

# Meeder Maintenance Summary

The following information is current as of February 21, 2022

All information is subject to change as permitted in accordance with the terms of the Community Documents.

General Maintenance Responsibilities	Single Family Detached Homes (No Services) (Type A)	Town Homes (Type B)	Carriage Homes (With Fences) (Type D)	Lofts (No Fences) (Type D)	Crossroads (Type E)
Lawn care – grass mowing, fertilization, and reasonably practical weed control within accessible areas.	Homeowner	Association	Association	Association	N/A
Trees, shrubs and planting beds planted by builder or by the Association – trimming, weeding, and fertilization within accessible areas.	Homeowner	Association	Association	Association	N/A
Landscaping planted by Homeowner.	Homeowner	Homeowner	Homeowner	Homeowner	N/A
Snow removal and ice treatment on all sidewalks abutting a Unit, driveways, service walks on or abutting Units (except within rear yards).	Homeowner	Association	Association	Association	N/A
Snow removal and ice treatment on surfaces within rear yards (if applicable) of Units.	Homeowner	Homeowner	Homeowner	Homeowner	N/A
Snow removal and ice treatment on sidewalks abutting Common Facilities.	Association	Association	Association	Association	Association
Maintenance, repair and replacement of all improvements to a Unit.	Homeowner	Homeowner	Homeowner	Homeowner	See Note C
Maintenance, repair and replacement of the Common Facilities and all improvements thereto, including Walking Trails, private streets and alleys together with all Belgian Block Curbing, and the Historic Farmstead.	Association	Association	Association	Association	Association
Maintenance, repair and replacement of Common Element portions of a Building, including Common Element roofs, exterior walls and foundation	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	N/A – All portions of the Building are part of the Unit and maintained, repaired and replaced by Homeowner	Association
<b>Insurance</b>					
Property insurance equal to the replacement value of the Unit and all structures comprising part of the Unit or located on the Unit, as well as personal property and improvements and betterments for a Unit. Comprehensive general liability insurance covering occurrences arising out of or in connection with the ownership of a Unit in an amount not less than \$500,000.00.	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	Homeowner (Typically form HO-3)	See Note D (Typically form HO-6)
Property insurance for Common Facilities equal to the replacement cost thereof and on personal property of the Association in the amount of their actual cash value. Comprehensive general liability insurance covering occurrences arising out of or in connection with the Common Facilities in an amount not less than \$1,000,000.00.	Association	Association	Association	Association	Association
<b>Assessments</b>					
Total Monthly Assessments paid to Meeder Neighborhood Association, Inc. ("Association")	\$77.00 per month	\$125.00 per month	\$126.00 per month	\$105.00 per month	\$222 per month
Total Initial Assessment paid to the Association	\$400.00	\$400.00	\$400.00	\$400.00	\$400

NOTE A: Cranberry Township will be responsible for snow removal from and ice treatment of Main Street after dedication and acceptance.

NOTE B: The budget of the Association includes reserves for replacement of Common Elements. In the event that reserves for replacements are insufficient when replacements are required, the Association will levy special assessments for capital improvements pursuant to the Community Documents.

NOTE C: Crossroads (Type E) Homes- All structural and exterior components maintained, repaired, and replaced by Association; all interior components maintained, repaired, and replaced by the Homeowner.

NOTE D: Buildings contained Crossroads (Type E) Homes are insured by the Association with homeowner reimbursement of cost to the Association. Property insurance includes improvements and betterments to the home in the amount of 15% of the insurable value of the home.

**This summary is not a substitute for the Community Documents. Purchasers must refer to all Community Documents, and other recorded documents including the Declaration and subdivision and land development plans), for rights and obligations of ownership in Meeder. If there are any questions, purchasers should seek the advice of their real estate counselor or attorney.**

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**PUBLIC OFFERING STATEMENT**  
**FOR**  
**MEEDER, A PLANNED COMMUNITY**

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NAME OF PLANNED  
COMMUNITY: Meeder, A Planned Community

PRINCIPAL ADDRESS OF  
PLANNED COMMUNITY: Rochester Road, Cranberry Township,  
Butler County, Pennsylvania

NAME OF DECLARANT: Rochester Road Investment Company,  
A Pennsylvania corporation

PRINCIPAL ADDRESS  
OF DECLARANT: 1190 Dillerville Road  
Lancaster, Pennsylvania 17601

EFFECTIVE DATE OF PUBLIC  
OFFERING STATEMENT: April 5, 2019

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## Disclosure

**A. Within seven (7) days after receipt of the Public Offering Statement, or an amendment to the Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant.**

**B. If the Declarant fails to provide the Public Offering Statement and all then currently effective amendments thereto before conveying a Unit, the purchaser may recover from the Declarant damages as provided in Section 5406(c) of the Act (relating to purchaser's right to cancel). The damages set forth in Section 5406(c) of the Act include purchaser's right to receive from the Declarant an amount equal to 5% of the sales price of the Unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount, as well as any other applicable relief. A minor omission or error in the Public Offering Statement or an amendment thereto that is not willful shall entitle the purchaser to recover only actual damages, if any.**

**C. If a purchaser receives the Public Offering Statement more than seven (7) days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.**

### **1. INTRODUCTION**

This Public Offering Statement, prepared in compliance with Chapter 54 of the Pennsylvania Uniform Planned Community Act (the "Act"), is divided into two parts; a narrative portion (the "Narrative") and an exhibit portion (the "Exhibits").

The Narrative contains descriptions of various aspects of Meeder, A Planned Community (the "Community" or "Meeder"). This Narrative will describe significant features of the documentation by which the Community is created and under which it will be governed, together with additional information of importance and interest to prospective purchasers of Units in the Community.

The Exhibits attached to this Public Offering Statement include the following:

(a) The Declaration Plats and Plans (in reduced size), which are a graphic depiction of the real estate comprising the Community, consist of (i) a certification from the engineer, (ii) the Meeder Plan, and (iii) a certain subdivision plan dated January 4, 2019, titled MEEDER PLAN PHASE ONE recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No. 201902010001908 (as further supplemented or amended from time to time, the "Plats and Plans");

(b) The Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community in Cranberry Township, Butler County, Pennsylvania (as amended from time to time,

the "Declaration") recorded in the Recorder's Office as Instrument No. 201902010001910;

(c) The Bylaws of Meeder Neighborhood Association, Inc., which provide for the governance of the Association (the "Bylaws");

(d) The Projected Operating Budget for the Association for 2019;

(e) A Maintenance Summary;

(f) The proposed forms of Purchase Agreement for the purchase of a Unit in the Community (each, a "Purchase Agreement"); and

(g) The Instrument for the Declaration of Restrictions and Covenants recorded in the Recorder's Office as Instrument No. 201902040002086 (the "PCSM Instrument").

This Narrative is intended to provide only an introduction to the Community, and not a complete or detailed discussion. Consequently, the Exhibits should be reviewed in depth, and if there is any inconsistency between information in this Narrative and information in the Exhibits, the Exhibits will govern. **No sales or other representatives may make any oral or written representation changing any of the terms and conditions of this Public Offering Statement or any of the documents attached as Exhibits, or attempt to interpret their legal effect.**

All capitalized terms used in this Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in (i) the Act, (ii) the Declaration and Bylaws of the Community or (iii) all of the foregoing.

## 2. OVERVIEW OF THE PLANNED COMMUNITY CONCEPT

### A. Units, Common Elements and Limited Common Elements

A planned community in Pennsylvania is a variation of a typical subdivision containing properties that are designated for separate ownership or occupancy. Other portions of the real estate in a planned community are reserved as "common areas." Common areas may include open spaces, private streets, storm water management facilities, walking trails, parking areas or other amenities which are available for the use and enjoyment of all of the owners in the community.

An association is created to own and administer the common areas. The members of the association are the owners of the lots, dwellings and/or portions of structures designated for separate ownership or occupancy within the community. Under the planned community governing documents, association members are required to pay all costs with respect to the common areas. In particular, the Act says that if an individual owner is required to pay for the *"real property taxes, insurance, maintenance, repair, improvement, management, administration or regulation of any part of the [community] other than the portion or interest owned solely by the [individual owner],"* that by definition is a "planned

community.” Membership in the association and responsibility for the obligations of the association go along with ownership of a unit within a planned community, whether or not an owner uses the common areas.

The Act defines a physical portion of a planned community designated for separate ownership or occupancy as a “unit.” The exact boundaries of a unit will be described in the planned community declaration and depicted on the applicable plats and plans. An owner of a unit is known as a “unit owner.”

All other portions of the planned community other than the units are known as “common elements.” A unit owner may also be entitled to the use of certain portions of the community either exclusively or in conjunction with some but not all of the other unit owners. These areas are called “limited common elements.”

A planned community in Pennsylvania can take many forms. For example, a planned community can resemble a typical residential subdivision containing subdivided building lots which are owned by individual homeowners. A planned community can also contain townhome units. Just like the owner of a detached single-family home on a subdivided lot, the townhome homeowner is the sole owner of fee simple title to his home, and in some cases, the subdivided lot or land on which the home is located. A planned community can also contain non-residential units. The non-residential unit owner may be the sole owner of fee simple title to a lot containing a building, or a portion of a building designated for separate ownership.

**B. Allocated Interests and Common Expense Assessments**

Each unit in a planned community is assigned a factor called an “Allocated Interest” which is usually expressed in the form of a fraction or percentage of the whole. This Allocated Interest gives each unit owner the right (subject to the terms of the Act, the declaration and the bylaws of the association) to use and participate in the control of the common elements in common with the other unit owners in the community through membership in the association. The Allocated Interest also imposes upon each unit owner the obligation to pay a percentage of the expenses of operating and maintaining the planned community. The amount of these “common expenses” is determined in annual budgets established by the executive board (the board of directors) of the association.

**3. THE DECLARANT**

The Declarant of the Community is Rochester Road Investment Company, a Pennsylvania corporation (the “Declarant”). The Declarant’s principal address is 1190 Dillerville Road, Lancaster, Pennsylvania 17601.

**4. THE ASSOCIATION**

All Unit Owners in Meeder will be members of Meeder Neighborhood Association, Inc., a Pennsylvania nonprofit corporation (the “Association”). The powers, responsibilities and governance of the Association are described in detail in the Declaration and the Bylaws



included in the Exhibits portion of this Public Offering Statement. The number of votes allocated to each Unit is determined as set forth in Article II of the Declaration. Cumulative voting shall be permitted for the purpose of electing members to the executive board of the Association but for no other Association matters. For purposes of votes for which cumulative voting is permitted, every Unit Owner entitled to vote shall have the right to multiply the number of votes to which such Unit Owner is entitled by the total number of members of the Executive Board to be elected in the same election by the Unit Owners, and such Unit Owners may cast all of its votes for one candidate or such Unit Owner may distribute its votes among any two or more candidates. Further, class voting is permitted, as described in Article II of the Declaration and the Bylaws, respectively.

## 5. **GENERAL DESCRIPTION OF MEEDER**

### A. Description of the Community

The Community will be developed in phases and, as more particularly summarized below, additional land may be added to the Community. Phase 1 of Meeder is located on a tract of land initially containing a total of approximately 28.302 acres along Rochester Road (S.R. 3022) and Unionville Road (T-326) in Cranberry Township, Butler County, Pennsylvania (the "Property"). The Property is depicted on the plan titled MEEDER PLAN PHASE ONE dated January 4, 2019, and recorded in the Recorder's Office as Instrument No. 201902010001908 (as further supplemented or amended from time to time, the "Subdivision Plan"). Meeder is located on land that the Declarant presently intends to develop into additional phases of the Community or sell to other parties for development (the "Project Property"). The Project Property contains approximately 60.3 acres (subject to Declarant's right to expand the Community by adding "Additional Real Estate" as more particularly explained in Section 6 of this Narrative) and is situated generally along Rochester Road (S.R. 3022), Unionville Road (T-326), and Ogle View Road (33' T-305).

If all of the stages comprising Phase 1 on the Subdivision Plan are developed, Declarant anticipates that the Community will initially contain Non-Residential Units containing approximately twenty-seven thousand (27,000) square feet and one hundred forty-nine (149) Residential Units, subject nevertheless to amendment or modification of the Subdivision Plan. Notwithstanding the foregoing, Declarant reserves the right, in its sole discretion, to construct fewer than the aforesaid number of Units depicted on the Subdivision Plan. If Declarant elects to create additional Units in Phase 1 of the Community, Declarant may be required to seek municipal approval for some or all of those additional Units.

Other portions of the Project Property are designated as "Convertible Real Estate" and "Withdrawable Real Estate" in the Declaration. The portions of the Project Property designated Convertible Real Estate and Withdrawable Real Estate are presently part of the Community. Under the Declaration, the Declarant reserved the right to withdraw all or portions of the Withdrawable Real Estate from the Community and the right to convert all or portions of the Convertible Real Estate into Units and/or Common Elements (including Limited Common Elements). The projected total number of Units set forth in the preceding paragraph does not include the Units that could be created in the Convertible Real Estate.

Other portions of the Project Property and certain real estate adjacent to the Project Property are designated as “Additional Real Estate” in the Declaration. The Additional Real Estate is not presently a part of the Community. In the event the Declarant desires to expand the Community in the future, some or all of the Additional Real Estate may be added to the Community. The projected total number of Units for Phase 1, as set forth above, does not include the Units that could be created in the Additional Real Estate, if any or all of the Additional Real Estate is added to the Community.

B. Description of the Units

The Declarant presently intends to develop the Community with a mixture of individual residential units for sale to homebuyers (“Residential Units”) and non-residential units for use as commercial spaces (“Non-Residential Units”). Unit purchasers will be able to select from a number of available floor plans. Additional options and customizations will be available to purchasers as upgrades and modifications to the standard floor plans.

The Declarant may offer a variety of types of Residential Units in the Community, including detached single family homes (“Single Family Homes”). Single Family Homes are categorized in the Declaration as either “Type A Units” or “Type C Units” depending on the extent certain maintenance responsibilities appurtenant to a particular Single Family Home are handled by the Association. Unit Owners of a Type A Unit are solely responsible for the maintenance of their Type A Unit and such other maintenance obligations more particularly described in the Declaration. Buyers of a “Type A Unit” or “Type C Unit” will own the subdivision lot on which their homes are located, together with the entire home erected thereon, unless otherwise set forth on the Plats and Plans.

Declarant also intends to offer townhome-style Units (“Townhome Units”). Townhome Units are categorized in the Declaration as either “Type B Units” or “Type D Units” depending on what maintenance responsibilities are handled by the Association. Buyers of Type B Units will own the subdivision lot on which their homes are located, together with the entire home erected thereon, unless otherwise set forth on the Plats and Plans. Buyers of Type D Units will own the portions of land and portions of the building specifically comprising their Unit, as more particularly set forth in section 2.2.4 of the Declaration and described in the Plats and Plans, as amended from time to time.

Declarant also intends to offer village style homes in several different models (“Village Residential Units”). Village Residential Units are categorized in the Declaration as “Type E Units” and are comprised of portions of land and portions of the building in which the Units are located. Certain portions of the structure of the building containing Village Residential Units will be a Common Element building and will be owned and maintained by the Association. Common Element buildings containing Village Residential Units are anticipated to also contain Non-Residential Units, which may be used for Non-Residential purposes.

Declarant presently anticipates that every Residential Unit will have a two-car garage, and may have rear loaded garages accessed from service alleys. Some Residential Units may also have a basement, porches, patios and/or decks. Exteriors may be vinyl siding, brick and/or stone. Declarant anticipates that each Residential Unit will be

served by a gas heat pump and central air conditioning. Ranges, dryers and water heaters will be gas or electric. Gas fireplaces may be offered in certain models.

Declarant may offer additional housing styles from the styles described above, including apartment-style housing and housing not on individually-subdivided lots. Declarant may also offer housing with different features than those outlined above.

The Community will also contain Non-Residential Units. Non-Residential Units may be attached or detached, and may comprise certain portions of Common Element buildings. Any Non-Residential Units that comprise certain portions of Common Element buildings ("Village Non-Residential Units") are also categorized in the Declaration as "Type E Units." The Common Element portions of the buildings will be owned and maintained by the Association. Non-Residential Units may be used for any proper non-residential purpose, including without limitation retail and office uses; provided that any such use conforms with any Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

***The Declarant (in its sole discretion) reserves the absolute right to change the types or models of dwellings (including exterior and interior finishes, sizes and composition) and/or the types of Units it may offer within the Community from time to time based on market conditions, Unit sales, unexpected site conditions and otherwise as the Declarant deems advisable. This means that a Unit Owner may not rely on a specific type or size of dwelling being constructed within the remainder of the Community.***

C. Description of the Common Elements

The Common Elements in the Community may include, among other things, streets, service alleys, sidewalks, outdoor parking, retaining walls and fences, open space, Stormwater Management Facilities (as defined in Section 1.3.2 of the Declaration) and other common infrastructure facilities that have not been accepted for dedication to the public, and certain portions of the exterior of Units and structures within the Community.

A system of interior streets and alleys connect the Community with Rochester Road (S.R. 3022) and Unionville Road (T-326), both of which are public roads maintained by the Pennsylvania Department of Transportation. The streets and alleys of the Community will be constructed by the Declarant substantially as shown on the Plats and Plans and may be used by the owners and occupants of the Project Property. Pursuant to the Subdivision Plan, Main Street (as depicted on the Subdivision Plan) will be offered for dedication to Cranberry Township (the "Township") as a public street. Upon completion, all streets and alleys in the Community, except for Main Street, will be maintained and repaired by the Association pursuant to the Declaration. Streets and alleys within portions of the Community are defined by curbing that is constructed of Belgian Block Curbing (as defined in Section 1.3.2 of the Declaration). All Belgian Block Curbing within the Community will be maintained by the Association.

Limited Common Elements are Common Elements allocated for the exclusive use of one or more but fewer than all of the Units in the Community. Certain parking areas and sidewalks as well as open space areas may be designated as Limited Common Elements.

The sidewalks, curbing, and Beauty Strips abutting Type B Units and Type C Units are Limited Common Elements solely as to the Unit Owner's maintenance, repair and replacement obligations for such sidewalks, curbing, and Beauty Strips abutting their Unit, but not for general use or access purposes. The following surfaces appurtenant to all Type D Units and Type E Units are Limited Common Elements appurtenant to the Type D Units and Type E Units they serve: driveways serving these Units; the sidewalks abutting these Units as well as service walks and other walkways specifically serving these Units; the Beauty Strips abutting these Units; and the parking spaces as shown on the Plats and Plans. All maintenance, repair and replacement obligations for these Limited Common Element areas are the responsibility of the applicable Unit Owners.

