional Real Estate pursuant to Article XXII of the Declaration, the Community consists of one (1) parcel. Therefore, no noncontiguous parcels exist within the Community.

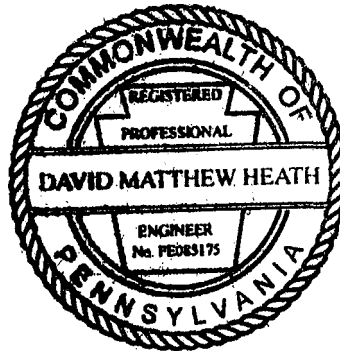
[Signature Page Follows]

Dated: January 30, 2023



Name: **DAVID M. HEATH**
Title: Registered Professional Engineer

(Professional Seal)



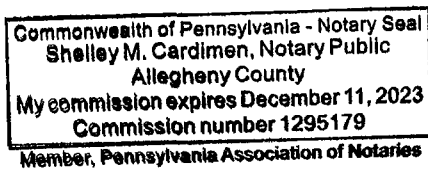
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

SS:
:
:

On this, the 30 day of January 2023, before me, the undersigned officer, personally appeared **DAVID M. HEATH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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





Notary Public
My Commission Expires: 12/11/2023

EXHIBIT D

**LEGAL DESCRIPTION OF THE CONVERTIBLE AND
WITHDRAWABLE REAL ESTATE**

ALL THAT CERTAIN parcel or tract of land situate in Cranberry Township, Butler County, Pennsylvania more particularly bounded and described on **Exhibit A** to this Declaration.

EXHIBIT E**LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE**

ALL THOSE CERTAIN parcels or tracts of land situate in Cranberry Township, Butler County, Pennsylvania more particularly bounded and described as follows:

APARTMENT TRACT:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Lot 13" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania (Recorder's Office), in Plan Book Volume 404, Page 49.

Beginning at a point common to Lot 13, Lot 11, and Lot 3 in the Cranberry Springs Subdivision Plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 404, Page 49; thence from said point of beginning by the line dividing Lot 13 from Lot 3 and Lot 2 in said Cranberry Springs Subdivision Plan N 01°10'56" W a distance of 725.19 feet to a point on the line dividing lot 13 and Lot 14 in said Cranberry Springs Subdivision Plan; thence by the line dividing Lot 13 and Lot 14 in said Cranberry Springs Subdivision Plan the following seven (7) courses and distances:

N 89°53'56" E a distance of 333.90 feet;
 S 00°00'00" W a distance of 184.53 feet;
 N 89°52'41" E a distance of 275.66 feet;
 S 00°19'48" W a distance of 55.33 feet;
 S 00°14'11" W a distance of 102.89 feet to a point of curvature;
 in a southeasterly direction by a curve to the left having a radius of 544.81 feet through an arc distance of 316.87 feet, also having a chord bearing of S 20°59'58" E and a chord distance of 312.42 feet, to a point of reverse curvature;
 in a southeasterly direction by a curve to the right having a radius of 392.79 feet through an arc distance of 93.21 feet, also having a chord bearing of S 32°48'30" E and a chord distance of 92.99 feet to a point on the line dividing Lot 13 and Lot 11 in said Cranberry Springs Subdivision Plan;

thence by the line dividing Lot 13 and Lot 11 in said Cranberry Springs Subdivision Plan S 88°58'01" W a distance of 756.32 feet to the point common to Lot 13, Lot 11, and Lot 3 in said Cranberry Springs Subdivision Plan; at the point of beginning.

BEING part of Tax Parcel No. 130-4F46-62-0000.

Containing 405,105 Square Feet or 9.30 acres.

Being part of the same property which Cranberry Real Estate Holdings, LLC, a Pennsylvania limited liability company, by deed dated August 5, 2022 and recorded August 18, 2022 in the Recorder's Office as Instrument No. 202208180017872, granted and conveyed unto Crescent Strand Partners, LLC, a Pennsylvania limited liability company.

TRACT 1:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Lot 10" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania (Recorder's Office), in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-63-0000.

Containing 31,048 Square Feet or 0.71 Acre.