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 of ice accumulation on, individual Unit driveways, service walks, walkways, and Limited Common Element sidewalks abutting the Unit.

In contrast to the above, generally speaking, all areas of landscaping, including lawns, shrubs and trees on Type A Units are not Limited Common Elements (except as otherwise expressly set forth in the Declaration) and shall be maintained by each Unit Owner of a Type A Unit. However, sidewalks and Beauty Strips abutting a Type A Unit are Limited Common Elements solely as to maintenance, repair and replacement obligations, and a Unit Owner of a Type A Unit shall be solely responsible for snow removal, ice treatment and other maintenance, repair and replacement obligations of the sidewalks and Beauty Strips abutting their Type A Unit.

#### D. Utilities

Electricity, gas, telephone, cable, water, sewer and trash collection are expected to be billed directly to individual Unit Owners by the respective utility or service providers. In the event that any of the service providers require that the Association be billed in the aggregate for all of the Units, the pro rata cost will be charged against each Unit Owner as part of the regular Common Expense assessments; provided however, that in such case, the Association reserves the right to have individual meters installed upon each Unit and to assess the charges for the applicable utility against each Unit based upon actual usage.

Recycling in the Township is required and should be performed by each Unit Owner in accordance with Township ordinances. Trash and recyclable collection facilities for Non-Residential Units, if any, may be located in designated areas of the Community and Non-Residential Unit Owners and/or tenants will be responsible for properly depositing their own trash and recyclables in the collection facilities.

The main sewer lines within the Community and the laterals serving the Units will be installed by, or on behalf of, the Declarant in accordance with the requirements of the Township. It is expected that, upon completion, the main sewer lines will be dedicated to the public, and upon dedication will thereafter be maintained by the Township. In the event that the Township does not accept dedication, the sewer mains will be part of the Common Facilities to be maintained and repaired by the Association. The laterals installed to serve

the individual Units will not be dedicated to the public. They will be maintained by the Unit Owners in accordance with the Community Documents. Sewer charges will be billed directly to the Unit Owners by the Township.

Water for the Community will be served by the Township. The Township will own, maintain and repair the water lines and facilities, except that the laterals serving the individual Units will be maintained by the Unit Owners in accordance with the Community Documents. Water charges will be billed directly to the Unit Owners by the Township.

As depicted on the Subdivision and Land Development Plan (as defined in Section 1.3.2 of the Declaration), portions of certain Units may be encumbered by stormwater management/drainage, sanitary sewer, water, and/or wetlands easements. Occupants should be aware of the location of these easements and will be prohibited from taking any actions that adversely affect the function of any easement.

E. Community Amenities and Other Recreation Facilities

The Community may include certain real property and improvements intended for the enjoyment and use only by residents and occupants of the Community and residents and occupants of certain other portions of the Project Property, on a use fee basis or otherwise (the "Community Amenities"). Community Amenities, if constructed, will be part of the Common Facilities of the Community, to be owned and maintained by the Association, the costs of which will be General Common Expenses assessed against the owners of Units in the Community. The Community Amenities may also include amenities located on other portions of the Project Property that residents and occupants of the Community are entitled to use. The additional amenities include portions of a walking trail network (the "Walking Trails") located on other portions of the Project Property and a historic farmhouse, its contents, and the barn associated therewith (the "Historic Farmstead"), located on a certain portion of the Project Property.

F. Construction Schedule; Miscellaneous

Construction of the Community will commence in the first quarter of 2019. It is anticipated that the first Unit will be sold in June of 2019. At the present time, the Declarant intends, but is under no obligation, to construct approximately sixty (60) Units per year.

All Residential Units in the Community are restricted to residential use. However, 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. Any Non-Residential Units may be used for any proper non-residential purpose including without limitation, office, retail and storage; provided that any such use conforms with the Declaration, Rules and Regulations promulgated by the Association and with the applicable Township zoning regulations, as the same may be amended from time to time.

The Declarant reserves the right to use any unconveyed Units as models or as sales or management offices. The Declarant further reserves the right to rent or market Units in

the Community to investors. However, the Declarant does not presently intend to market Units in the Community to investors.

The Declarant has secured commercial mortgage financing for the construction of the Community and has bonded the work required to be bonded. All improvements within the Community that are identified as "Must Be Built" on the Plats and Plans, as amended from time to time, will be constructed by Declarant in accordance with the provisions of the Declaration and the Act. The construction of any Common Facilities improvements will be completed by the later of the date of the conveyance or lease by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or upon the expiration of the Development Period (as defined in the Declaration).

Final subdivision plan approval for the Community has been obtained from the Township, and Declarant will obtain the necessary municipal approvals for subsequent phases as development of the Community proceeds. In addition, all permits, such as highway occupancy permits, as are necessary, have been or will be obtained at the Declarant's expense. The Declarant will also obtain building permits from the Township for home construction, and occupancy permits if required by municipal ordinances, upon the completion of construction of Units.

6. **FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE, WITHDRAWABLE AND ADDITIONAL REAL ESTATE**

The Declarant anticipates that upon completion of construction of all phases of the Project Property, provided the Declarant exercises its rights to convert and add to the Community those portions of the Project Property designated as Convertible Real Estate or Additional Real Estate, the Community will ultimately consist of Non-Residential Units containing approximately sixty-nine thousand (69,000) square feet and six hundred thirty-five (635) Residential Units. However, the Declarant has reserved the right under the Declaration to increase the number of Units in the Community by the addition of Additional Real Estate, as described herein, or otherwise by amending the Subdivision and Land Development Plan.

A. **Convertible Real Estate**

Certain portions of the Property identified on the Plats and Plans are designated as Convertible Real Estate. The Declarant has the right under the Declaration to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate. Until that time, real estate taxes and costs associated with maintaining the Convertible Real Estate will be the responsibility of the Declarant until the conversion occurs or the period of time within which it can occur expires, whichever is earlier. The Declarant has the option to create Units, Common Elements and Limited Common Elements in the Convertible Real Estate for a period commencing on the date of the recording of the Declaration and ending on the later of (i) ten (10) years after the recording of the Declaration; or (ii) on certain other dates set forth in the Declaration (the "Development Period").

The Declaration describes the procedure that the Declarant must follow to create Units, Common Elements or Limited Common Elements in the Convertible Real Estate.

This description sets forth the effect such events have on the Allocated Interest in the Common Elements, Common Expenses and votes assigned to Units already included in the Community. The Allocated Interest, being based upon the then-current number of Units in the Community, including unimproved Units owned by Declarant or a builder, if any, will be adjusted to reflect the additional Units created in the Community. Therefore, as Units are created in the Convertible Real Estate, the Allocated Interest of pre-existing Units will be reduced. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to such Units.

Declarant makes no assurances regarding the actual Unit configuration, the description or location of any buildings or structures, or other improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. Further, no assurance is 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.

B. Withdrawable Real Estate

Portions of the Community identified on the Plats and Plans are designated as Withdrawable Real Estate. The Declarant has the right under the Declaration to withdraw those portions identified as Withdrawable Real Estate from the Community. Until withdrawal, the Withdrawable Real Estate is a part of the Community. However, real estate taxes and costs associated with maintaining the Withdrawable Real Estate will be the responsibility of the Declarant until withdrawn or until the period of time within which withdrawal can occur expires, whichever is earlier. The Declarant has this withdrawal option until the expiration of the Development Period; however, withdrawing some portions of the Withdrawable Real Estate may require subdivision approval by the Township. The withdrawal of any Withdrawable Real Estate will have no effect on the Allocated Interests assigned to existing Units unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units will be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal.

C. Additional Real Estate

Portions of the Project Property as well as certain real estate adjacent to the Project Property are identified on the Plats and Plans as Additional Real Estate. The Declarant has reserved the right under Article XXII of the Declaration to add all or any portion(s) of the Additional Real Estate to the Community and to create Units, Common Elements and Limited Common Elements therein. The Declarant may exercise this right until the expiration of the Development Period.

If Additional Real Estate is added to the Community, it may be added in the form of Convertible Real Estate and/or Withdrawable Real Estate, and, except as otherwise set forth in Article XXII of the Declaration, the provisions of Articles XX and XXI of the Declaration regarding creation of Units, Common Elements and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply. When new Units are created by conversion of Convertible Real Estate, the Allocated Interest assigned to each

Unit will be adjusted in accordance with the formula set forth in the Declaration. All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Additional Real Estate. The Declarant makes no assurances that any improvements that may be constructed on the Additional Real Estate and the Units therein will be compatible in quality of construction, materials or architectural style with the Units and improvements in the Community. The number of Units expected to be created in the Additional Real Estate will not exceed the number permitted by applicable municipal requirements or two thousand (2,000), whichever is less. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

## 7. **SUMMARY OF PRINCIPAL PLANNED COMMUNITY DOCUMENTS AND OTHER AGREEMENTS**

A number of documents will create and govern the operation of the Community. These documents include the Declaration, the Bylaws, any Chart of Maintenance Responsibilities (if promulgated by the Executive Board), any Rules and Regulations, and the PCSM Documents (as defined in the Declaration), which, together with the Plats and Plans, are collectively termed the "Community Documents." In addition, various contracts and agreements affect portions of the Community or its day-to-day operations. The following is a summary of the principal relevant documents:

### A. Declaration

The Community is created by the Declarant's recording of the Declaration. The recorded version of the Declaration is included in the Exhibits portion of this Public Offering Statement.

Article I of the Declaration identifies the Declarant, describes the real estate, easements and appurtenances to be submitted to the terms and provisions of the Act, and names the planned community. Article I also provides a glossary of certain terms used in the Community Documents.

Article II describes the formula by which the Allocated Interests and liability for common expenses are established. Each Residential Unit and Non-Residential Unit will have one vote in Association matters (except for the limited circumstances otherwise set forth in Article II) and a share of common expenses and liability, which may change as new Units are created within the Community. Cumulative voting shall be permitted solely for the purpose of electing members of the executive board of the Association, but not for any other Association matters. Class voting is permitted on issues affecting a particular class of Units and not affecting Units outside of the class to protect the valid interests of the affected Units.

Article II of the Declaration also describes the boundaries of the Units (the "Unit title lines"). The significance of the Unit title lines is that all portions of the Unit contained within those lines are owned by the Unit Owner, and the Unit Owner has sole responsibility for the care, maintenance, replacement and insurance of these areas, unless the Community Documents expressly provide to the contrary. In addition, Article II provides for the



relocation of boundaries between Units and the subdivision of Units under certain circumstances.

Article II also refers to the Plats and Plans, which describe the boundary lines of the Community and the Unit title lines of Units. The Plats and Plans also show the Convertible Real Estate and Withdrawable Real Estate, and show, or describe by recording references, the Additional Real Estate.

Certain portions of the Community are designated as Limited Common Elements in Article III of the Declaration and on the Plats and Plans. Limited Common Elements may be maintained by the Association, and, if so, the cost of such maintenance will be allocated to the benefitted Unit Owners as a limited common expense, unless the Community Documents expressly provide to the contrary.

Article IV of the Declaration describes the Common Facilities in the Community. Common Facilities are portions of the Community, and improvements constructed thereon, that are not a Unit or part of a Unit, and that are owned by or leased to the Association. Common Facilities within the Community include portions of the Community not within Unit boundaries, including certain Stormwater Management Facilities, private streets and alleys, sidewalks, Walking Trails, open space, landscaping and related improvements, including Community specific signage, exterior lighting benefitting the Community, and other portions of the Community as the Declarant may designate from time to time. Improvements upon the Common Facilities will be completed by the Declarant and conveyed to the Association as described in Section 4.5 of the Declaration. Such improvements include, but are not limited to, the Historic Farmstead, which is an integral part of the Community to be developed by Declarant. Upon conveyance of the Historic Farmstead to the Association, the Association shall be solely responsible for the maintenance, repair and replacement of the Historic Farmstead in accordance with the Declaration, all applicable governmental permits and approvals, all applicable laws, and in particular the Conservation Easement, which sets forth the easements, covenants, and restrictions pertaining to and encumbering the Historic Farmstead. The costs of owning, insuring, operating, maintaining, repairing and replacing Common Facilities will be a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests.

Article V of the Declaration describes the Controlled Facilities in the Community. Controlled Facilities are portions of the Community, whether or not part of a Unit, that are not Common Facilities, but that are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. By way of illustration and not limitation, the Unionville Landscaping Island (as defined in Section 1.3.2 of the Declaration) is a Controlled Facility only as to the Association's obligation to maintain, repair, and replace the landscaping thereon.

Article VI of the Declaration sets forth the circumstances under which the permission of the neighborhood appearance control board known as the "Architectural Control Committee" is required prior to commencing any Architecturally Controlled Improvement(s).

Article VII of the Declaration delineates the responsibility for maintaining the Units, Common Elements and Limited Common Elements, as between the Unit Owners and the Association.

Article VIII of the Declaration lists various easements to which the Community or certain portions of the Community are subject, including easements for utilities, pipes and conduits and easements for ingress, egress and regress. Subsection 8.1.1 reserves to the Declarant the right to maintain models, signs and management offices in the Community. Additional easements are reserved to the Association to operate and maintain certain portions of the Units, Common Elements and Limited Common Elements. Certain rights are reserved to Unit Owners in portions of the Community other than the Owner's Unit. Subsection 8.1.5 confirms that the Community is subject to the easements created pursuant to the Apartment Tract Reciprocal Easement (as defined in Section 1.3.2 of the Declaration). Subsection 8.1.8 grants to the Association the right to enter upon the exterior of the Units and Limited Common Elements in order to verify the performance of all items of maintenance for which the Unit Owners are responsible and to perform (in its sole discretion) any such responsibilities on behalf of a nonperforming Unit Owner. Subsection 8.1.11 reserves for the Declarant an easement for promotional activities.

Articles IX and X of the Declaration impose various restrictions on the use of the Units and various other portions of the Community. For more information regarding these restrictions, see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units."

In addition to those provisions contained within the Declaration dealing with the use of individual Units, additional Rules and Regulations (consistent with the Declaration) may be promulgated from time to time by the Executive Board of the Association.

Article XI of the Declaration sets forth the liability of Unit Owners to pay Common Expense assessments and Limited Common Expense assessments allocated to their individual Units and provides for the procedures to be followed to fix assessments and to collect assessments in the event that a Unit Owner fails to pay them.

Article XII of the Declaration provides for the transition from a Declarant-appointed and controlled Association Executive Board to an Executive Board controlled by Unit Owners other than the Declarant. The period of Declarant control of the Association will end on the earlier of (i) sixty (60) days following the date on which seventy-five percent (75%) of the Units that may be created in the Community have been sold to Unit Owners other than the Declarant, (ii) seven (7) years after the date of the recording of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (iii) on certain other dates set forth in Section 12.1 of the Declaration. Article XII also reserves to the Declarant certain Special Declarant Rights to continue to develop the Community, and the right to assign those development rights to a successor declarant.

Article XIII of the Declaration provides for limitations on the liability of members of the Executive Board and officers of the Association and provides for the indemnification of such members and officers against all expenses and liabilities which they may incur in the performance of their duties, absent their willful misconduct or recklessness. Other sections of Article XIII provide for the defense of claims against the Association.

Article XIV of the Declaration requires the Association and Unit Owners, respectively, to maintain various types of insurance in connection with the Community (refer to the portion of this Narrative entitled "Planned Community Insurance").

Article XV of the Declaration provides the circumstances under which Unit Owners and the Association shall rebuild and repair any portion of the Community that is damaged or destroyed by fire or other casualty. Responsibility for repair and rebuilding is allocated to Unit Owners and the Association in accordance with the requirements of the Act and the provisions of the Declaration.

Article XVI of the Declaration provides the procedures by which the Declaration may be amended.

Article XVII of the Declaration sets forth the procedure by which the Bylaws may be amended.

Article XVIII of the Declaration provides for fundamental due process procedures that must be followed by the Association prior to taking certain actions. For example, Article XVIII requires that a Notice and Hearing be provided to a Unit Owner before certain punitive actions are taken against that Unit Owner.

Article XIX of the Declaration sets forth the powers that the Association has pursuant to the Act and the Declaration. The provisions of Article XIX contain the Declarant's reservation of the option to delegate powers of the Association to a master association and the option to merge the Community with one or more other planned communities.

Article XX and Article XXI of the Declaration set forth the provisions relating to the flexible nature of the Community. The provisions contain the Declarant's reservation of the option to create Units and Limited Common Elements in the Convertible Real Estate or to withdraw all or any portions of the Withdrawable Real Estate from the Community. These Articles also describe the effect of the Declarant's exercise of its options on the Allocated Interest assignable to each Unit, as well as the procedures by which these options are exercised. No assurances are made as to any improvements that may be made in the Convertible Real Estate.

Article XXII of the Declaration sets forth the provisions relating to expansion of the Community beyond the initial boundaries shown on the Plats and Plans. The provisions contain the Declarant's reservation of the option to add Additional Real Estate to the Community. Additional Real Estate will be added in the form of Convertible Real Estate and Withdrawable Real Estate, except as specifically set forth in Article XXII, the provisions of Articles XX and XXI regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply to the Additional Real Estate once it is added to the Community. This Article also describes the effect of the Declarant's exercise of this option on the Allocated Interest assignable to each Unit, as well as the procedures by which this option is exercised. No assurances are made as to any improvements that may be made in the Additional Real Estate.

Article XXIII of the Declaration describes the procedure for terminating the Community.

## B. Bylaws

The Bylaws are the rules for governance of the Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Association.

Article II of the Bylaws sets forth the membership rights of all Unit Owners in the Association and sets forth the time, location, purpose and order of business to be conducted at meetings of the Association. Article II also sets forth the required notice, quorum and voting rights of the Unit Owners as members of the Association and the procedures to be followed in conducting meetings of the Association. The Bylaws require the Association to conduct meetings at least annually. At such meetings various members of the Executive Board will be elected, and the members present will conduct such other business as may be required by law or by the Community Documents.

Article III of the Bylaws contains provisions concerning the Executive Board of the Association. The sections in this Article describe the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Board and removal of members, and include provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board serving on behalf of the Association. Among the various powers of the Executive Board is the discretionary power to enter into a contract for professional management of the Community.

Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.4 establishes requirements and limitations for the terms of any management contracts entered into by the Association.