BEING part of the same property which David C. McElroy and Constance P. McElroy, husband and wife, and Theodore L. Kay and Katherine E. Kay, husband and wife, by deed dated December 17, 2010 and recorded December 27, 2010 in the Recorder's Office as Instrument No. 201012270030665, granted and conveyed unto Sippel Enterprises, L.P., a Pennsylvania limited partnership.

TRACT 2:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Lot 1" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Recorder's Office in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-63-0000.

Containing 259,29 Square Feet or 5.96 Acres.

BEING part of the same property which David C. McElroy and Constance P. McElroy, husband and wife, and Theodore L. Kay and Katherine E. Kay, husband and wife, by deed dated December 17, 2010 and recorded December 27, 2010 in the Recorder's Office as Instrument No. 201012270030665, granted and conveyed unto Sippel Enterprises, L.P., a Pennsylvania limited partnership.

TRACT 3:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Lot 2" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Recorder's Office in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-63-0000.

Containing 271,328 Square Feet or 6.23 Acres.

BEING part of the same property which David C. McElroy and Constance P. McElroy, husband and wife, and Theodore L. Kay and Katherine E. Kay, husband and wife, by deed dated December 17, 2010 and recorded December 27, 2010 in the Recorder's Office as Instrument No. 201012270030665, granted and conveyed unto Sippel Enterprises, L.P., a Pennsylvania limited partnership.

TRACT 4:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Residual Lot A" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Recorder's Office in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-63-0000 & part of Butler County Tax Parcel Number 130-4F44-1C-000.

Containing 1,948,248 Square Feet or 44.73 Acres.

BEING part of the same property which David C. McElroy and Constance P. McElroy, husband and wife, and Theodore L. Kay and Katherine E. Kay, husband and wife, by deed dated December 17, 2010 and recorded December 27, 2010 in the Recorder's Office as Instrument No. 201012270030665, granted and conveyed unto Sippel Enterprises, L.P., a Pennsylvania limited partnership.

ALSO BEING part of the same property which James M. Eason and Cheryl Eason, husband and wife, and Hazel J. Eason, widow, by deed dated October 29, 1996 and recorded October 30, 1996 in the Recorder's Office as Book 2681, Page 0446, granted and conveyed unto Gary A. Sippel, an adult individual.

TRACT 5:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Residual Lot B" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Recorder's Office in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-62-0000.

Containing 2,983,660 Square Feet or 68.5 Acres.

BEING part of the same property which Laverne B. Fisher, a widow, by deed dated April 7th, 2016, and recorded April 12, 2016 in the Recorder's Office as Instrument Number 201604120006727, granted and conveyed unto Cranberry Real Estate Holdings LLC, a Pennsylvania limited liability company.

TRACT 6:

ALL that certain parcel of land situate in Cranberry Township, Pennsylvania, being "Lot 15" in the Cranberry Springs Subdivision Plan, created by PVE, LLC, Project No. 160212, issued April 18, 2022 and recorded in the Recorder's Office in Plan Book Volume 404, Page 49.

BEING part of Butler County Tax Parcel Number 130-4F46-62-0000.

Containing 488,492 Square Feet or 11.21 Acres.

BEING part of the same property which Laverne B. Fisher, a widow, by deed dated April 7th, 2016, and recorded April 12, 2016 in the Recorder's Office as Instrument Number 201604120006727, granted and conveyed unto Cranberry Real Estate Holdings LLC, a Pennsylvania limited liability company.



Instr: 202303090003161

Fgs: 2 F: \$18.50

Michele Mustello

Butler County Recorder PA

3/9/2023 10:26 AM

T20230002625

PREPARED BY AND RETURN TO:

Rhonda M. Weaver, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

TAX PARCEL NO: PART OF 130-4F46-62-0000

CONSENT OF MORTGAGEE

The undersigned **TRUIST BANK**, a North Carolina banking corporation ("Mortgagee") is the holder of a Pennsylvania Open-End Mortgage and Security Agreement made by **CHARTER HOMES AT CRESCENT, INC.**, a Pennsylvania corporation ("Borrower"), in favor of Mortgagee, in the amount of Eleven Million Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$11,225,000.00), which is dated December 14, 2022, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 202212220025718 (the "Mortgage"). The Mortgage encumbers property located in Cranberry Township, Butler County, Pennsylvania, as more particularly described in the Mortgage (the "Property").