Article IV of the Bylaws contains provisions governing the election of officers of the Association by the Executive Board and the duties of the officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws allocates the responsibility for maintaining, repairing and replacing Common Elements, Limited Common Elements and Units between the Association and Unit Owners.

Article VI of the Bylaws provides the remedies that will be available to the Association and the measures it may take with respect to a Unit Owner who has failed to comply with the Community Documents or the Act. Article VI of the Bylaws also provides that the Executive Board will resolve any disputes or disagreements between Unit Owners relating to the Community and sets forth various procedures for resolution of such disputes.

Article VII confirms that the Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Association, and the rights of Unit Owners and the holders of mortgages to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions with respect to the Community.

C. Purchase Agreements

Sample versions of a Purchase Agreement for the purchase of a Unit and samples of certain types of addenda to a Purchase Agreement are contained in the Exhibits portion of this Public Offering Statement. The representative samples contained in the Exhibits portion of this Public Offering Statement is not an all-inclusive list of the types of Purchase Agreements and types of addenda used for all transactions. The type of Unit and particular transaction will determine the version of agreement and addenda used for a specific transaction. Each form of Purchase Agreement sets forth the various rights, duties and obligations of the purchaser and the Declarant with respect to the individual Unit to be purchased. The Declarant reserves the right to modify the form Purchase Agreements and any addenda thereto from time to time without prior notice and without amending this Public Offering Statement as to the forms included in the Exhibits hereto. A Unit purchaser will ultimately be subject to and bound by the version of the Purchase Agreement he/she/it signs.

D. PCSM Documents

The Community is subject to the PCSM Instrument, together with the PCSM Plans attached thereto, the Subdivision and Land Development Plan, and the easements, operation and maintenance obligations and restrictive covenants contained therein (collectively, and all as the same may be modified, amended or supplemented from time to time, the "PCSM Documents"). The PCSM Documents impose obligations on Declarant and its successors and assigns with respect to the long-term operation and maintenance of post-construction storm water management best management practices ("PCSM BMPs"). The PCSM BMPs shall be maintained by the Unit Owners and the Association, as applicable, in good working order in accordance with the specific operation and maintenance requirements set forth in the PCSM Documents, all applicable local, state and federal requirements and laws, and the Declaration, or any amendment thereto. Each Unit Owner's right, title and interest in any PCSM BMPs located on his Unit shall be subject and subordinate to the PCSM Documents.

E. Miscellaneous Contracts Affecting the Community

There are no other contracts or agreements currently in effect or expected to be made which will affect the Community. However, the Declarant may enter into a management agreement for the management of Meeder. The Act provides that certain contracts that affect the Community shall be terminable by the Association at any time after

the Executive Board elected entirely by the Unit Owners pursuant to Article XII of the Declaration.

## 8. **ASSOCIATION FINANCIAL MATTERS**

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association as described herein.

The Association is newly formed and does not have a current balance sheet or income statement. However, a projected operating budget, prepared by the Declarant, for the first year of operation of the Community after the date of the first conveyance of a Unit to a third party purchaser other than Declarant or a builder, is included in the Exhibits portion of this Public Offering Statement (the "Budget"). The Budget is projected on the basis of the sale and settlement of the one hundred seventeen (117) Units in Phase I of the Community, as shown on the Subdivision Plan.

The Budget assumes that Phase 1 will have: twenty-one (21) single family detached homes without services (Type A Units); fifty-five (55) townhome-style Units with services (Type B Units); zero (0) single family detached homes with services (Type C Units); forty-one (41) townhome-style Units with services (Type D Units); and zero (0) traditionally-inspired village style Units with services (Type E Units). It is anticipated, however, that a significant portion of the Units during the first year may constitute Unimproved Units. The Budget provides that Unimproved Units will pay a reduced assessment, as set forth below. Assessments for Improved Units shall remain as set forth in the Budget, regardless of the number of Improved Units.

The Budget provides that Type A Units will pay an assessment of \$81.00 per month; Type B Units an assessment of \$129.00 per month; Type C Units \$0.00 per month because there are no Type C Units in Phase 1; Type D Units with fencing \$130.00 per month; Type D Units without fencing \$109.00 per month; and Type E Units \$0.00 per month because there are no Type E Units in Phase 1. The Budget provides that Unimproved Units, regardless of type, will pay an assessment covering such Unit's pro rata share of the management fee together with general and administrative costs, totaling \$9.71 per month.

The Budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. If all of the Units are Improved Units, the total amount of the payment from all Units into reserves, as reflected in the Budget, is projected to be \$21,492.65 annually. The amount actually paid into reserves will be reduced on a pro rata basis based on the number of Unimproved Units.

Services that the Declarant currently provides or expenses that it currently pays which Declarant expects may become at any subsequent time a Common Expense of the Association are set forth in the Budget. In the event there is a shortfall in the Association's budget, the Declarant may, in its sole discretion, prepay assessments on Unimproved Units, provided the Declarant may elect to credit those prepayments against future liability for those Units.

The initial capitalization of the Association will be provided by non-refundable assessments paid by each initial third party Unit purchaser at the time of settlement. These contributions will be in an amount equal to four hundred dollars (\$400.00) per Unit, as set forth in the Budget. No purchaser is entitled to a refund of these payments at any time or under any circumstances, and they are not a prepayment of Common Expense assessments and Limited Common Expense assessments to be credited to the Unit Owner's monthly assessment obligation.

At the settlement for each Unit purchased, the purchaser will be required to pay additional normal and customary settlement costs.

Upon the resale of a Unit, the Association shall be permitted to impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act, as described in Section 11.17 of the Declaration. The Capital Improvement Fee imposed by the Association against each resale or retransfer of a Unit will be the amount set forth in the then-current yearly budget of the Association, subject nevertheless to the limitations set forth in Section 5302(a)(12) of the Act.

## 9. **ENCUMBRANCES UPON TITLE**

The Community is subject to the terms of the Community Documents, as they may be amended from time to time.

The Act grants certain statutory easements that affect the Community including:

(a) An easement provided in Section 5216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(b) The rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Community and, as provided in the Declaration, maintain sales offices, management offices and models in the Community.

(c) An easement provided the Declarant by Section 5218 of the Act over and through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising Special Declarant Rights (such as those options retained in connection with Convertible Real Estate).

As of the date of this Public Offering Statement, the Community is subject to one or more mortgages obtained by Declarant to finance the acquisition and development of the Community. Each Unit will be released from any existing mortgage(s) of Declarant at the time of the Unit settlement.

In addition to the foregoing, title to any Unit within the Community will be subject to unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments that an accurate and complete survey would disclose.

10. **FINANCING FOR PURCHASERS OF UNITS**

The Declarant does not intend to offer financing to or arrange financing for purchasers of Units.

11. **WARRANTIES PROVIDED BY THE DECLARANT**

Pursuant to Section 5411 of the Act, the Declarant warrants against structural defects in structures constructed, modified, altered or improved by or on behalf of Declarant in:

- (i) Each of the Units and Controlled Facilities that are a part of a Unit for two (2) years from the date each Unit is conveyed by Declarant to a bona fide purchaser; and
- (ii) All of the Controlled Facilities that are not part of a Unit and all Common Facilities for two (2) years, except facilities which have been dedicated to a municipality, municipal authority or other governmental unit.

There are no other warranties, express or implied, on any of the structures, fixtures or appliances in the Units or Common Elements, except as may be provided by manufacturers or specifically provided by the Declarant in the Purchase Agreement for a Unit.

Except for any manufacturers' warranties and any limited warranty that may be provided, and except for the warranties provided pursuant to the Act, **DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** By accepting a Deed to a Unit, a Unit purchaser acknowledges and accepts such disclaimer and agrees to waive any and all rights such purchaser may have by virtue of any of such representations and warranties.

12. **LITIGATION OR UNCURED VIOLATIONS INVOLVING THE ASSOCIATION OR THE PLANNED COMMUNITY**

As of the effective date of this Public Offering Statement there are no judgments against the Association, nor is it a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation that would have any material effect on



the Community or the Project Property. Furthermore, the Declarant has no notice of any outstanding and uncured violations of any governmental requirements.

13. **DEPOSITS UNDER PURCHASE AGREEMENTS**

Any deposit made in connection with the purchase of a Unit from the Declarant, and required by the Act to be held in escrow, shall be held in an escrow account in accordance with Section 5408 of the Act and shall be returned to the purchaser if the purchaser cancels his contract pursuant to Section 5406 of the Act. Notwithstanding the foregoing, the Declarant, in lieu of escrowing purchaser deposits, may obtain and maintain a corporate surety bond or an irrevocable letter of credit until all deposits received by Declarant have been deposited in escrow, or properly credited or refunded to a purchaser, as applicable, all in accordance with Section 5408 of the Act.

14. **RESTRICTIONS ON TRANSFERABILITY OR USE OF UNITS IN THE COMMUNITY**

A. **Restrictions on Resale and Leasing**

There are no restrictions imposed by the Declaration upon the resale of a Unit in the Community by its owner, and there is no right of first refusal with respect to such a resale reserved in the Declaration for the benefit of the Association. All Unit resales by a Unit Owner other than Declarant are subject to Section 5407 of the Act, which sets forth certain disclosure requirements that must be met by the Owner selling his Unit and/or by the Association.

Article X of the Declaration provides certain requirements that must be met for leasing of Units in the Community. These limitations include the following:

(a) No Residential Unit may be leased for an initial term of less than twelve (12) months.

(b) All leases must be in writing and are subject to the requirements of the Community Documents and the Association. A default under the Community Documents will constitute a default under the lease.

(c) A Unit Owner shall deliver a copy of the Community Documents to the tenant at the time the lease is executed and the tenant shall sign a receipt therefor. Copies of any amendment(s) to such documents shall be delivered by the Unit Owner to the tenant if the amendment(s) affect the tenant's occupancy of the Unit.

(d) A Unit Owner must provide the Executive Board with the name(s) of the tenants, the address of the leased 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 (c) above within thirty (30) days after execution of the lease.

(e) 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 provisions will not relieve the Unit Owner of his obligation for payment of same in the event that the tenant fails to do so.

The foregoing lease restrictions are not applicable to the Declarant, or to a mortgagee that is either in possession of a Unit or is a purchaser at a judicial sale.

B. Restrictions on Use of Units

In addition to the restrictions upon the use of Units in the Community discussed earlier in this Narrative (under the heading "General Description of Meeder"), the Community Documents impose the following restrictions on use:

(a) All Residential Units in the Community, except for any Units used by the Declarant or its designee as a model or sales or management office, are restricted to residential use. Any accessory uses that are customarily incidental to a residential use are subject to Township zoning regulations and the applicable provisions of the Community Documents. Non-Residential Units are restricted to non-residential uses that conform to applicable municipal requirements and to the Community Documents. All Units are to be maintained in a clean, sanitary, safe and attractive condition and in a good state of repair.

(b) Unit Owners must comply with all laws and governmental requirements and all restrictions contained in the Community Documents.

(c) Unit Owners may not obstruct the Common Elements in any way nor may Unit Owners store or place anything in or on the Common Elements without the prior written consent of the Executive Board.

(d) All garbage and trash must be disposed of in accordance with municipal regulations.

(e) No nuisance, or noxious, offensive or dangerous activity shall be carried on in any Unit or on the Common Elements.

(f) No Residential Unit Owner other than the Declarant or its designee may erect any sign, advertising poster or billboard on his Unit or any Limited Common Element that is visible from outside his Unit without prior written permission of the Architectural Control Committee, except as otherwise permitted by the Declaration, any Rules and Regulations or applicable law. Further Section 9.1.15 of the Declaration also sets forth limitations on erecting for sale and rent signs.

(g) Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages or driveways. 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 visitors, guests and invitees of 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 of the Declaration. Cars parked in Unit driveways may not extend over sidewalks or into alleys.

(h) Only customary household pets may be kept in a Unit.

Purchasers of Units within the Community should refer to Articles VI and IX of the Declaration for the complete text of use restrictions for the Community.

## 15. **ASSOCIATION INSURANCE**

The Association will obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part, 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, all in accordance with the provisions of Section 5312 of the Act. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. The premium for any such insurance shall be paid by the Association, and each Unit Owner shall pay his share as part of his assessment for common expenses, subject to the remainder of this Section 15.

The Association will also carry a liability insurance policy to insure against liability arising out of the use, ownership or maintenance of the Common Elements, subject to the remainder of this Section 15. However, this policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

Each Unit Owner is solely responsible for obtaining property insurance for his Unit and the improvements located thereon and liability insurance with respect to claims arising out of the use and ownership of his individual Unit. Casualty and liability insurance are recommended for each Unit Owner to protect against fire or other damage to his Unit and personal property and to protect against liability claims arising from events occurring or conditions within the Unit.

The Association is also authorized to obtain directors' and officers' liability insurance and indemnification insurance, to the extent reasonably available and affordable, and a fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association.

The Executive Board of the Association is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

Further details regarding insurance are set forth in the Maintenance Summary attached to Exhibits portion of this Public Offering Statement.

Prospective Unit Owners are encouraged to discuss the Community's insurance coverage with their insurance agents and to provide the agents with a copy of the Declaration so that the Unit Owners' insurance coincides with the Association's policies without gaps or overlaps in coverage.

16. **EXPECTED FEES OR CHARGES FOR USE OF THE COMMON ELEMENTS AND OTHER FACILITIES WITHIN THE PLANNED COMMUNITY**

The Association reserves the right to establish and charge reasonable fees to the Unit Owners, occupants of the Community and owners and occupants of the Project Property, and their respective guests and invitees for the use of common facilities and any recreational facilities or community amenities that may be constructed within the Community and to establish Rules and Regulations in connection with such facilities.

17. **PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS AND MAJOR UTILITY INSTALLATIONS**

All structural components and major utility installations within the Community will be new. The projected useful life of those components for which reserves will be maintained is detailed in the full budgets included in this Public Offering Statement.

18. **ENVIRONMENTAL MATTERS**

Declarant has no knowledge of any hazardous conditions, including contamination affecting the Community by hazardous substances, hazardous wastes or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances. Declarant has no knowledge of any other investigation conducted to determine the presence of hazardous conditions on or affecting the Community. Declarant has no knowledge of any other finding or action recommended to be taken in any other report of any investigation or by any governmental body, agency or authority in order to correct any hazardous conditions or any action taken pursuant to any such recommendations.

Additional information concerning environmental conditions affecting the Community may be obtained from the following:

Pennsylvania Department of Environmental Protection  
Southwest Regional Office  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745  
Phone: (412) 442-4000

U.S. Environmental Protection Agency  
841 Chestnut Street  
Philadelphia, PA 19107  
Phone: (215) 597-9800

19. **SINKHOLES**

The Property is located in a region of Pennsylvania in which sinkhole formation occurs. A sinkhole is a subsidence feature characterized by downward movement of surface material that occurs naturally due to the physical and chemical weathering of certain types of bedrock, primarily limestone and dolomite. More information about these topics can be obtained from the website of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Topographic and Geologic Survey at [www.dcnr.state.pa.us/topogeo](http://www.dcnr.state.pa.us/topogeo). To the knowledge of Declarant, no sinkholes have been discovered on the Project Property. However, prospective Unit purchasers are advised to contact their insurance agent or carrier to determine whether their Unit Owner's insurance covers damage related to sinkholes. Such coverage is generally available in Pennsylvania.

20. **AMENDMENTS**

This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or otherwise required by the Act.

**ANY INFORMATION OR DATA REGARDING THE COMMUNITY OR THE SUBJECT MATTER OF THIS PUBLIC OFFERING STATEMENT NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT, INCLUDING ANY INFORMATION CONTAINED IN WRITTEN ADVERTISEMENTS, ON INTERNET ADVERTISEMENTS OR ON INTERNET WEBSITES, MUST NOT BE RELIED UPON, AND DECLARANT SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY THEREFOR. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN, AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.**

## CERTIFICATION

I, PATRICK T. COOPER, being a Registered Professional Engineer (Pennsylvania License No. 042416-E), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania (the "Community"), hereby certify, pursuant to Section 5210(IX)(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: (i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc. and dated January 4, 2019, which is being recorded in the Recorder's Office simultaneously with this Certification ("Meeder Plan"); and (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, which is being recorded in the Recorder's Office simultaneously with this Certification (collectively, 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 "Meeder, A Planned Community."