The Property described in the Mortgage has been or is intended to be submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq., as amended (the "Act"), pursuant to the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Crescent, A Planned Community (as amended from time to time, the "Declaration"), dated December 27, 2022 and recorded in the Recorder's Office as Instrument 202302230002464.

The undersigned Mortgagee hereby consents to the recording of the Declaration, and to the submission of all or any portion of the Property to the provisions of the Act and agrees that: (1) the Mortgage and any other documents related to the Mortgage are subordinate to, and shall in no way terminate, extinguish or otherwise affect any provisions of the Declaration; and (2) any person who acquires title to all or any of the Property or the special declarant rights reserved by the Borrower in the Declaration, pursuant to foreclosure upon, or by deed in lieu of foreclosure, shall acquire such title under and subject to the terms and provisions of the Declaration.

This Consent of Mortgagee does not constitute or imply any assumption or agreement by Mortgagee to perform any obligations or duties of the Borrower as set forth in the Act or the Declaration, and the relationship of Mortgagee to the Borrower and to the Property shall, unless and until title to any portion of the Property or special declarant rights become vested in Mortgagee, be solely that of a lender and a borrower.

This Consent shall be binding upon Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, the Mortgagee, intending to be legally bound hereby, has caused this Consent to be executed this 6th day of MARCH, 2023.

WITNESS/ATTEST:

TRUIST BANK,
a North Carolina banking corporation

By: Nora R Schell
Name: Nora R. Schell
Title: Senior Admin Asst

By: [Signature]
Name: CHRISTOPHER SHEHAN
Title: SVP

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF Lancaster

On this, the 6th day of MARCH, 2023, before me, a Notary Public, the undersigned officer, personally appeared Christopher Shehan, who acknowledged himself/herself to be the SVP of **TRUIST BANK**, a North Carolina banking corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the banking corporation by himself/herself as such officer.

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

[Signature]
Notary Public
(SEAL)

My Commission Expires:

Commonwealth of Pennsylvania-Notary Seal
LAWRENCE POWELL BATES, NOTARY PUBLIC
LANCASTER COUNTY
MY COMMISSION EXPIRES JANUARY 6, 2025
COMMISSION NUMBER 1247060



I hereby CERTIFY that this document is recorded in the Recorder's Office of Butler County, Pennsylvania

[Signature]
Michele M. Mustello - Recorder of Deeds



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustallo
Michele M. Mustallo - Recorder of Deeds



Instr: 202306270009157

Pgs: 18 F: \$48.50
Michele Mustallo
Butler County Recorder PA

6/27/2023 12:47 PM
T20230007453



Prepared by and return to:

Rhonda M. Weaver, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

NOTE TO RECORDER'S OFFICE

Pursuant to Section 5219(c) of the
Pennsylvania Uniform Planned Community
Act, please index this Amendment in the
name of "**Crescent, A Planned
Community**" in both the Grantor and
Grantee indexes.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF
NEIGHBORHOOD ASSOCIATION FOR CRESCENT, A PLANNED COMMUNITY**

This First Amendment (this "Amendment") is made as of this 16th day of
June, 2023, by **CHARTER HOMES AT CRESCENT, INC.**, a Pennsylvania
corporation (the "Declarant").

BACKGROUND:

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and
Establishment of Neighborhood Association for Crescent, A Planned Community dated
December 27, 2022, executed by Declarant and recorded in the Office of the Recorder of
Deeds in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No.
202302230002464 (the "Declaration"), Declarant submitted to the provisions of the
Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the
"Act"), certain real estate located in Cranberry Township, Butler County, Pennsylvania, as
described in Exhibit "A" to the Declaration, and created a flexible planned community known
as "Crescent, A Planned Community" (the "Community"). No Units were created within the
Declaration.

B. Pursuant to Article XXII of the Declaration, Declarant reserved the right to add
as Convertible Real Estate and Withdrawable Real Estate portions of the Additional Real

Estate described in Exhibit "E" to the Declaration, at any time and from time to time until the expiration of the Development Period, as defined in the Declaration (the "Expansion Rights").

C. Pursuant to Article XX of the Declaration, Declarant reserved the right to convert into Units, Common Elements (including Limited Common Elements) or any combination thereof, all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until expiration of the Development Period.

D. Declarant now desires to exercise its Expansion Rights to add the portion of the Additional Real Estate described in **Exhibit A** attached hereto and incorporated herein, as Convertible Real Estate and Withdrawable Real Estate (the "Added Real Estate").