3. Location; Dimensions. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan and are more particularly described on **Exhibit A** of the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, 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, driveways, 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 Plans 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. Subject to Declarant right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

**[Signature Page Follows]**

Dated:

Patrick T. Cooper  
Name:

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

:  
:  
:

SS:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Shelley M. Cardimen, Notary Public  
South Park Twp., Allegheny County  
My Commission Expires Dec. 11, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

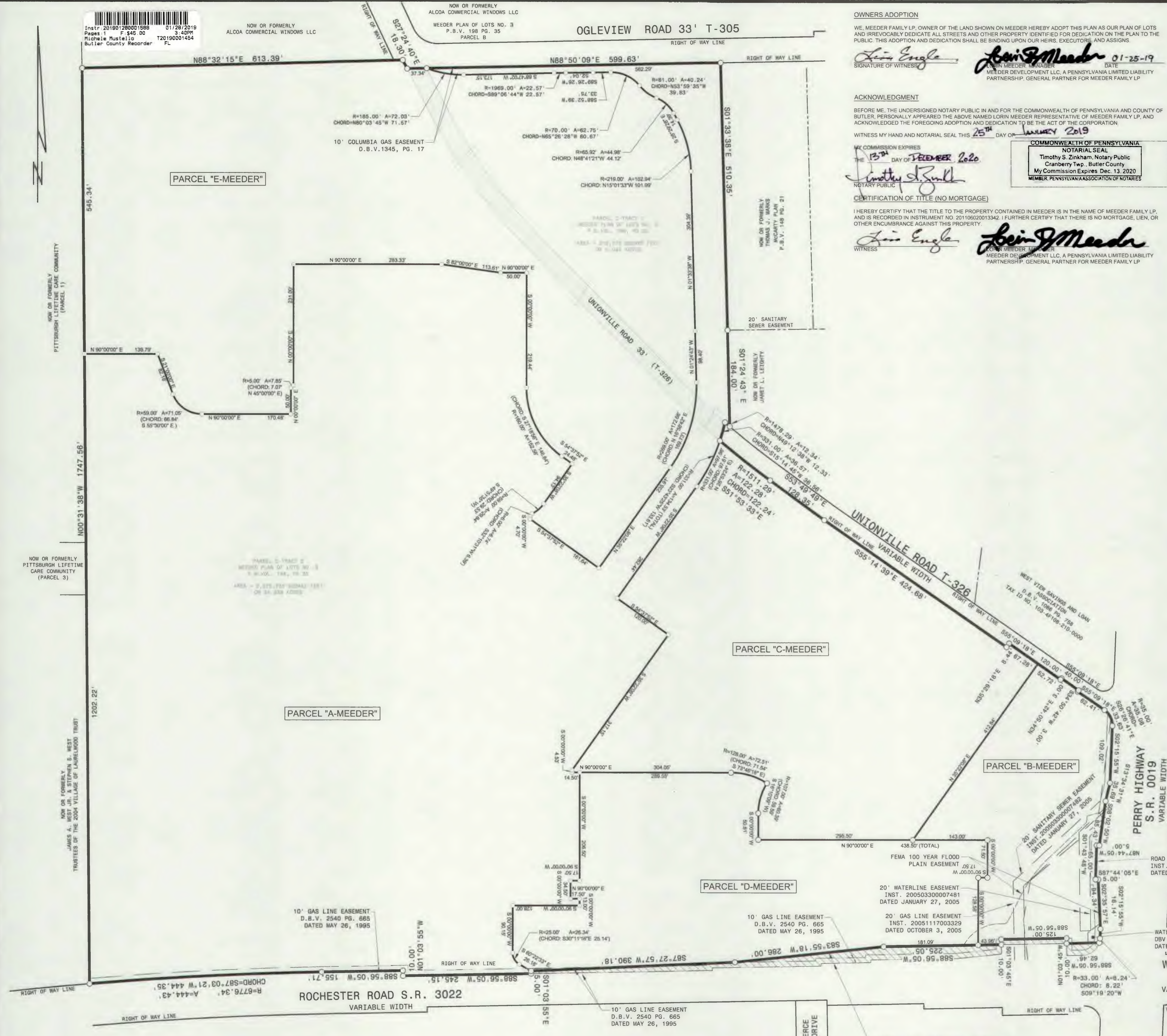
On this, the 30~~th~~ day of January, 2019, before me, the undersigned officer, personally appeared Patrick T. Cooper, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Shelley M. Cardimen  
Notary Public

My Commission Expires: 12/11/2019





MEEDER PLAN OF LOTS NO. 3  
P.B.V. 198 PG. 35  
PARCEL B

Ogleview Road 33' T-305

Parcel "E-MEEDER"

Parcel "A-MEEDER"

Parcel "D-MEEDER"

Parcel "B-MEEDER"

Parcel "C-MEEDER"

Unionville Road 23' (T-308)

Unionville Road 33' T-305

Perry Highway S.R. 0019

Rochester Road S.R. 3022

10' COLUMBIA GAS EASEMENT  
D.B.V. 1345, PG. 17

10' GAS LINE EASEMENT  
D.B.V. 2540 PG. 665  
DATED MAY 26, 1995

20' WATERLINE EASEMENT  
INST. 20050300007481  
DATED JANUARY 27, 2005

20' GAS LINE EASEMENT  
INST. 2005117003329  
DATED OCTOBER 3, 2005

20' SANITARY SEWER EASEMENT  
INST. 20050300007482  
DATED JANUARY 27, 2005

FEMA 100 YEAR FLOOD  
PLAIN EASEMENT 05 L1  
M. 20050300007481

RIGHT OF WAY INFORMATION FOR THIS AREA  
 • RIGHT OF WAY ACCEPTED BY THE TOWNSHIP OF CRANBERRY, INST. 20180110000704, RECORDED ON JANUARY 01, 2018.  
 • ROAD WIDENING, INST. 20050300007480, DATED JANUARY 27, 2005  
 • RIGHT OF WAY TAKING, SEE D.B.V. 2667 PG. 686  
 • CONDEMNATION RECORD BOOK 639, PAGE 332, DATED JUNE 29, 1965

OWNER:  
MEEDER FAMILY LP  
20515 ROUTE 19  
CRANBERRY TOWNSHIP, PA 16066

**OWNERS ADOPTION**  
WE, MEEDER FAMILY LP, OWNER OF THE LAND SHOWN ON MEEDER HEREBY ADOPT THIS PLAN AS OUR PLAN OF LOTS AND IRREVOCABLY DEDICATE ALL STREETS AND OTHER PROPERTY IDENTIFIED FOR DEDICATION ON THE PLAN TO THE PUBLIC. THIS ADOPTION AND DEDICATION SHALL BE BINDING UPON OUR HEIRS, EXECUTORS AND ASSIGNS.  
*John S. Zinkham*  
MEEDER DEVELOPMENT L.L.C. A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP, GENERAL PARTNER FOR MEEDER FAMILY LP  
DATE: 01-25-19

**ACKNOWLEDGMENT**  
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF PENNSYLVANIA AND COUNTY OF BUTLER, PERSONALLY APPEARED THE ABOVE NAMED LORIN MEEDER REPRESENTATIVE OF MEEDER FAMILY LP, AND ACKNOWLEDGED THE FOREGOING ADOPTION AND DEDICATION TO BE THE ACT OF THE CORPORATION.  
WITNESS MY HAND AND NOTARIAL SEAL THIS 25<sup>TH</sup> DAY OF JANUARY 2019.  
COMMISSION EXPIRES THE 15<sup>TH</sup> DAY OF DECEMBER 2020  
*Timothy S. Zinkham*  
NOTARY PUBLIC  
MEEDER DEVELOPMENT L.L.C.  
MEEDER DEVELOPMENT L.L.C. A PENNSYLVANIA LIMITED LIABILITY PARTNERSHIP, GENERAL PARTNER FOR MEEDER FAMILY LP

**SURVEYOR'S CERTIFICATION**  
I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN HEREON ARE CORRECT AND ACCURATE TO THE STANDARDS REQUIRED.  
DATE: 1-28-19  
*Patrick J. Cooper*  
PATRICK J. COOPER P.E.  
REG. NO. SU-040592-E

**MUNICIPAL DECLARATIONS**  
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY, HEREBY GIVES NOTICE THAT IN APPROVING THIS PLAN FOR RECORDING, THE TOWNSHIP OF CRANBERRY HAS NOT ACCEPTED DEDICATION OF ANY STREETS, LAND OR PUBLIC FACILITIES AND HAS NO INTENTION TO IMPROVE OR MAINTAIN SUCH STREETS, LAND OR FACILITIES.  
*Richard M. Halley*  
CHAIRMAN, BOARD OF SUPERVISORS  
DATE: 1/25/19  
THE TOWNSHIP OF CRANBERRY AGREES NOT TO ISSUE BUILDING PERMITS UNTIL THE "PLANNING MODULE FOR LAND DEVELOPMENT" HAS BEEN APPROVED IN ACCORDANCE WITH THE REGULATIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.  
*John S. Zinkham*  
TOWNSHIP MANAGER  
APPROVED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY BY RESOLUTION NO. 2018-77 ON THE 25<sup>TH</sup> DAY OF JANUARY, 2019.  
*Richard M. Halley*  
CHAIRMAN, BOARD OF SUPERVISORS  
TOWNSHIP ANDEREE TOWNSHIP MANAGER FOR THE TOWNSHIP OF CRANBERRY, CERTIFY THAT THE CONDITIONS FOR FINAL APPROVAL OUTLINED IN RESOLUTION NO. 2018-77 HAVE BEEN MET IN ACCORDANCE WITH SECTIONS 22-305 AND 22-307 OF THE TOWNSHIP OF CRANBERRY CODE OF ORDINANCES.  
*John S. Zinkham*  
TOWNSHIP MANAGER  
MICHAELE M. MUSTELLO, A REGISTERED PROFESSIONAL ENGINEER, THE TOWNSHIP ENGINEER FOR CRANBERRY TOWNSHIP, HEREBY CERTIFY THAT THIS LAND DEVELOPMENT PLAN MEETS ALL THE ENGINEERING AND DESIGN REQUIREMENTS OF THE TOWNSHIP ORDINANCES EXCEPT AS DEPARTURES HAVE BEEN AUTHORIZED BY THE CRANBERRY TOWNSHIP BOARD OF SUPERVISORS.  
TOWNSHIP ENGINEER: *Michelle J. Mustello*  
DATE: 1/28/19  
REG. NO. PE01855

**BUTLER COUNTY PLANNING COMMISSION REVIEW STATEMENT**  
REVIEWED BY THE BUTLER COUNTY PLANNING COMMISSION ON THIS 17 DAY OF Feb 2018  
*Chuck Day* SECRETARY  
*Frank Griebel* CHAIRMAN, BUTLER COUNTY PLANNING COMMISSION  
# 181940

**PROOF OF RECORDING**  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, IN PLAN BOOK VOLUME 376 PAGE(S) 8.  
GIVEN UNDER MY HAND AND SEAL THIS 28 DAY OF Jan 2019.  
RECORDER OF DEEDS: *Michele M. Mustello*

**RECORDER OF DEEDS**  
MICHELE M. MUSTELLO  
RECORDER OF DEEDS  
My Commission Expires First Monday in January 2020

**NOTES:**  
1) THE SUBJECT PROPERTY LIES IN AREA ZONE X, AREA OF MINIMAL FLOOD-HAZARD, & ZONE AE WHICH ARE AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 0.1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE / FUTURE CONDITIONS 1% ANNUAL CHANCE FLOOD HAZARD AS DEPICTED ON FLOOD INSURANCE RATE MAP NUMBER 42019C0503D, MAP REVISED AUGUST 2, 2018.



**EXISTING AREAS**

EXISTING PARCEL C IN MEEDER PLAN OF LOTS NO. 3 = 2,595,426 SQ.FT. OR 59.583 ACRES  
UNIONVILLE ROAD RIGHT OF WAY = 30,115 SQ.FT. OR 0.691 ACRES  
TOTAL AREA = 2,625,541 SQ.FT. OR 60.274 ACRES

**MEEDER - PLAN AREA SUMMARY**

PARCEL "A-MEEDER" = 1,232,842 SQ.FT. OR 28.302 ACRES  
PARCEL "B-MEEDER" = 122,206 SQ.FT. OR 2.806 ACRES  
PARCEL "C-MEEDER" = 366,950 SQ.FT. OR 8.424 ACRES  
PARCEL "D-MEEDER" = 231,234 SQ.FT. OR 5.308 ACRES  
PARCEL "E-MEEDER" = 672,309 SQ.FT. OR 15.434 ACRES (INCLUDES UNIONVILLE ROAD RIGHT OF WAY)  
TOTAL AREA = 2,625,541 SQ.FT. OR 60.274 ACRES

ENGINEER: *Michele M. Mustello*  
SURVEYOR: *Patrick J. Cooper*  
COUNTY PLANNING  
DEPARTMENT OF REAL ESTATE

**LEGEND**

- EASEMENT LINES  
- SETBACK LINES  
- FORMER RIGHT OF WAY LINE

**GRAPHIC SCALE**

0 50 100 200 400  
IN FEET  
1 inch = 100 ft.

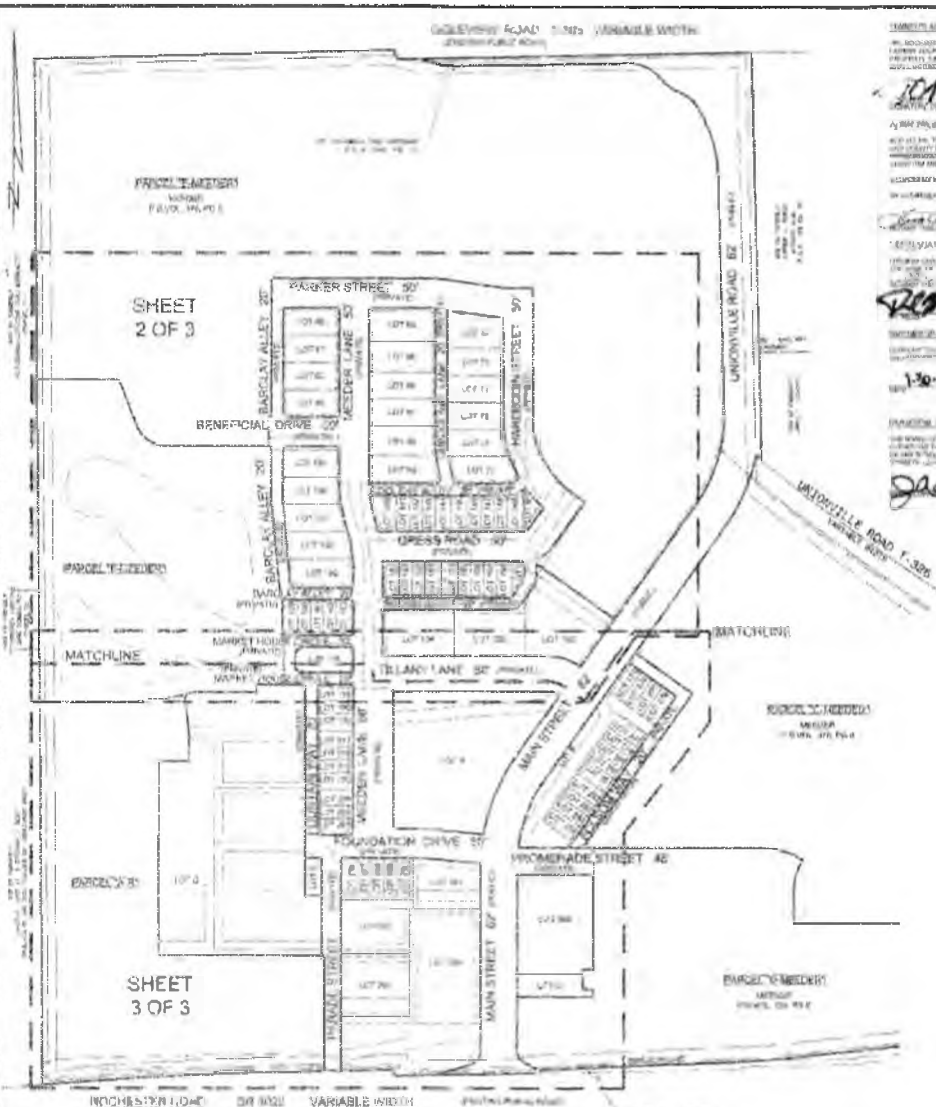
The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 Morris Road, Pittsburgh, PA 15205  
gatewayengineers.com 855-634-9284

**MEEDER**  
BEING A SUBDIVISION OF PARCEL C IN MEEDER PLAN OF LOTS NO. 3, AS RECORDED IN P.B.V. 198, PG. 35  
SITUATE IN  
**CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA**  
MADE FOR  
**MEEDER FAMILY LP**  
A PENNSYLVANIA LIMITED PARTNERSHIP

Date: JANUARY 22, 2019  
Job Number: C-19807-0022  
Dwg No: 503.802

PM: PJC DB: CLR CE: PJC SCALE: 1" = 100'

Print Date: 1/22/2019 11:14 AM  
Plot Date: 1/22/2019 11:14 AM  
Save Date: 1/22/2019 11:12 AM



**STANDARD SPECIFICATIONS**  
 ALL RECORDS AND RECORDS SHALL BE KEPT AT THE OFFICE OF THE ENGINEER FOR A PERIOD OF FIVE YEARS AFTER THE DATE OF THE RECORDS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION.

**APPROVALS**  
 PROJECT MANAGER: [Signature]  
 SUPERVISOR: [Signature]  
 DATE: 1-20-19

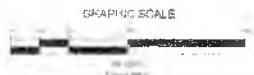
**NOTICE TO CONTRACTORS**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION.

**NOTICE TO RECORDERS**  
 THE RECORDS SHALL BE KEPT AT THE OFFICE OF THE ENGINEER FOR A PERIOD OF FIVE YEARS AFTER THE DATE OF THE RECORDS. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION. THE ENGINEER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION.