E. Declarant further desires to convert the portion of the Convertible Real Estate which is described in **Exhibit B** hereto and which is referred to herein as the "Converted Real Estate" into Units and Common Elements (including Limited Common Elements) as hereinafter provided, thus increasing the total number of Units in the Community to sixty (60).

F. Declarant further desires to memorialize certain easement rights for Units 21 – 26, inclusive created within this Amendment, and to confirm the Maintenance obligations for the open space located adjacent thereto.

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The foregoing Background section is incorporated herein by reference and made a part hereof.

2. The Added Real Estate, as described on **Exhibit A** attached hereto and incorporated herein, being a portion of the Additional Real Estate described in Exhibit "E" to

the Declaration, is hereby added to the Community as Convertible Real Estate and Withdrawable Real Estate.

3. The Converted Real Estate, as described on **Exhibit B** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Common Elements (including Limited Common Elements) appurtenant thereto as shown on the Amended Declaration Plats and Plans for Planned Community Phase 1 (as distinguished from any subdivision and land development phase) attached as **Exhibit C** hereto and made a part hereof (the "Amended Plats and Plans").

4. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and allocates the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit D**, attached hereto and made a part hereof.

5. A Certificate of Completion for **Unit Nos. 7 – 66, inclusive**, is attached as **Exhibit E** hereto and incorporated herein.

6. Pursuant to Section 8.1 of the Declaration, each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including the open spaces within the Community. Without diminishing the rights of all Unit Owners within the Community granted under Section 8.1, Declarant wishes to expressly memorialize certain easement rights for Units 21 – 26, inclusive. Specifically, the Unit Owners of Units 21 – 26, inclusive are expressly permitted to utilize the open space located adjacent to such Units as the main means of access to such Units. Notwithstanding the foregoing, the Association shall remain obligated for all Maintenance responsibilities related to such open space (including, but not limited to, Maintenance of any signage, landscaping, sidewalks and retaining walls located thereon) pursuant to Section 7.2 of the Declaration.

7. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Common Elements (including Limited Common Elements) hereby created.

[Signature Page to Follow]

EXHIBIT A**LEGAL DESCRIPTION OF THE ADDED REAL ESTATE****TRACT 1**

ALL THAT CERTAIN parcel of land, being portions of Lot 46 and Lot 47 in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Pages 40-50, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

BEGINNING at the northeast corner of Lot 47 in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Pages 40-50; thence from said point of beginning by the line dividing Lot 47 and Residual Tract C in said Crescent Plan Phase 1A S 14° 11' 28" E a distance of 19.81 feet to a point common to Lot 47, Residual Tract C and Lot 15-R in said Crescent Plan Phase 1A, the true point of beginning; thence from said true point of beginning by the line dividing Lot 47 and Lot 15-R in said Crescent Plan Phase 1A S 14° 11' 28" E a distance of 32.86 feet to a point on the line dividing Lot 47 and Lot 46 in said Crescent Plan Phase 1A; thence by the line dividing Lot 46 and Lot 15-R in said Crescent Plan Phase 1A N 75° 48' 32" E a distance of 1.00 foot to a point at the northeast corner of said Lot 46; thence continuing by same S 14° 11' 28" E a distance of 60.20 feet to a point common to Lot 46 and Residual Tract A and Lot 15-R in said Crescent Plan Phase 1A; thence by a line through said Lot 46 and Lot 47 N 41° 17' 50" W a distance of 69.41 feet to a point; thence by a line through said Lot 47 N 11° 16' 07" E a distance of 16.59 feet to a point; thence continuing by same N 41° 05' 00" E a distance of 28.58 feet to a point common to Lot 47, Residual Tract C and Lot 15-R in said Crescent Plan Phase 1A, at the true point of BEGINNING.