**NOTICE TO CONTRACTORS**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RECORDS FROM LOSS, DAMAGE, OR DESTRUCTION.

LOT	OWNER	ADDRESS	DATE
LOT 1	...	...	...
LOT 2	...	...	...
LOT 3	...	...	...
LOT 4	...	...	...
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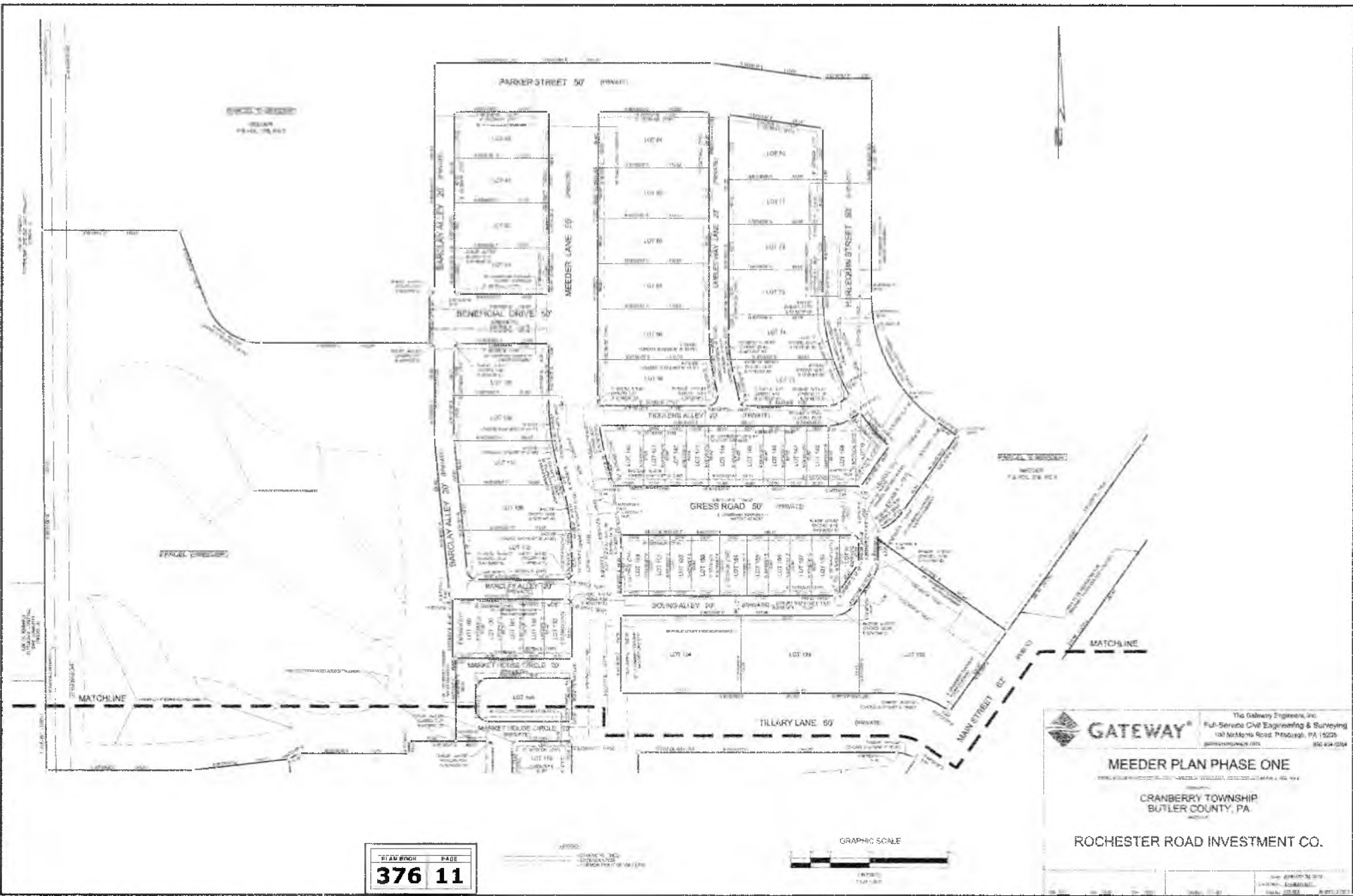


**376 10**

**GATEWAY** The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 1410 Ardmore Road, Pottsville, PA 17870  
 (717) 261-1111

**MEEDER PLAN PHASE ONE**  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY PA

**ROCHESTER ROAD INVESTMENT CO.**



PLAN BOOK PAGE  
**376 11**

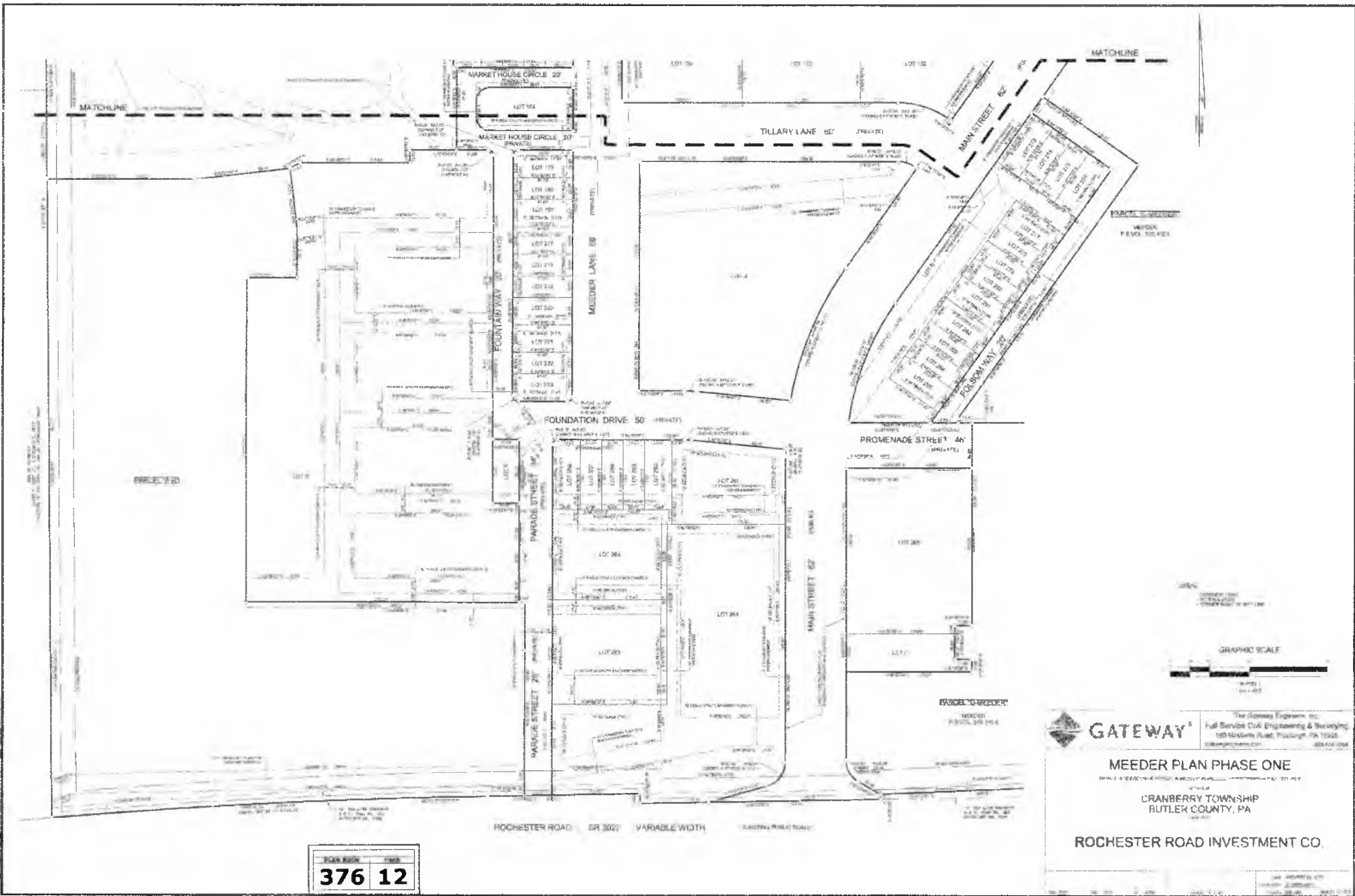


**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 101 McMorris Road, Pittsburgh, PA 15229  
 412.261.1000

**MEEDER PLAN PHASE ONE**  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA

**ROCHESTER ROAD INVESTMENT CO.**

DATE: 08/01/2019  
 DRAWN: [Name]  
 CHECKED: [Name]



**GATEWAY** The Gateway Engineers, Inc.  
 Full Service Civil Engineering & Surveying  
 180 N. 4th St., P.O. Box 1000  
 Butler, PA 15502  
 (724) 839-1111

**MEEDER PLAN PHASE ONE**  
 180 N. 4th St., P.O. Box 1000  
 Butler, PA 15502

**ROCHESTER ROAD INVESTMENT CO.**

PLAN BOOK PAGE  
**376 12**

ROCHESTER ROAD SR 3027 VARIABLE WIDTH EXISTING PUBLIC ROAD

MEEDER PLAN PHASE ONE



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

*Michele M. Muzelle*  
 Michele M. Muzelle - Recorder of Deeds

1910 02/01/2019  
 Pages: 01 F. \$212.50 10:25AM  
 Michele Muzelle T20190001717  
 Butler County Recorder MLCRANBERR

The Recorder's Office is directed to index this Declaration  
 against ROCHESTER ROAD INVESTMENT COMPANY, in the grantor indexes, and  
 MEEDER, 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  
 MEEDER, 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")

*After Recording - Please Return to:  
 Ron Hendrick  
 Planning & Development Services  
 CRANBERRY TOWNSHIP  
 2525 ROCHESTER RD, STUNDO  
 CRANBERRY TOWNSHIP, PA 17015*

**Date: January 30, 2019  
 EFFECTIVE UPON RECORDING**

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

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

**ARTICLE I**

**SUBMISSION: DEFINED TERMS**

**Section 1.1. Declarant: Property, County, Name.** Rochester Road Investment Company, 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 "Meeder, A Planned Community" (the "Community" or "Meedar").

**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 Power Easement as set forth in record Book 1358, Page 1049

1.2.2. Subject to a certain Pennsylvania Power Company Easement dated June 30, 1996 and recorded in Book 2667, Page 686.

1.2.3. Subject to a certain right of way granted to the Township of Cranberry for State Route 19 and State Route 3022 (Rochester Road), recorded on March 30, 2005 as Instrument No. 200503300007480.

1.2.4. Subject to a 20 ft. wide Water Line Easement granted to the Township of Cranberry, recorded on March 30, 2005 as Instrument No. 200503300007481.

1.2.5 Subject to a 20 ft. wide Sanitary Sewer Easement granted to the Township of Cranberry dated January 27, 2005 and recorded on March 30, 2005 as Instrument No. 20053300007483.

1.2.6 Subject to certain Water Line Easement, dated November 30, 1988, to the Municipal Sewer and Water Authority of the Township of Cranberry recorded in Book 1442, Page 23.

1.2.7 Subject to a certain Easement granted to North Pittsburgh Telephone Company recorded in Book 1941, Page 98.

1.2.8 Subject to a 10 ft. right of way for pipeline granted to Columbia Gas of Pennsylvania, Inc., recorded on March 21, 1987 in record Book 1345, Page 17.

1.2.9 Subject to a certain right of way, dated May 20, 1985, to lay eight (8) inch pipeline to Columbia Gas of Pennsylvania, Inc., recorded in Book 2540, Page 665.

1.2.10 Subject to a 20 ft. wide Gas Line Easement granted to Columbia Gas of Pennsylvania, Inc., recorded on November 17, 2005 as Instrument No. 200511170033329.

1.3.2 hereof 1.2.11 Subdivision and Land Development Plan, as defined in Section

1.2.12 PCSM Documents, as defined in Section 1.3.2 hereof.

1.3.2 hereof 1.2.13 Apartment Tract Reciprocal Easement, as defined in Section

1.2.14 Conservation 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 Plans 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 F attached hereto, as 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 in 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 referred 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 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 "Mondor 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 5308 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, PC&M 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.

"Conservation Easement" means that certain conservation easement agreement that sets forth the easements, covenants, and restrictions pertaining to and encumbering the Historic Farmstead and which will be recorded in the Recorder's Office subsequent to the recording of this Declaration.

"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.

"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 500(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

"Historic Farmstead" shall have the meaning set forth in Section 4.3 below

"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 5207 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.

"Meeder Plan" means that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc. and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder's Office as Instrument No. 2019K1280001500.

"Non-Residential Unit" means a Unit other than a Residential Unit, as described herein and in the Plans 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 January 2019, 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 simultaneously with 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 Meader, 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.

"Promenade 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 in **Exhibit E** attached hereto.

"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 Plans 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 Master Plan, (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, which is being recorded in the Recorder's Office simultaneously with this Declaration, (iii) that certain land development plan consisting of sixty-eight (68) pages, prepared for Rochester Road Investment Co., having an issue date of September 2018, and titled Final Approval for MEEDER PHASE 1, which is approved by and filed with the Township; and (iv) that certain land development plan consisting of fifty-two (52) pages, prepared for Rochester Road Investment Co., having an issue date of December 2018, and titled MEEDER MASTERPLAN, which is approved by and filed with the Township.

"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.

2.2.1 hereof "Type A Unit" means a detached Residential Unit described in Subsection

2.2.2 hereof "Type B Unit" means an attached Residential Unit described in Subsection

2.2.3 hereof "Type C Unit" means a detached Residential Unit described in Subsection

2.2.4 hereof "Type D Unit" means an attached Residential Unit described in Subsection

2.2.5 hereof "Type E Unit" means a Residential Unit or a Non-Residential Unit described in

"Type F Unit" means a Unit described in Subsection 2.2.6 hereof

"Unimproved Unit" means a Unit that is not an Improved Unit

"Unionville Landscaping Island" means the landscaping island associated with the traffic circle located at the intersection of Unionville Road and Ogle View Road

"Unit" means a Unit as described herein and in the Plans 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 the contrary provisions, not prohibited by the Act, are contained in one or more of the Community Documents.

## ARTICLE 4

### 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 (i) 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 Plans 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, sloops (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, sloops, exterior entry gates, 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 Plans 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).

**2.2.8. 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 Plans and Plans from time to time.

**2.2.9. Improvements.** Except as may be specifically set forth to the contrary in this Declaration or on the Plans 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 Unit 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 Unit 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 7.7, 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 all Type B Units and Type C Units:

(a) Unit driveways;

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

(c) Beauty Strips abutting Type B Units and Type C Units.

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 and Type C Units are Limited Common Elements solely as to Maintenance obligations but not for general use or access purposes.

3.1.4 The following surfaces appurtenant to all Type D Units and Type E Units shall be Limited Common Elements appurtenant to the Type D Unit(s) and Type E Units they serve:

- (a) Driveways serving Type D Units or Type E Units;
- (b) Sidewalks abutting Type D Units or Type E Units as well as service walks and other walkways serving such Units;
- (c) Beauty Strips abutting Type D Units or Type E Units; and
- (d) Parking spaces as shown on the Plans and Plans.

Maintenance of the areas referenced in Subsection 3.1.4, including the reasonably practical removal of snow therefrom and the reasonably practical treatment of ice accumulation thereon, shall be the responsibility of the Association.

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 5.20.2 of the Act.

**Section 3.2 Common Elements Not Previously Allocated** As permitted by Section 5.20.9(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 the Declaration and/or the Plans 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 Plans 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; 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 Unionville 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. The Historic Farmstead, which is further described in Section 4.3 below; and

4.1.11. Any other portion of the Community designated as Common Facilities on the Plans 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. Historic Farmstead.** The "Historic Farmstead" shall mean that certain parcel of real estate depicted and identified as Parcel "B-Meeder" on the Meeder Plan, including the historic farmhouse, its contents, and the barn located thereon. The Historic Farmstead is an integral part of the Community to be developed by Declarant. Specifically, the Community will derive benefits from the ongoing preservation of the Historic Farmstead given its proximity, its nature and character, the open space it provides, and the Community identifying artwork to be located on the exterior surface of the barn, as further described below. The use and Maintenance of the Historic Farmstead is subject, subordinate and shall conform in all respects to the Conservation Easement, including without limitation all restrictions, requirements and limitations therein.

Declarant, at its sole cost and expense, shall perform any and all work to the historic farmhouse and barn in accordance with the governmental permits and approvals for the Community or otherwise deemed reasonably necessary, in Declarant's sole discretion, to stabilize and preserve the basic structures comprising the Historic Farmstead ("Declarant's Preservation Work"). In addition to Declarant's Preservation Work, Declarant intends to paint or otherwise install artwork on the exterior surface of the barn identifying the Community. Other than the Declarant's Preservation Work and the installation of any

work on the exterior of the barn, Declarant shall not be required to perform any work on or to the Historic Farmstead.

Upon completion of Declarant's Preservation Work and installation of the said artwork on the exterior surface of the barn, the Historic Farmstead will be conveyed to the Association pursuant to Section 4.6 hereof and shall be deemed substantially complete when Declarant completes Declarant's Preservation Work and any said artwork. Upon conveyance to the Association the Association shall be solely responsible for the Maintenance of the Historic Farmstead in accordance with this Declaration, all applicable governmental permits and approvals, all applicable laws and the Conservation Easement.

**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 completed or 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 Plans and Maps 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 Plans and Maps, 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 (hereinafter

(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 Plans and Plans or any amendment thereto, from time to time.

5.1.3. 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.

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

5.15 The Unionville Landscaping Island, as more particularly depicted and identified on the Plans and Plans, is a Controlled Facility only as to the Association's obligation to maintain the landscaping thereon, unless and until such time as the Unionville Landscaping Island, or any portion thereof, is offered to and accepted for dedication by the Township.

5.16 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).

8.1), 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 8.1 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 8.2 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 composed of three (3) members appointed by the Executive Board, except as otherwise provided in Section 8.3 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 8.3 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 Owner.

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 8.3 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 8.4 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 5.5                    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 5.6                    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 5.7                    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 Improvement 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 and Type C Units more particularly described in Sections 3.1.2 and 3.1.3 hereof;

(c) Certain yard areas, Beauty Strips, sidewalks, driveways, service walks and other walkways appurtenant to Type D Units and Type E Units more particularly described in Sections 3.1.2 and 3.1.4 hereof;

(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 Plans 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 of and upon Unionville Landscaping Island;

(k) Certain Stormwater Management Facilities and PCSM BMPs more particularly described in Section 7.7 hereof;

(l) The Historic Farmstead more particularly described in Section 4.5 hereof; and

(m) Community signage and artwork (including, without limitation the artwork located on the barn comprising a part of the Historic Farmstead) and monumentation.

**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 to 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 7.3 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 7.3 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 amendment, 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 benefited Unit Owner(s) as a Limited Common Expense allocated to the Unit(s) as set forth in Section 7.3 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, acknowledgments, 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 7.6**                    **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 Conduit 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 value 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 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 provisions set forth in Section 71.4 below. In the alternative, the Township shall have the right to impose a Municipal Lien (Act, 63 P.S. 57106, as amended) against the Association and/or the Lien 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 lands adjacent to or near the Community including without limitation, the Promenade Tract or 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 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 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.

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; Antennae

(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 Reception 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 9.1.9 (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 9.1.9 (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 topsail, 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.

**§ 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.

**§ 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.

**§ 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 be 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.

**§ 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 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 or 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 maintenance man 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 held 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 Paltan 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 such 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 leave 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, including, without limitation, the costs of Maintenance of the Historic Farmstead;

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 5310(1) 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

11.4.4. If 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 the 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 become due before the sale, other than no more than six (6) months of assessments that come 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 of 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 attorney's 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 5203(b) of the Act.

**Section 11.8. 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 hereafter at the closing with each Initial Third Party Purchaser, the Association shall

collected 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 those 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 5312 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 in 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 effected 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(a) 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(b)(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 non-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.

14.8.2. 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 14.11(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 Plans 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 Recording 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 Plans 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 10.6.

## 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 6302 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 6302 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 limitation 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 effected in strict accordance with Section 531B 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 acre(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 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 Allocation Interest apportioned 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").