TRACT 2

ALL THAT CERTAIN parcel of land, being portions of Merritt Way, Trotters Street and Lots 155 through 164 in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Page 40-50, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

BEGINNING at a point on the easterly right of way of Trotters Street, private, 48.00 feet wide, common to Residual Tract C and Parcel B-R in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Pages 40-50; thence by a line through said Trotters Street and Lots 155 through 164 in said Crescent Plan Phase 1A S 89° 59' 57" W a distance of 276.17 feet to a point on the easterly right of way of Merritt Way, private, 20.00 feet wide in said Crescent Plan Phase 1A; thence by the easterly right of way of said Merritt Way the following three (3) courses and distances: S 01° 34' 24" W a distance of 3.04 feet to a point of curvature; by the easterly right of way of said Merritt Way in a southerly direction by a curve bearing to the left having a radius of 15.00 feet through an arc distance of 12.51 feet, also having a chord bearing of S 23° 53' 29" W and a chord distance of 12.15 feet to a point of tangency; S 00° 00' 27" E a

distance of 15.00 feet to a point on the southern terminus of said Merritt Way; thence by the southern terminus of said Merritt Way N 89° 59' 33" W a distance of 20.00 feet to a point on the westerly right of way of said Merritt Way; thence by the westerly right of way of said Merritt Way N 00° 00' 27" E a distance of 90.00 feet to a point on the northern terminus of Merritt Way; thence by the northern terminus of said Merritt Way S 89° 59' 33" E a distance of 20.00 feet to a point on the easterly right of way of Merritt Way; thence by the easterly right of way of said Merritt Way S 00° 00' 27" E a distance of 25.00 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the left having a radius of 15.00 feet through an arc distance of 23.42 feet, also having a chord bearing of S 44° 43' 46" E and a chord distance of 21.12 feet to a point of tangency; thence by the northerly right of way of said Merritt Way S 89° 59' 06" E a distance of 218.31 feet to a point at the intersection of the northerly right of way of Merritt Way and the westerly right of way of said Trotters Street; thence by the westerly right of way of said Trotters Street N 00° 00' 54" E a distance of 8.00 feet to a point on the northern terminus of said Trotters Way; thence by the northern terminus of said Trotters Way S 89° 59' 06" E a distance of 48.00 feet to a point on the easterly right of way of Trotters Street; thence by the easterly right of way of said Trotters Street S 00° 00' 05" E a distance of 28.80 feet to the point of BEGINNING.

TRACT 3

ALL THAT CERTAIN parcel of land, being portions of Whitby Lane and Ramsgate Road in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Pages 40-50, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

BEGINNING at the southwesterly corner of Lot 164 in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Pages 40-50; thence by a line through Whitney Lane, private, 48.00 feet wide, in the Crescent Plan Phase 1A S 01° 20' 24" W a distance of 33.41 feet to a point; thence by a line through said Whitby Lane and Ramsgate Road, 48.00 feet wide in said Crescent Plan Phase 1A S 46° 53' 28" W a distance of 125.30 feet to a point on the westerly right of way of Ramsgate Road; thence by the westerly right of way of said Ramsgate Road N 43° 55' 30" W a distance of 54.52 feet to a point on the northern terminus of said Ramsgate Road; thence by the northern terminus of said Ramsgate Road N 46° 04' 30" E a distance of 48.00 feet to a point on the eastern right of way of said Ramsgate Road; thence by the eastern right of way of said Ramsgate Road S 43° 55' 30" E a distance of 9.99 feet to a point of curvature; thence continuing along said right of way in a northeasterly direction by a curve bearing to the left having a radius of 10.53 feet through an arc distance of 13.74 feet, also having a chord bearing of S 82° 29' 08" E and a chord distance of 12.79 feet to a point common to the easterly right of way of said Ramsgate Road and the westerly right of way of said Whitby Lane; thence by the westerly right of way of said Whitby Lane N 46° 17' 30" E a distance of 42.53 feet to a point of curvature; thence continuing along said right of way by a curve bearing to the right having a radius of 108.15 feet through an arc distance of 52.77 feet, also having a chord bearing of N 60° 11' 57" E and an arc distance of 52.25 feet to the point of BEGINNING.

TRACT NOS. 1, 2 and 3 BEING THE SAME PREMISES which Cranberry Real Estate Holdings, LLC, by deed dated December 15, 2022 and recorded in the Office of the Recorder

of Deeds in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No. 202212160025408, granted and conveyed unto Charter Homes at Crescent, Inc., the Declarant herein.

TRACT 4

ALL THAT CERTAIN parcel of land, being portions of High Crescent Road, Lot 76, Cranford Way, and Lot 75 in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Page 40-50, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

BEGINNING at a point on the southerly right of way line of High Crescent Road, 50.00 feet wide, in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Page 40-50 at the point dividing Lot 13-R in the Crescent Plan Phase 1A and Lot 2 in the Cranberry Springs Subdivision Plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 404, Page 49; thence from said point of beginning by the line dividing High Crescent Road and Lot 2 in the Cranberry Springs Subdivision Plan N 01° 10' 56" W a distance of 3.00 feet to a point; thence by a line through High Crescent Road N 89° 53' 56" E a distance of 333.90 feet to a point; thence by a line through High Crescent Road, Lot 76, Cranford Way, private, 30.00 feet wide, and Lot 75 in the Crescent Plan Phase 1A, S 00° 00' 00" E a distance of 184.45 feet to a point on the line dividing Lot 75 and Lot 13 in the Crescent Plan Phase 1A; thence by the line dividing Lot 75 and Lot 13 S 89° 59' 45" W a distance of 5.66 feet to a point; thence by the line dividing Lot 75, the western terminus of Cranford Way, and Lot 76 from Lot 13 N 00° 00' 00" W a distance of 180.87 feet to a point on the southerly right of way line of said High Crescent Road; thence by the southerly right of way line of said High Crescent Road S 90° 00' 00" W a distance of 328.18 feet to a point on the line dividing Lot 13-R in the Crescent Plan Phase 1A and Lot 2 in the Cranberry Springs Subdivision Plan, at the point of BEGINNING.

TRACT 5

ALL THAT CERTAIN parcel of land, being a portion of Limehouse Road in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Page 40-50 situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

BEGINNING at a point on the westerly right of way line of Limehouse Road, private, 48.00 feet wide in the Crescent Plan Phase 1A as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 407, Page 40-50 at the point dividing Lot 13-R in the Crescent Plan Phase 1A and Lot 11 in the Cranberry Springs Subdivision Plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 404, Page 49; thence from said point of beginning by the westerly right of way line of Limehouse Road the following four (4) courses and distances: N 34° 34' 25" W a distance of 78.20 feet to a point; N 40° 13' 44" W a distance of 22.19 feet to a point of curvature; in a northerly direction by a curve bearing to the right having a radius of 444.00

feet through an arc distance of 320.03 feet, also having a chord bearing of N 19° 34' 48" W and a chord distance of 313.14 feet to a point of tangency; N 01° 04' 24" E a distance of 98.77 feet to a point; thence by a line through Limehouse Road the following three (3) courses and distances: S 00° 14' 11" W a distance of 102.89 feet to a point of curvature; in a southerly direction by a curve bearing to the left having a radius of 544.81 feet through an arc distance of 316.87 feet, also having a chord bearing of S 20° 59' 59" E and a chord distance of 312.42 feet to a point of reverse curvature; in a southerly direction by a curve bearing to the right having a radius of 392.45 feet through an arc distance of 99.25 feet, also having a chord bearing of S 32° 46' 06" E and a chord distance of 92.95 feet to a point on the westerly right of way line of Limehouse Road, at the point of BEGINNING.

TRACT NOS. 4 AND 5 BEING THE SAME PREMISES which Crescent Strand Partners, LLC, by deed dated December 13, 2022 and recorded in the Recorder's Office as Instrument No. 202212160025407, granted and conveyed unto Charter Homes at Crescent, Inc., the Declarant herein.

EXHIBIT B

LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THOSE CERTAIN tracts or parcels of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bounded and described as Planned Community Phase 1 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

Planned Community Phase 1 is comprised of **Unit Nos. 7 – 66, inclusive**, together with the Common Elements and those Limited Common Elements appurtenant thereto, as more particularly shown on the Amended Plats and Plans.

EXHIBIT C

AMENDED DECLARATION PLATS AND PLANS

The Engineer's Certification attached hereto shall serve as the Amended Plats and Plans for this Amendment. The Amended Plats and Plans and, to the extent not inconsistent with this **Exhibit B**, all existing Plats and Plans for the Community (as last amended) shall collectively constitute the Plats and Plans for the Community and are hereby incorporated herein and made an integral part hereof by reference thereto.