***[Signature page follows]***

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby, has duly executed this Declaration as of this 29<sup>th</sup> day of January, 2019

**DECLARANT:**  
**ROCHESTER ROAD INVESTMENT COMPANY**

By [Signature]  
Name: Anthony Fernando-Bieda  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LANCASTER BUTLER

SS

On this, the 29<sup>th</sup> day of January, 2019, before me, a Notary Public, the undersigned officer, personally appeared Anthony Fernando-Bieda who acknowledged himself to be the Vice President of Rochester Road Investment Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

[Signature]  
Notary Public Jennifer R. Rickabaugh

(SEAL)

My commission expires:

Commonwealth of Pennsylvania - Notary Seal  
Jennifer R. Rickabaugh, Notary Public  
Butler County  
My commission expires May 16, 2022  
Commission number 1282887  
Member, Pennsylvania Association of Notaries

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

**ALL THAT CERTAIN** parcel of land, being Parcel "A-Meeder", Parcel "B-Meeder", Parcel "C-Meeder", Parcel "D-Meeder", and Parcel "E-Meeder" in the Meeder Plan (as defined in Section 1.3.2 of this Declaration), 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 Rochester Road, State Route No. 3022, variable width, at the line dividing Parcel "A-Meeder" in the Meeder Plan and lands now or formerly of James A. West, Jr. and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust, thence from said point of beginning by the line dividing Parcel "A-Meeder" and Parcel "E-Meeder" in said Meeder Plan from lands now or formerly of James A. West, Jr. and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust, lands now or formerly of Pittsburgh Lifetime Care Community, and other lands now or formerly of Pittsburgh Lifetime Care Community, N 00° 31' 38" W a distance of 1,747.66 feet to a point on the line dividing Parcel "E-Meeder" in said Meeder Plan and lands now or formerly of Alcoa Commercial Windows LLC; thence by the line dividing Parcel "E-Meeder" in said Meeder Plan and lands now or formerly of Alcoa Commercial Windows LLC N 88° 32' 15" E a distance of 613.38 feet to a point on the southwesterly right of way line of Unionville Road, T-325, variable width; thence by the southwesterly right of way line of said Unionville Road S 27° 24' 40" E a distance of 18.30 feet to a point on the northerly right of way line of Ogleview Road, T-305, variable width, N 88° 50' 08" E a distance of 599.83 feet to a point on the line dividing Parcel "A-Meeder" in said Meeder Plan and lands now or formerly of Thomas J. Marks; thence by the line dividing Parcel "A-Meeder" in said Meeder Plan and lands now or formerly of Thomas J. Marks S 01° 33' 36" E a distance of 510.35 feet to a point on the line dividing Parcel "A-Meeder" in said Meeder Plan and lands now or formerly of Janet L. Leighty; thence by the line dividing Parcel "A-Meeder" in said Meeder Plan and lands now or formerly of Janet L. Leighty S 01° 34' 43" E a distance of 184.00 feet to a point on the northeasterly right of way line of Unionville Road, T-326, variable width; thence by the northeasterly right of way line of said Unionville Road in a northwesterly direction by a curve bearing to the right having a radius of 1,478.20 through an arc distance of 12.34 feet, also having a chord bearing of N 48° 12' 38" W and a chord distance of 12.33 feet, to a point on the northwesterly terminus of said Unionville Road; thence by the northwesterly terminus of said Unionville Road, and by the line dividing Parcel "A-Meeder" and Parcel "C-Meeder" in said Meeder Plan in a southwesterly direction by a curve bearing to the right having a radius of 331.00 feet through an arc distance of 36.57 feet, and a chord bearing of S 15° 14' 45" W and a chord distance of 36.56 feet to a point on the northeasterly right of way line of said Unionville Road; thence by the northeasterly right of way line of said Unionville Road the following ten (10) courses and distances:

in a southeasterly direction by a curve bearing to the left having a radius of 1511.28 feet through an arc distance of 122.28 feet, also having a chord bearing of S 51° 53' 23" E and a chord distance of 122.24 feet;  
S 83° 48' 49" E a distance of 128.35 feet;  
S 55° 14' 39" E a distance of 423.83 feet;  
N 35° 29' 19" E a distance of 6.44 feet

S 65° 09' 18" E a distance of 120.00 feet;  
N 34° 50' 42" E a distance of 3.00 feet;  
S 65° 09' 18" E a distance of 40.00 feet;  
S 34° 50' 42" W a distance of 3.00 feet;  
S 65° 09' 18" E a distance of 62.41 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 35.00 feet  
through an arc distance of 35.08 feet to a point of tangency on the westerly right of  
way line of Perry Highway, State Route No. 0019, variable width;

thence by the westerly right of way line of said Perry Highway the following nine (9) courses  
and distances:

S 07° 16' 55" W a distance of 109.02 feet;  
S 13° 34' 31" W a distance of 35.99 feet;  
S 05° 02' 50" W a distance of 85.43 feet;  
N 97° 44' 05" W a distance of 5.00 feet;  
S 01° 43' 48" W a distance of 66.00 feet;  
S 87° 44' 06" E a distance of 5.00 feet;  
S 02° 35' 57" E a distance of 94.34 feet;  
S 02° 16' 35" W a distance of 18.14 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 33.00 feet  
through an arc distance of 8.24 feet, also having a chord bearing of S 09° 19' 20" W  
and a chord distance of 8.22 feet, to a point on the northerly right of way line of said  
Rochester Road;

thence by the northerly right of way line of said Rochester Road the following twelve (12)  
courses and distances:

S 88° 56' 05" W a distance of 62.46 feet;  
N 01° 03' 45" W a distance of 10.00 feet;  
S 88° 56' 05" W a distance of 125.00 feet;  
S 01° 03' 45" E a distance of 10.00 feet;  
S 88° 56' 05" W a distance of 225.05 feet;  
S 83° 56' 18" W a distance of 286.00 feet;  
S 87° 27' 57" W a distance of 390.18 feet;  
S 01° 03' 56" E a distance of 5.00 feet;  
S 88° 56' 05" W a distance of 245.15 feet;  
N 01° 03' 55" W a distance of 10.00 feet;  
S 88° 56' 05" W a distance of 165.71 feet to a point of curvature;  
in a westerly direction by a curve bearing to the left having a radius of 6,776.34 feet  
through an arc distance of 444.43 feet, also having a chord bearing of S 87° 03' 21"  
W and a chord distance of 444.35 feet to a point on the line dividing Parcel "A-  
Meeder" in said Meeder Plan and lands now or formerly of said James A. West, Jr.,  
and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust, at the point  
of beginning

**CONTAINING** an area of 2,825,519 square feet or 60.274 acres

**LESS AND EXEMPTING THEREFROM**, those certain parcels of land defined in Section  
1.3.2 of the Declaration as the Apartment Tract and Promenade Tract and being more  
particularly described in Exhibit E attached hereto and incorporated herein.

**EXHIBIT B**

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

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>TOTAL ( ___ Units)</b>		_____ %	_____

**No Units are being created upon recording of this Declaration.**

## **EXHIBIT C**

### **PLATS AND PLANS**

The Meeder Plan and that certain subdivision plan titled MEEDER PLAN PHASE ONE, consisting of three (3) pages, made for Rochester Road Investment Co. and dated January 4, 2019, which is being recorded in the Recorder's Office simultaneously with this Declaration, together with the Certification attached as pages 2 through 4 of 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, PATRICK T. COOPER, being a Registered Professional Engineer (Pennsylvania License No. 042416-E), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, A Planned Community, located in Cranberry Township, Butler County, Pennsylvania (the "Community"), hereby certify, pursuant to Section 5210(IX)(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: (i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc. and dated January 4, 2019, which is being recorded in the Recorder's Office simultaneously with this Certification ("Meeder Plan"); and (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, which is being recorded in the Recorder's Office simultaneously with this Certification (collectively, 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 "Meeder, A Planned Community."

3. Location; Dimensions. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan and are more particularly described on **Exhibit A** of the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, 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, driveways, 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 Plans 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. Subject to Declarant right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

**[Signature Page Follows]**

Dated:

Patrick T. Cooper  
Name:

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

:  
:  
:

SS:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Shelley M. Cardimen, Notary Public  
South Park Twp., Allegheny County  
My Commission Expires Dec. 11, 2019

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

On this, the 30~~th~~ day of January, 2019, before me, the undersigned officer, personally appeared Patrick T. Cooper, 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.

Shelley M. Cardimen

Notary Public

My Commission Expires: 12/11/2019

**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, being Parcel "C-Meeder" in the Meeder Plan (as defined in Section 1.3.2 of this Declaration), more particularly bound and described as follows:

Beginning at a point common to Parcel "B-Meeder", Parcel "C-Meeder", and Parcel "D-Meeder" in the Meeder Plan, thence from said point of beginning by the line dividing Parcel "C-Meeder" and Parcel "D-Meeder" in said Meeder Plan the following four (4) courses and distances:

- S 90° 00' 00" W a distance of 295.50 feet;
- N 00° 00' 00" E a distance of 50.81 feet to a point of curvature;
- in a northerly direction by a curve bearing to the right having a radius of 107.00 feet through an arc distance of 60.39 feet;
- in a northwesterly direction by a curve bearing to the left having a radius of 120.00 feet through an arc distance of 72.51 feet to a point of tangency;

thence by the line dividing Parcel "C-Meeder" from Parcel "D-Meeder" and Parcel "A-Meeder" in said Meeder Plan S 90° 00' 00" W a distance of 304.05 feet to a point on the line dividing Parcel "C-Meeder" and Parcel "A-Meeder" in said Meeder Plan, thence by the line dividing Parcel "C-Meeder" and Parcel "A-Meeder" in said Meeder Plan the following five (5) courses and distances:

- N 00° 00' 00" E a distance of 4.53 feet;
- N 35° 22' 08" E a distance of 317.15 feet;
- N 54° 37' 52" W a distance of 120.00 feet;
- N 35° 22' 08" E a distance of 262.44 feet to a point of curvature;
- in a northeasterly direction by a curve bearing to the left having a radius of 331.00 feet through an arc distance of 97.96 feet to a point on the southwesterly right of way line of Unionville Road, T-326, variable width.

thence by the southwesterly right of way line of said Unionville Road the following five (5) courses and distances:

- in a southeasterly direction by a curve bearing to the left having a radius of 1511.26 feet through an arc distance of 122.20 feet, also having a chord bearing of  $\pm 5^{\circ} 53' 33''$  E and a chord distance of 122.25 feet;
- S 53° 40' 49" E a distance of 128.35 feet;
- S 55° 14' 39" E a distance of 424.08 feet;
- N 38° 29' 18" E a distance of 8.44 feet;
- S 55° 08' 16" E a distance of 67.28 feet to a point on the line dividing Parcel "C-Meeder" and Parcel "B-Meeder" in said Meeder Plan.

thence by the line dividing Parcel "C-Meeder" and Parcel "B-Meeder" in said Meeder Plan S 35° 22' 00" W a distance of 412.84 feet to a point common to Parcel "B-Meeder", Parcel "C-Meeder", and Parcel "D-Meeder" in said Meeder Plan, at the point of beginning.

Containing an area of 388,859 square feet or 8.824 acres.

**PROMENADE TRACT:**

As that certain parcel of land, being Parcel "D-Meeder" in the Meeder Plan (as defined in Section 1.2.2 of this Declaration), more particularly bound and described as follows:

Beginning at a point on the northerly right of way line of Rochester Road, State Route No. 3102, variable width, at the line dividing Parcel "B-Meeder" and Parcel "D-Meeder" in the Meeder Plan; thence from said point of beginning by the northerly right of way line of said Rochester Road the following three (3) courses and distances:

S 88° 58' 06" W a distance of 181.09 feet;

S 83° 55' 18" W a distance of 286.00 feet;

S 87° 27' 57" W a distance of 390.18 feet to a point on the line dividing Parcel "A-Meeder" and Parcel "D-Meeder" in said Meeder Plan;

thence by the line dividing Parcel "A-Meeder" and Parcel "D-Meeder" in said Meeder Plan the following nine (9) courses and distances:

N 60° 22' 33" W a distance of 26.18 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 25.00 feet through an arc distance of 26.34 feet to a point of tangency;

N 00° 00' 00" E a distance of 90.15 feet;

N 90° 00' 00" E a distance of 128.00 feet;

N 00° 00' 00" E a distance of 13.00 feet;

S 90° 00' 00" W a distance of 17.60 feet;

N 00° 00' 00" E a distance of 34.50 feet;

N 90° 00' 00" E a distance of 17.50 feet;

N 00° 00' 00" E a distance of 208.50 feet to a point on the line dividing Parcel "C" and Parcel "D" in said Meeder Plan;

thence by the line dividing Parcel "C-Meeder" and Parcel "D-Meeder" in said Meeder Plan the following four (4) courses and distances:

N 90° 00' 00" E a distance of 289.55 feet to a point of curvature;

in a southeasterly direction by a curve bearing to the right having a radius of 120.00 feet through an arc distance of 72.51 feet;

in a southerly direction by a curve bearing to the left having a radius of 107.00 feet through an arc distance of 60.39 feet to a point of tangency;

S 00° 00' 00" W a distance of 50.81 feet to a point;

thence by the line dividing Parcel "D-Meeder" from Parcel "C-Meeder" and Parcel "B-Meeder" in said Meeder Plan N 90° 00' 00" E a distance of 438.50 feet to a point on the line dividing Parcel "B-Meeder" and Parcel "D-Meeder" in said Meeder Plan, thence by the line dividing Parcel "B-Meeder" and Parcel "D-Meeder" in said Meeder Plan the following three (3) courses and distances:

S 00° 00' 00" W a distance of 71.50 feet;

S 90° 00' 00" W a distance of 17.50 feet,  
S 00° 00' 00" W a distance of 128.58 feet to a point on the northerly right of way line  
of said Rochester Road, at the point of beginning

Containing an area of 231,257 square feet or 5.308 acres

## TRACT 1:

### PARCEL 1

All that certain piece, parcel or tract of land situate in Cranberry Township, Butler  
County, Pennsylvania, bounded and described as follows:

Beginning at a point being the northeast corner of the within described parcel, said point  
being located 3.44 feet East of a concrete monument at the southwest corner of Lot 12 of  
the Cranberry Industrial Park Plan revised as recorded in Plan Book 52, page 7, said point  
of beginning also being located along the center line of a sanitary sewer line easement,  
thence continuing along the center line of a sanitary sewer easement and line of land  
now or formerly of Chester Meeder et al. South 06° 53' 18" East 786.99 feet to a point  
being the southeast corner of the within described parcel; thence continuing along line of  
lands now or formerly of Chester Meeder et al. North 86° 52' 20" West 984.39 feet to a  
point in the center line of T-326, Unionville Road, having a right of way width of 60 feet;  
thence continuing along the center line of T-326, Unionville Road, North 21° 16' 00"  
West 439.20 feet to a point; thence continuing along T-326, Unionville Road, North  
20° 43' 03" West 415.55 feet to a point; thence along same by a curve to the left having  
a radius of 364.81 feet for an arc distance of 24.59 feet to the intersection of T-326,  
Unionville Road, and Progress Avenue (having a right of way width of 50 feet); thence  
continuing along the center line of Progress Avenue by a curve to the left having a radius  
of 225.00 feet for an arc distance of 162.24 feet to a point along the center line of  
Progress Avenue T-651; thence continuing along the center line of Progress Avenue  
North 03° 32' 00" East 104.17 feet to a point; thence continuing along the center line of  
Progress Avenue by a curve to the right having a radius of 225.00 feet for an arc distance  
of 351.56 feet to a point; thence continuing along the center line of Progress Avenue  
South 86° 56' 30" East 350.44 feet to a point along the center line of Progress Avenue;  
thence along the easterly line of Lot 3 and the westerly line of lands now or formerly  
of Chester Leighty, said lots being in the Cranberry Industrial Park Plan as revised and  
recorded in Plan Book 52, page 7 South 03° 32' 00" West 503.36 feet to a point, said  
point being the southeast corner of Lot 3 and the southwest corner of lot now or formerly  
of Chester Leighty; thence along the southerly line of lands now or formerly of Chester  
Leighty and Lots 10, 11 and 12 in said plan South 86° 52' 20" East 575.20 feet to a point  
on the southerly line of Lot 12 in said plan, said point being the point of beginning.

**PARCEL II**

All that certain piece, parcel or tract of land situate in Cranberry Township, Butler County, Pennsylvania, bounded and described as follows:

Beginning at a point marked by a concrete monument said point being the northeast corner of lands of the Pittsburgh Lifetime Care Community known as Sherwood Oaks said point also being located at an angle point along the westerly line of the within

described parcel; thence along the line of lands of Pittsburgh Lifetime Care Community known as Sherwood Oaks North 37° 48' 30" West 75.13 feet to a point; thence along the line of lands of Pennsylvania Power Company the following courses and distances (Reference: Plan of Lots as recorded in Plan Book 147, pages 29 and 30):

North 18° 33' 39" West 41.91 feet to a point;  
North 30° 08' 19" West 239.09 feet to a point;  
North 33° 05' 58" West 69.84 feet to a point;  
North 00° 57' 55" East 257.45 feet to a point;  
North 17° 34' 23" West 177.83 feet to a point;  
North 49° 19' 51" East 180.65 feet to a point located along the center line of T-326 Unionville Road having a right of way width of 60 feet; thence along the center line of Unionville Road South 41° 30' 40" East 287.87 feet to a point; thence continuing along the center line of Unionville Road by a curve to the right having a radius of 364.81 feet (previously shown as 650 feet) for an arc distance of 107.87 feet to the intersection of the center lines of Unionville Road and Progress Avenue, thence continuing along the center line of Unionville Road by a curve to the right having a radius of 364.91 feet (previously shown as 650 feet) for an arc distance of 24.59 feet; thence continuing along the center line of Unionville Road T-326 the following courses and distances:  
South 20° 43' 03" East 415.55 feet to a point; South 21° 16' 00" East 950.61 feet to a point, this point being the intersection of the center line of T-326 Unionville Road and T-305 Ogleview Road; thence along the southerly line of the within described parcel and line of lands of Chester Meeder at al. North 87° 20' 11" West 627.58 feet to a point along the easterly line of the Pittsburgh Lifetime Care Community known as Sherwood Oaks and being the southwest corner of the within described parcel, thence along the line of lands of Pittsburgh Lifetime Care Community known as Sherwood Oaks North 03° 21' 51" East 68.04 feet to a point; thence North 02° 43' 11" East 653.97 feet to the concrete monument being the point of beginning, having an area of 14.2350 acres as calculated on the center line of Unionville Road T-326.

The above description being prepared in reference to Drawing No. 4904 of Richard C. Bach & Associates P.C. dated November 9, 1995.