CERTIFICATION

I, **DAVID M. HEATH**, being a Registered Professional Engineer (Pennsylvania License No. PE 085175), independent of Charter Homes at Crescent, Inc., a Pennsylvania corporation, Declarant of Crescent, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania (the "Community") created pursuant to the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Crescent, A Planned Community, dated December 27, 2022 and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No. 202302230002464, hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), as follows:

1. Except as otherwise set forth in this Certification, all information pertaining to Planned Community Phase 1 (as distinguished from any subdivision and land development phases) that is required by Section 5210 of Act is contained in the following plans, collectively referred to herein as the "Plans":

(i) the plan entitled "Crescent Plan Phase 1A", prepared by The Gateway Engineers, Inc., Project No. 39977-0014, dated October 7, 2022, and recorded in the Office of the Recorder of Deeds in and for Butler County (the "Recorder's Office"), Pennsylvania as Instrument No. 202212150025319 and Plan Book 407, Page 40; and

(ii) the plan entitled "Crescent Plan Phase 1A-R" prepared by The Gateway Engineers, Inc., Project No. 39977-0014, dated February 10, 2023 and recorded in the Recorder's Office as Instrument No. 202302230002461 and Plan Book 409, Page 15; and

(iii) To the extent not inconsistent with this Certification, the Certification attached to Declaration (the "Prior Certifications").

2. This Certification, together with the Plans, and to the extent not inconsistent with this Certification, the Prior Certifications, shall collectively constitute the Plats and Plans for the Community as permitted by Section 5210(i) of the Act.

3. The name of the Community is "Crescent, A Planned Community."

4. The boundaries of the Property comprising the Community, as defined in Section 1.1 of the Declaration, are set forth in Exhibit "A" to the Declaration and have been further expanded pursuant to the First Amendment to Declaration to which this Certification is attached.

5. All proposed improvements shown on the Plans, including, without limitation, any trails, streets, alleys, dwellings, structures, parking areas, and driveways, are classified as "NEED NOT BE BUILT." Without limiting the foregoing, the location of any improvements shown on any sheets of the Plans is subject to change without notice. Further amendments to the Plats and Plans may be recorded to further define or allocate any Common Elements, Limited Common Elements and Common Infrastructure Elements upon completion of construction thereof.

6. Planned Community Phase 1 is comprised of the following:

- a. **Unit Nos. 7 – 38, inclusive; and 50 – 60, inclusive**, which are classified as Type B Units, as described in Section 2.2.2 of the Declaration;
- b. **Unit Nos. 39 – 49, inclusive; and 61 – 66, inclusive**, which are classified as Type C Units, as described in Section 2.2.3 of the Declaration; and
- c. The Common Elements (including Limited Common Elements) appurtenant thereto, as described in Article III, IV, and V of the Declaration.

7. The Unit numbers and vertical boundaries of **Unit Nos. 7 – 66, inclusive** are identical to the corresponding Unit numbers and Unit boundaries shown on the Plans. There are no horizontal (i.e., upper and lower) boundaries for such Units.

8. The Convertible Real Estate and Withdrawable Real Estate of the Community is the Property **less and excepting therefrom** any Units and Common Elements (including any Limited Common Elements) converted as part of Planned Community Phase 1.

9. The Additional Real Estate is comprised of those certain tracts of land identified in Exhibit "E" to the Declaration, **less and excepting therefrom** any portion thereof that is now part of the Property.

10. The distances between various portions of the Property and the Additional Real Estate are set forth on the Plans, as applicable.

11. Declarant has reserved unto itself all Special Declarant Rights, as defined in the Act, including without limitation, the right under Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two (2) or more Units, Common Elements (including, Limited Common Elements) or a combination of Units and Common Elements (including Limited Common Elements), and the right under Section 5304 of the Act to transfer any or all of the Special Declarant Rights to one or more successors. At the time a Unit or Units are created in the Community, Declarant shall own all such newly created Units.

12. There is no real estate in which the Unit Owners will own only an estate for years.

13. There are no noncontiguous parcels of real estate within the Community.

14. All capitalized terms used in this Certification that are not defined herein shall have the meaning ascribed to them in the Declaration.