**BEING** designated as Tax Parcel No. 130.4E108.11J.

**BEING** the same premises more particularly described as Parcel I and Parcel II which Three Rivers Aluminum Company, a Pennsylvania corporation, by Deed dated July 25, 2010 and recorded on August 2, 2010 in the Recorder of Deeds Office of Butler County as Instrument No. 201008020016825, conveyed to Alcoa Commercial Windows LLC, a Pennsylvania limited liability company

**TRACT 2:**

All that certain lots or piece of ground situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, and being Parcel "B" in the Meador Plan of Lots No. 3 recorded in the Recorder of Deeds Office of Butler County in Plan Book Volume 198, page 35 and being more particularly described as follows:

Beginning at a point on the Northerly edge of Ogleview Road, T-305, said point being adjoining the property of the Grantors herein; thence along the Northerly side of Ogleview Road, T-305, North 87 degrees 1 minute 17 seconds West a distance of 178.42 feet to a point; thence South 2 degrees 58 minutes 43 seconds West a distance of 10.00 feet to a point; thence continuing along Northerly edge of Ogleview Road North 87 degree 1 minute 17 seconds West a distance of 719.69 feet to a point; thence along the arc of a circle curving to the right and having a radius of 50.00 feet an arc distance of 57.38 feet to a point on Unionville Road, T-326, a 60 foot wide right of way; thence along the Easterly edge of Unionville Road North 21 degrees 10 minutes no seconds West a distance of 446.09 feet to a point on the property now or formerly of Three Rivers

Aluminum Company; thence along the dividing line of the property now or formerly of Three Rivers Aluminum Company South 86 degrees 52 minutes 20 seconds East a distance of 951.45 feet to a point; thence along the dividing line of property of the Grantors herein South 18 degrees 49 minutes 12 seconds East a distance of 383.14 feet to a point; thence continuing along the property of the Grantors herein South 23 degrees 1 minute 47 seconds East a distance of 75.65 feet to a point also the place of beginning.

CONTAINING 9.3421 acres of the Plan of Richard G. Bach & Associates, P.C., dated November 13, 1995, and last revised on November 25, 1996.

Being designated as tax parcel 130-4F108-11K.

**BEING** the same premises more particularly described as Parcel III which Three Rivers Aluminum Company, a Pennsylvania corporation, by Deed dated July 25, 2010 and recorded on August 2, 2010 in the Recorder of Deeds Office of Butler County as Instrument No. 201008020016925, conveyed to Alcoa Commercial Windows LLC, a Pennsylvania limited liability company.

**TRACT 3:**

**BEING** designated as Tax Parcel No. 130-4F108-11E.

**BEING** those certain lots, pieces and parcels of real property located in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania and being known as Parcel "A" in the Cranberry Promenade plan of Lots, as recorded in the Butler County Recorder's Office in Plan Book 324, Page 48, on June 15, 2011.

**TRACT 4:**

**BEING** designated as Tax Parcel No. 130-4F108-11D.



**BEING** those certain lots, pieces and parcels of real property located in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania and being known as Lot No. 5 in the Cranberry Promenade plan of Lots, as recorded in the Butler County Recorder's Office in Plan Book 324, Page 48, on June 15, 2011.

**TRACT 5:**

**BEING** designated as Tax Parcel No. 130 4F108.11N.

**BEING** those certain lots, pieces and parcels of real property located in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania and being known as Lot No. 3 in the Cranberry Promenade plan of Lots, as recorded in the Butler County Recorder's Office in Plan Book 324, Page 48, on June 15, 2011.

**TRACT 6:**

**BEING** designated as Tax Parcel No. 130 4F108.11P.

**BEING** those certain lots, pieces and parcels of real property located in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania and being known as Lot No. 4 in the Cranberry Promenade plan of Lots, as recorded in the Butler County Recorder's Office in Plan Book 324, Page 48, on June 15, 2011.

**TRACT 7:**

**BEING** designated as Tax Parcel No. 130 4F108.11M.

**BEING** those certain lots, pieces and parcels of real property located in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania and being known as Lot No. 2 in the Cranberry Promenade plan of Lots, as recorded in the Butler County Recorder's Office in Plan Book 324, Page 48, on June 15, 2011.

**TRACT 8 AND TRACT 9:**

**ALL THOSE CERTAIN** parcels of land situate in Cranberry Township, Butler County, Pennsylvania, being Lot No. 1 And Parcel "OS" in the Cranberry Promenade Plan of Lots, as recorded in the Recorder of Deeds Office of Butler County in Plan Book Volume 324, Page 48, and being further described as follows to wit:

Lot No. 1

ALL that certain tract of land situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being Lot No. 1 in the Cranberry Promenade Plan of Lots, being further bounded and described as follows to wit:

Beginning at a point on the westerly right of way line of U.S. Route 19, aka Ferry Highway, at the dividing line of Lot No. 2 and lands described herein, thence along said U.S. Route 19, S7° 11' 13"W 111.11' to a point; Thence continuing along U.S. Route 19 by a curve to the left having a radius of 5789.65' an arc distance of 85.30' and a chord bearing and distance of S6° 29'W 83.29' to a point; Thence continuing along U.S. Route 19 and along Ogle View Road, aka Twp. Road 305, S45° 19' 02"W 30.10' to a point; Thence continuing along Ogle View Road, S88° 52' 16"W 322.29' to a point; Thence along Parcel "OS", N1° 09' 30"W 283.92' to a point; Thence along Lot No. 4 the following two courses and distances:

1. N88° 50' 40" E 90.50'
2. N1° 09' 20" W 106.87'

Thence continuing along Lot No. 4 and along Lot No. 7 N88° 50' 40" E 30.67' to a point; Thence along Lot No. 2 the following three courses and distances:

1. N1° 09' 20" E 357.33'
2. N88° 30' 40" E 118.00'
3. S82° 48' 47" E 134.07' to the place of beginning

Containing 2.09 Acres.

**BEING** designated as Tax Parcel No. 130.4F108.11L.

Parcel "OS"

ALL that certain tract of land situate in Cranberry Township, Butler County, Commonwealth of Pennsylvania, being Parcel "OS" in the Cranberry Promenade Plan of Lots, being further bounded and described as follows to wit:

Beginning at a point on the northerly right of way line of Ogle View Road, aka Twp. Road 305 at the dividing line of Lot No. 1 and lands described herein, thence along said Ogle View Road, S88° 52' 16"W 116.57' to a point; Thence along lands of Three Rivers Aluminum Co., N27° 08' 14"W 64.52' to a point; Thence along the same N22° 55' 39"W 383.14' to a point; Thence along Parcel "A", N88° 50' 40" E 259.31' to a point; Thence along said Lot No. 1, S1° 09' 20" E 344.66' to the place of beginning.

Containing 1.50 Acres.

**BEING** designated as Tax Parcel No. 130.4F108.11R.

**BEING** the same premises conveyed to ALDI INC. (PENNSYLVANIA), a Pennsylvania business corporation, pursuant to that certain Deed dated June 17, 2011, and recorded in the Recorder of Deeds Office of Butler County on June 20, 2011 as Instrument No. 201108200014471.

**TRACT 10:**

ALL that certain piece, parcel or lot of ground situate in Cranberry Township, Butler County, Pennsylvania, being more particularly bounded and described as follows, to-wit:

**BEGINNING** at a point located on the westerly line or side of State Route 19 (known as the Perry Highway), said point being located at the dividing line of land herein described and land now or formerly of Charles W. Kratz, III; thence by the dividing line of land now or formerly of Charles W. Kratz, III, North 84° 55' 52" West, a distance of 116.79 feet to a point, thence continuing further by same, North 09° 59' 12" West, a distance of 207.42 feet to a point located on the southern line or side of Route T-305 (Ogle View Road); thence by the southern line or side of the said T-305 (Ogle View Road), North 88° 46' 02" East, a distance of 148.42 feet to a point located at the approximate intersection of T-305 (Ogle View Road) with that of State Route 19 (the Perry Highway), thence South 40° 21' 00" East, a distance of 27.76 feet to a point located on the western line or side of State Route 19 (the Perry Highway); thence by the western line or side of State Route 19 (the Perry Highway), by the curve of a circle to the left, having a radius of 5789.65 feet, an arc distance of 197.15 feet to the point at the place of beginning.

**SUBJECT** to an eight (8) foot easement or right of way as set forth in Deed Book Volume 739, Page 411, from Lawrence E. McCarty, et ux., to John I. Bell.

**SUBJECT** to a right-of-way granted to Columbia Gas of Pennsylvania, Inc. recorded in Record Book 1340, Page 55.

**SUBJECT** to a license agreement to Pennsylvania Power Company recorded in Record Book 2329, Page 618.

**SUBJECT** to the rights of the public in and to the public roads affecting the premises, specifically see condemnation by Township of Cranberry in Record Book 2665, Page 133.

**BEING** shown and designated as Tax Map No. 130-4F108-21AA.

**BEING** the same premises which Gunther Lill and Judith Lill by Deed, dated May 9, 2013 and recorded on May 15, 2013 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 201305150014093, conveyed to Farmers National Bank of Emlenton, a banking corporation organized under the laws of the United States of America.

**TRACT 11:**

ALL that certain lot situate in Cranberry Township, Butler County, Pennsylvania designated as Lot No. 1 in the McCarty Plan as recorded in Plan Book Volume 149, page 21 in the Recorder's Office of Butler County, Pennsylvania.

**BEING** designated as Tax Parcel No. 130.4F108.21A.

**BEING** the same premises which Lawrence A. McCarthy and Barbara E. McCarthy, husband and wife, by Deed, dated April 15, 2015 and recorded on April 21, 2015 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 201504210008107, conveyed to Mark Chulack and Amie Chulack, husband and wife.

**TRACT 12:**

**ALL** that certain lot situate in Cranberry Township, Butler County, Pennsylvania designated as Lot No. 2 in the McCarty Plan as recorded in Plan Book Volume 148, page 21 in the Recorder's Office of Butler County, Pennsylvania.

**TOGETHER** with the right to install and maintain a twenty (20') foot sanitary sewer and storm water line over an easement as shown on the McCarty Plan as recorded in Plan Book Volume 148, page 21 in the Recorder's Office of Butler County, Pennsylvania provided, however, that the Grantee, his heirs and assigns shall have an affirmative duty to return the surface of Lot No. 1 in the McCarty Plan to a condition at least as good as the condition prior to any installation, replacement, maintenance or repair of any sanitary or storm sewer installed through the easement as it affects Lot No. 1. This covenant shall run with the land and be binding on the heirs and assigns of the Grantee.

**UNDER AND SUBJECT TO** restrictive covenants running with the land which shall be binding on the Grantee, his heirs and assigns as set forth in the Deed recorded as Deed Book Volume 1852, page 95 in the Office of the Recorder of Deeds of Butler County, Pennsylvania.

Being designated as Tax Map No. 130-4F108-21AD.

**BEING** the same premises which John J. Drespling and Susan D. Duddy, husband and wife, by Deed, dated April 25, 2001 and recorded on April 27, 2001 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 200104270009803, conveyed to Thomas J. Marx.

**TRACT 13:**

**BEGINNING** at a point on the westerly side of Perry Highway, U.S. Route 319.60 feet wide, on the line dividing lands of C.W. Kratz, Jr. (see deed from John L. Krigger, et ux, et al, to C. W. Kratz, Jr., et ux, dated December 27, 1972, recorded in Deed Book Volume 962, Page 55) and land herein conveyed, which point is at the southeasterly corner of the land herein conveyed; thence along the northerly line of said land of C. W. Kratz, Jr., et ux, South 87° 10' 14" West, 384.92 feet to a point, thence through land of Lawrence L. McCarthy, et ux, parties of the first part herein, North 0° 29' 14" East, 318.90 feet to a point on line of land now or formerly of William Berk, thence by same and by line of land now or formerly of G. Lill, South 85° 23' 06" East, 346.70 feet to a point on the westerly side of Perry Highway, thence by same by the arc of a circle curving to the left having a radius of 5,789.65 feet, an arc distance of 98.15 feet to a point, thence still by same South 0° 38' 30" West, a distance of 179.47 feet to the place of beginning.

**SUBJECT** to an easement 10 feet wide for an existing sanitary sewer line and manhole extending from the northwesterly corner of the above described parcel along its northerly line for a distance of approximately 280 feet.

TOGETHER with an easement 20 feet wide for the installation, construction, maintenance, repair and removal of a sewer line to service the property above described and connecting with the existing sewer line which crosses the property being retained by the parties of the first part, West of the property herein being conveyed, said 20-foot easement having its southerly line begin at the southwesterly corner of the herein above-described property and extending south 87° 30' 14" West along the northerly line of said property of C. W. Kratz, at ux, 48.25 feet to a stake in the center of an existing 10-foot sanitary sewer easement, and having its northerly line a line beginning at the westerly line of the property herein conveyed and extending in a westerly direction by a line parallel to and 20 feet distant from the southerly line of the easement to a point in the center line of said 10-foot sanitary sewer easement.

The above description is made from a survey prepared for C. W. Kratz, Jr. by Richard G. Birch and Associates, B-1230, dated June 5, 1973.

CONTAINING 2.636 acres less 0.594 acres conveyed by deed dated February 27, 1976 and recorded in DBV 1019, Page 1024.

BEING designated as Tax Parcel No. 130.4F108.21AC.

BEING the same premises which Charles W. Kratz, III, Executor of the Estate of Charles W. Kratz, Jr., Deceased, by Deed, dated July 28, 2005 and recorded on September 27, 2005 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 200509270027687, conveyed to Charles W. Kratz, III.

TRACT 13:

**All**

that certain lot or piece of ground situate in the Township of Cranberry, County of Butler, Pennsylvania, bounded and described as follows, to-wit:

**BEGINNING** on the northerly side of a road known as Unionville Road, which is also the northeasterly line of lands now or formerly of E.G. Meader, at a point thereon intersecting the westerly line of lands now or formerly of R.W. Lollo; thence along the northeasterly line of Meader and through said road North 57° 01' 46" West, a distance of 563.85 feet to a point; thence still along lands of said Meader North 3° 01' 46" West, a distance of 212.52 feet to an iron pipe common to lands of Meader and lands now or formerly of L.E. McCarty; thence along the line dividing lands herein conveyed and the southerly line of lands now or formerly of L.E. McCarty South 87° 30' 14" East, a distance of 337.30 feet to an iron pin on the northwesterly corner of lands of C.W. Kratz, Jr., at ux; thence

along the westerly line of lands of C.W. Kratz, Jr., at ux, South 17° 01' 39" East, a distance of 223.11 feet to a point; thence South 27° 04' 39" East, a distance of 227.17 feet to a point in the northwest corner of said land now or formerly of said R.W. Lollo; and thence along the westerly line of said Lollo land South 5° 30' 14" West, a distance of 318.28 feet to the point on the northerly line of Unionville Road at the place of beginning.

**CONTAINING 3.320 acres.**

**SUBJECT** to a ten-foot easement for an eight inch sewer line running along the easterly line of the above-described tract, more specifically described in the Notice of Condemnation of the Municipal Sewer & Water Authority of Cranberry Township, Butler County, Pennsylvania, recorded in Deed Book Volume 878, page 744.

**BEING** designated as Tax Parcel No. 130.4F108.21B

**BEING** the same premises which Chester A. Lightly and Janet L. Lightly, husband and wife, by Deed, dated November 3, 1993 and recorded on November 17, 1993 in the Recorder of Deeds Office for Butler County, Pennsylvania in Book 2377, Page 0803, conveyed to Janet L. Lightly, wife of Chester A. Lightly

**TRACT 15:**

**PARCEL FIRST:**

**ALL** the certain lot or piece of ground situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point on the westerly side of Perry Highway, U.S. Route 19, 60 feet wide, on line dividing lands now or formerly of Helen U. Jenkins and lands now or formerly of L.E. McCarty; thence along the westerly side of Perry Highway South 0° 38' 30" West, a distance of 210.38 feet to a concrete monument on lands now or formerly of Tremarco Corporation; thence along the northerly side of Tremarco Corporation, South 89° 30' 30" West a distance of 125 feet to a concrete monument at the northwesterly corner of Tremarco property, thence along the westerly side of Tremarco property South 0° 32' 30" West a distance of 237.35 feet to a concrete monument on the northerly line of property now or formerly of J. A. Lollo; thence along the northerly side of J. A. Lollo property North 83° 55' 09" West a distance of 135.18 feet to an iron pipe common to property now or formerly of Helen U. Jenkins, property now or formerly of J.A. Lollo and property now or formerly of R.N. Lollo, thence North 27° 04' 39" West, 227.17 feet to a point; thence North 17° 01' 39" West, 223.11 feet to a point on line of land now or formerly of L.E. McCarty, thence along said land North 87° 30' 14" East 433.15 feet to the place of beginning.

**CONTAINING 2.876 acres**

**UNDER AND SUBJECT** to the reservation of rights by John E. Krigger, et ux., et al, their heirs and assigns, for installation of water, sewer and gas lines all as is set forth in the deed from John E. Krigger, et ux., et al, to C. W. Kratz, Jr. and Ethel W. Kratz, dated December 27, 1972 and of record in the Recorder's Office of Butler County in Deed Book Volume 962, page 55.

**PARCEL SECOND:**

ALL that certain lot or piece of ground situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, bounded and described as follows.

BEGINNING at a point on the westerly side of Perry Highway, U. S. Route 19, 60 feet wide, on the line dividing lands of C. W. Kratz, Jr., et ux (see Deed from John F. Krigger et ux, et al, to C. W. Kratz, Jr., et ux, dated December 27, 1972, recorded in Deed Book Volume 962, page 55) and land herein conveyed; thence along the northerly line of said land of C. W. Kratz, Jr., et ux South 87° 30' 14" West 384.92 feet to a point on the easterly line of land now or formerly of Lawrence E. McCarty, et ux; thence by same North 00° 29' 14" East, 13.46 feet to a point; thence through land now or formerly of K-G-K Enterprises, North 89° 30' 30" East, 184.45 feet to the place of beginning.

CONTAINING 0.594 acres.

BEING designated as Map and Parcel No. 130 4F 108 21 11A

EXCEPTING AND RESERVING unto K-G-K Enterprises, its heirs, representatives and assigns, the full, free liberty and right at all times hereafter forever, to have and use the westerly one-half of the above described triangular piece for any and all purposes connected with the use and occupation of other land now owned by K-G-K Enterprises, joining the triangular piece hereby granted.

The above description is made from a survey prepared for C. W. Kratz, Jr., by Richard G. Bach & Associates, B-1220, dated June 5, 1973, revised January 23, 1976.