[SIGNATURE TO FOLLOW]

Dated: June 21, 2023



Name: **DAVID M. HEATH**
Title: Registered Professional Engineer

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

:
:
: SS:

On this, the 21 day of June, 2023, before me, the undersigned officer, personally appeared **DAVID M. HEATH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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


Notary Public

My Commission Expires: 12/11/2023

Commonwealth of Pennsylvania - Notary Seal
Shelley M. Cardimen, Notary Public
Allegheny County
My commission expires December 11, 2023
Commission number 1295179
Member, Pennsylvania Association of Notaries

EXHIBIT D

**CRESCENT, A PLANNED COMMUNITY
UNIT TYPE, ALLOCATED INTEREST AND VOTES APPURTENANT TO UNITS**

Unit Number	Unit Type	Allocated Interest	Number of Votes
New Planned Community Phase 1			
7	B	1.666	1
8	B	1.666	1
9	B	1.666	1
10	B	1.666	1
11	B	1.666	1
12	B	1.666	1
13	B	1.666	1
14	B	1.666	1
15	B	1.666	1
16	B	1.666	1
17	B	1.666	1
18	B	1.666	1
19	B	1.666	1
20	B	1.666	1
21	B	1.666	1
22	B	1.666	1
23	B	1.666	1
24	B	1.666	1
25	B	1.666	1
26	B	1.666	1
27	B	1.666	1
28	B	1.666	1
29	B	1.666	1
30	B	1.666	1
31	B	1.666	1
32	B	1.666	1
33	B	1.666	1
34	B	1.666	1
35	B	1.666	1
36	B	1.666	1
37	B	1.666	1
38	B	1.666	1
39	C	1.666	1
40	C	1.666	1
41	C	1.666	1
42	C	1.666	1
43	C	1.666	1
44	C	1.666	1

45	C	1.666	1
46	C	1.666	1
47	C	1.666	1
48	C	1.666	1
49	C	1.666	1
50	B	1.666	1
51	B	1.666	1
52	B	1.666	1
53	B	1.666	1
54	B	1.666	1
55	B	1.666	1
56	B	1.666	1
57	B	1.666	1
58	B	1.666	1
59	B	1.666	1
60	B	1.666	1
61	C	1.666	1
62	C	1.666	1
63	C	1.666	1
64	C	1.666	1
65	C	1.666	1
66	C	1.666	1
Title Units (60)		99.96%	60

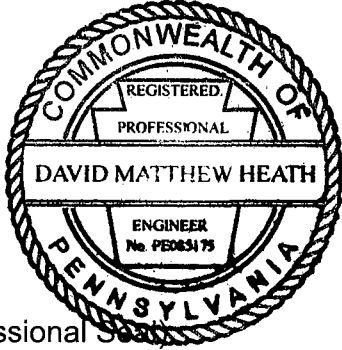
EXHIBIT E**CERTIFICATE OF COMPLETION**

The undersigned, **DAVID M. HEATH** being a Registered Professional Engineer (**Pennsylvania License No. PE 085175**), independent of **CHARTER HOMES AT CRESCENT, INC.**, a Pennsylvania corporation, the Declarant of Crescent, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Crescent, A Planned Community in Cranberry Township, Butler County, Pennsylvania, dated December 27, 2022 and recorded February 23, 2023 in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument No. 202302230002464, together with the Declaration Plats and Plans recorded as an exhibit thereto (all as amended from time to time, the "Declaration"), in accordance with Sections 5414(c) and 5414(d) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act"), hereby certifies that:

- (a) **Unit Nos. 7 – 66, inclusive**, within the Community are not part of and do not constitute a structure, and therefore there are no structural components and common element mechanical systems of a structure that Declarant is required to complete so as to permit the use of such Unit and any limited common elements appurtenant thereto for their intended use.
- (b) **Unit Nos. 7 – 66, inclusive**, within the Community are substantially completed in accordance with the descriptions set forth in both the Declaration and the applicable public offering statement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Certificate is executed this 21 day of June, 2023.



(Professional Seal)

Signature:

Name: **DAVID M. HEATH**

Title: Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA

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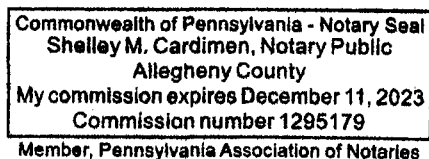
SS

COUNTY OF Allegheny

On this, the 21 day of June, 2023, before me, the undersigned officer, personally appeared **DAVID M. HEATH**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

(SEAL)



Notary Public

My Commission Expires: 12/11/2023