BEING the same premises which Charles W. Kratz, III, Executor of the Estate of Charles W. Kratz, Jr., Deceased, by Deed, dated July 28, 2005 and recorded on September 27, 2005 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 200509270027689, conveyed to Charles W. Kratz, III

**TRACT 16:**

All that certain lot or place of ground situate in the Township of Cranberry, County of Butler and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the Perry Highway and the Township Road that leads from Ogls toward Oak Grove; thence along a line lying parallel and sixteen and one-half (16 1/2) feet west of the center line of the Perry Highway North 8° 37' West one hundred sixty five and 3/30 (165.2) feet to a point in said parallel line; thence North 7° 33' East eighty four and 8/15 (84.8) feet to a point in said parallel line; thence by a line at right angles to the Perry Highway North 82° 30' East one hundred thirty four and 3/15 (134.5) feet to a corner; thence South 7° 33' West one hundred eight (108) feet to a point in a line that is parallel with the line that is sixteen and one-half (16 1/2) feet north of the center line of the Township Road aforesaid; thence by said parallel line South 84° 55' East three hundred (300) feet to the point of beginning.

CONTAINING .966 Acres.

BEING designated as Tax Parcel No. 130.4F108.21D

BEING the same premises which James Huston and Ludmilla Huston, husband and wife, by Deed, dated February 7, 1979 and recorded in the Recorder of Deeds Office for Butler County, Pennsylvania in Book 1088, Page 758, conveyed to West View Savings and Loan Association.

**TRACT 17:**

ALL that certain piece, parcel or tract of land situate in Cranberry Township, Butler County, Pennsylvania, being identified as Lot No. 1 in the Kratz Plan of Lots as recorded in Butler County PBV 359, Page 27 on November 15, 2016.

CONTAINING 1.10 acres in accordance with survey of MDM, LLC, dated December 15, 2013, revised October 7, 2015.

**UNDER AND SUBJECT** to easements, rights of way, oil and gas leases, restrictions, reservations, exceptions, agreements and coal and mining rights as set forth in prior instruments of record or apparent from an inspection of the premises, including, but not limited to exceptions as shown on Exhibit A attached to and incorporated in the Deed dated November 21, 2016 and recorded in the Recorder's of Deeds Office for Butler County, Pennsylvania as Instrument No. 201612060025540



**BEING PART OF** the property Charles W. Kratz, III, Executor of the Estate of Charles W. Kratz, Jr., deceased, by deed dated July 28, 2005, and recorded in the Office of the Recorder of Deeds of Butler County at Instrument #200509270027689, granted and conveyed to Charles W. Kratz, III, a married man; **AND BEING** the property Cumberland Farms, Inc. a Delaware corporation, by deed dated December 12, 2013, and recorded in the Office of the Recorder of Deeds of Butler County at Instrument #201401030000178, granted and conveyed to Charles W. Kratz, III & Diana L. Kratz, husband & wife, the Grantors herein.

**BEING** designated as Tax Parcel No. 130.4F108.21CA.

**BEING** the same premises which Charles W. Kratz, III, and Diana L. Kratz, husband and wife, by Deed, dated November 21, 2016 and recorded on December 5, 2016 in the Recorder of Deeds Office for Butler County, Pennsylvania as Instrument No. 201512050025540, conveyed to Hutton Team, LLC, a Delaware limited liability company.



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

Michele M. Mustello - Recorder of Deeds



Instr: 201910150020630 Pgs: 24 F: \$60.50 10/15/2019 2:06 PM Michele Mustello T20190016414 Butler County Recorder PA

Prepared by and return to: Rhonda M. Weaver, Esquire McNeese 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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

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

This First Amendment ("Amendment") is made as of this 24th day of September, 2019, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

BACKGROUND:

- A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").
B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period.

D. Declarant now desires to convert the portion of the Convertible Real Estate which is described in **Exhibit A** hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community to one hundred fourteen (114).

E. Declarant, as the sole fee simple owner of the Property, subject to and as more particularly described in Exhibit "A" to the Declaration, further desires to amend the Declaration to allocate as a Limited Common Element to be maintained by the Association those certain items more particularly set forth below.

F. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the amended Declaration Plats and Plans for Planned Community Phase 1(A) (as

distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof.

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

4. Section 3.1 of the Declaration is hereby amended to add the following Subsection:

3.1.9. Any and all fencing installed by Declarant serving one (1) or more, but fewer than all of the Units (if any), shall be Limited Common Elements appurtenant to the Unit(s) they serve and shall be Maintained by the Association. By way of illustration and not limitation, the fencing installed by Declarant and located in the rear of a select number of Type D Units is a Limited Common Element appurtenant to that particular Type D Unit to be Maintained by the Association.

5. Subsection 3.1.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.1.2. Maintenance of any landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees located 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, shall be performed by the Association. Even if such areas of landscaping, including lawns, plantings such as ground cover, shrubs, bushes and trees are located within enclosed fences or other structures (as applicable), Maintenance thereof shall still be performed by the Association, provided the Association is able to reasonably enter and access such areas that are located within an enclosed fence or other structure. Notwithstanding anything herein to the contrary, 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; and

6. Subsection 7.3.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.3.1. Without limiting the generality of the foregoing, for all Type B Units, Type C Units, and Type D Units, the Association shall have the limited responsibility for 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 those portions of walkways or Limited Common Element walkways (if applicable) that are not located within the rear yard area of such Type B Units, Type C Units, and Type D Units. The removal of snow from, and treatment of ice accumulation on, the walkways or Limited Common Element walkways (if applicable) that are located within the rear yard area of such Type B Units, Type C Units and Type D Units shall be the sole responsibility of the Unit Owner of such Unit. For all 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 set forth in this Subsection 7.3.1, all other Maintenance of individual Unit driveways, Limited Common Element sidewalks abutting the Unit, Limited Common Element walkways (if applicable) appurtenant to the Unit, as well as other steps, stoops, patios, porches, walkways 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. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

***[Signature page to follow]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By: [Signature]  
Name: Robert Bowman  
Title: President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lancaster : SS:

On this, the 24<sup>th</sup> day of September, 2019, before me, a Notary Public, the undersigned officer, personally appeared Robert Bowman, who acknowledged himself to be the President of Rochester Road Investment Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

[Signature]  
Notary Public

(SEAL)

My commission expires: April 19, 2020

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Cynthia K. Lucci, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires April 19, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 1(A) (as distinguished from any subdivision and land development phase) on the Plats and Plans for Planned Community Phase 1(A), attached hereto as **Exhibit B**.

Planned Community Phase 1(A) consists of Unit Nos. 60 through 75, inclusive, 135 through 163, inclusive, 179 through 181, inclusive, 200 through 231, inclusive, 256 through 260, inclusive, 262A through 262H, inclusive, 263A through 263H, inclusive, 273 through 285, inclusive, together with the Limited Common Elements appurtenant thereto.

**EXHIBIT B**

**PLATS AND PLANS  
Planned Community Phase 1(A)**

The Plats and Plans for Planned Community Phase 1(A), dated October 15, 2019, and consisting of twelve (12) pages, are being recorded simultaneously herewith and are hereby incorporated herein and made an integral part hereof by this reference thereto.



## EXHIBIT C

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

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Planned Community Phase 1(A)</b>			
60	Type A	0.877	1
61	Type A	0.877	1
62	Type A	0.877	1
63	Type A	0.877	1
64	Type A	0.877	1
65	Type A	0.877	1
66	Type A	0.877	1
67	Type A	0.877	1
68	Type A	0.877	1
69	Type A	0.877	1
70	Type A	0.877	1
71	Type A	0.877	1
72	Type A	0.877	1
73	Type A	0.877	1
74	Type A	0.877	1
75	Type A	0.877	1
135	Type A	0.877	1
136	Type A	0.877	1
137	Type A	0.877	1
138	Type A	0.877	1
139	Type A	0.877	1

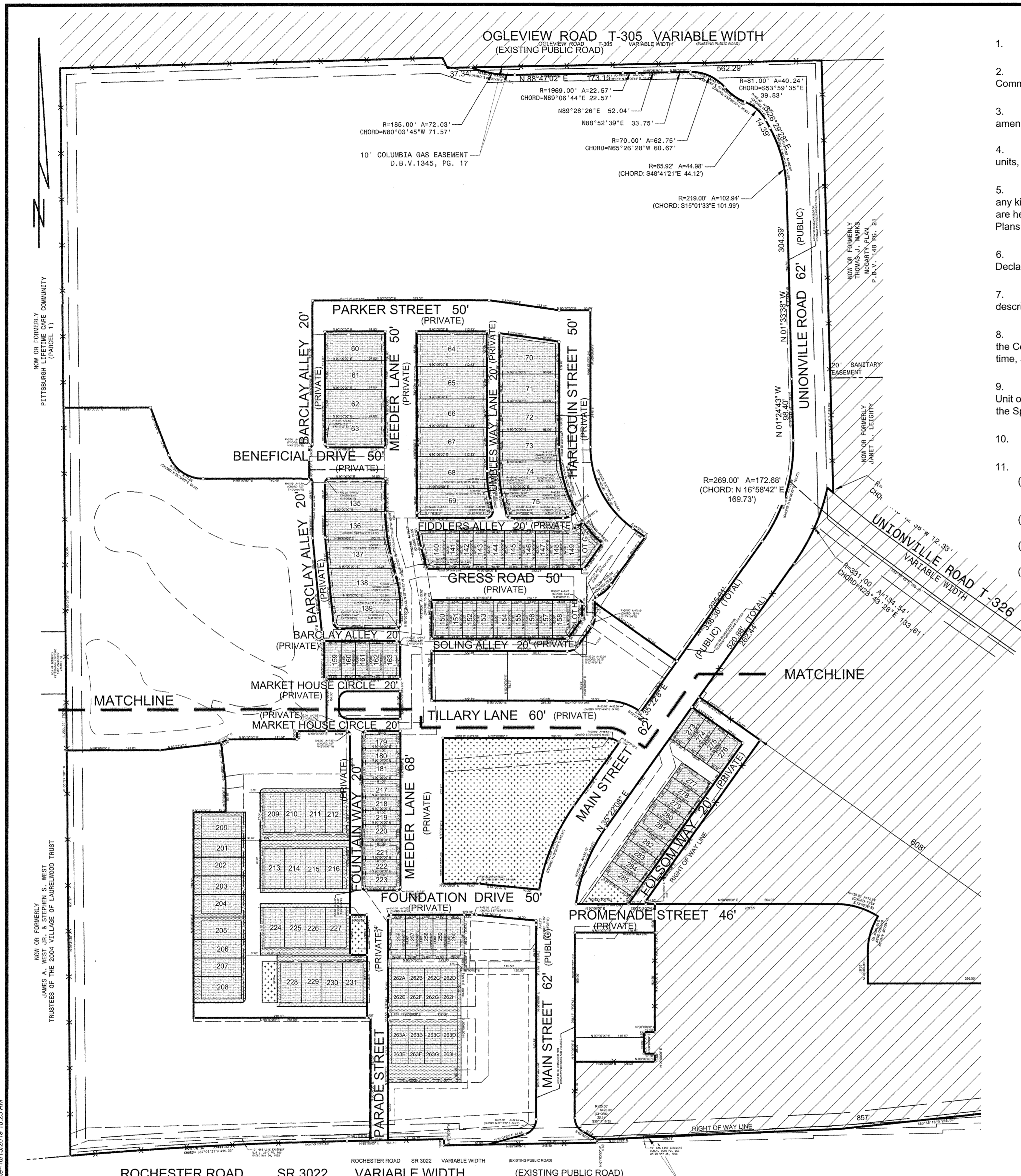
140	Type B	0.877	1
141	Type B	0.877	1
142	Type B	0.877	1
143	Type B	0.877	1
144	Type B	0.877	1
145	Type B	0.877	1
146	Type B	0.877	1
147	Type B	0.877	1
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162	Type B	0.877	1
163	Type B	0.877	1
179	Type B	0.877	1
180	Type B	0.877	1
181	Type B	0.877	1
200	Type D	0.877	1

201	Type D	0.877	1
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217	Type B	0.877	1
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223	Type B	0.877	1
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227	Type D	0.877	1
228	Type D	0.877	1

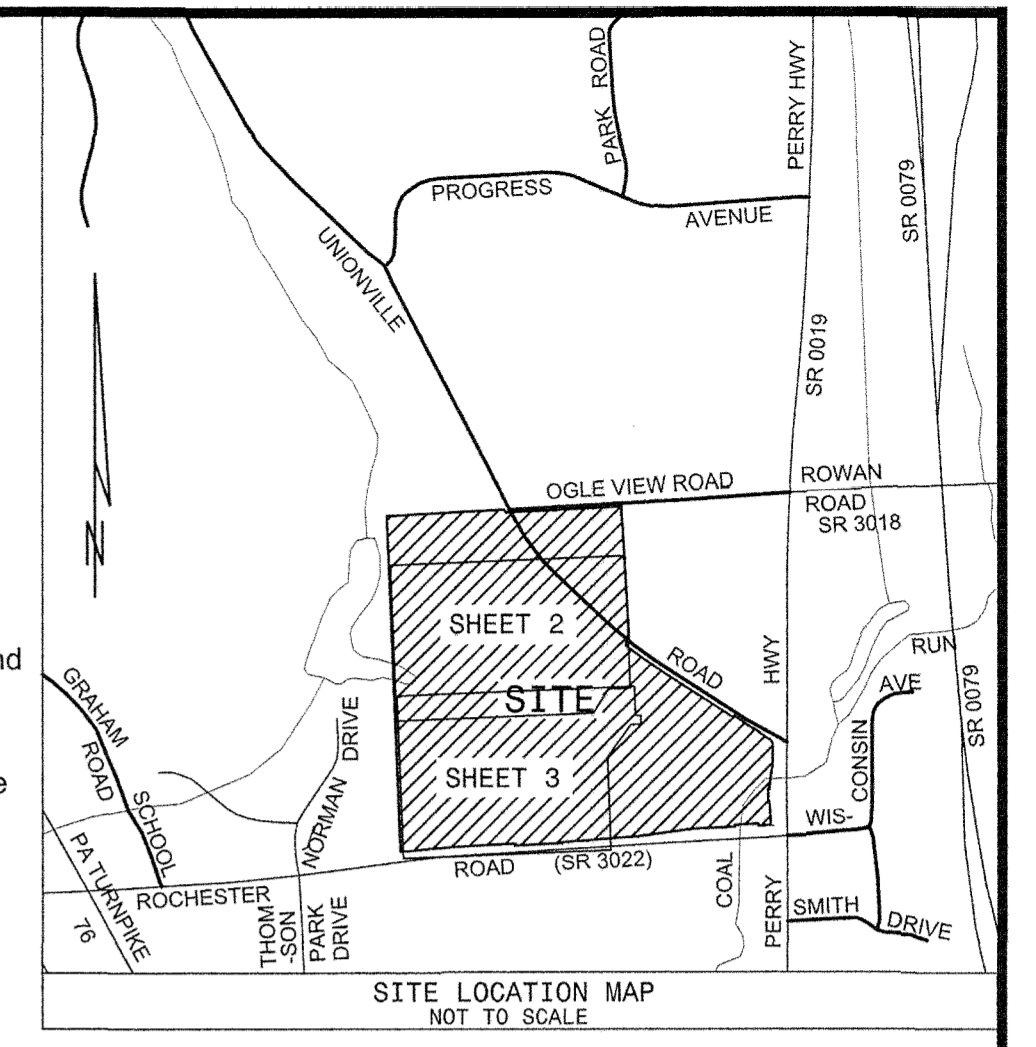
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230	Type D	0.877	1
231	Type D	0.877	1
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257	Type B	0.877	1
258	Type B	0.877	1
259	Type B	0.877	1
260	Type B	0.877	1
262A	Type D	0.877	1
262B	Type D	0.877	1
262C	Type D	0.877	1
262D	Type D	0.877	1
262E	Type D	0.877	1
262F	Type D	0.877	1
262G	Type D	0.877	1
262H	Type D	0.877	1
263A	Type D	0.877	1
263B	Type D	0.877	1
263C	Type D	0.877	1
263D	Type D	0.877	1
263E	Type D	0.877	1
263F	Type D	0.877	1
263G	Type D	0.877	1
263H	Type D	0.877	1
273	Type B	0.877	1
274	Type B	0.877	1
275	Type B	0.877	1
276	Type B	0.877	1

277	Type B	0.877	1
278	Type B	0.877	1
279	Type B	0.877	1
280	Type B	0.877	1
281	Type B	0.877	1
282	Type B	0.877	1
283	Type B	0.877	1
284	Type B	0.877	1
285	Type B	0.877	1
<b>TOTAL (114 Units)</b>			
		<b>99.978%</b>	<b>114</b>





- Planned Community Notes:
- The name of this planned community is Meeder, A Planned Community (the "Community").
  - These Plats and Plans for the Community are part of the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019 and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument No. 201902010001910 (the "Declaration").
  - Details of Planned Community Phase 1(A), which is being created as permitted by the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et. seq. (as amended, the "Act") and is hereby distinguished from any subdivision and land development phases, are depicted hereon.
  - The location and dimensions for unit Nos. 200 through 216, inclusive, 224 through 231, inclusive, 262A through 262H, inclusive, and 263A through 263H, inclusive being all type D units, as defined in section 1.3.2. of the declaration, are more particularly described in section 2.2.4. of the declaration and shown on the plans attached hereto.
  - Except for the Units, Common Elements and Limited Common Elements within Planned Community Phase 1(A) shown hereon and labeled "Must Be Built", all other improvements of any kind shown hereon and within the boundaries of the Community are contemplated improvements only and which consist of Convertible Real Estate and Withdrawable Real Estate and are hereby labeled "Need Not Be Built". The location of all such contemplated improvements as shown hereon is approximate and is subject to change. 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.
  - Whether or not specifically shown hereon, the location and dimensions of any and all parcels of Additional Real Estate are more particularly bounded and described in Exhibit E of the Declaration. All parcels of Additional Real Estate are hereby labeled "Need Not Be Built".
  - Whether or not specifically described hereon, portions of the Community shall constitute Common Facilities as described in Article IV of the Declaration. Controlled Facilities are described in Article V of the Declaration.
  - Except for those roadways labeled as "public" on these Plats and Plans, all other proposed roadways, private streets, alleys, access drives, common driveways, and street signage in the Community are (i) expected to remain private, (ii) hereby designated Withdrawable Real Estate unless indicated otherwise on these Plats and Plans, as may be amended from time to time, and (iii) are considered part of the Common Facilities to be maintained by the Association unless or until dedicated to and accepted by the public.
  - 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 or a combination of Units and 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.
  - In addition to those easements depicted hereon, the Community is subject to certain easements more particularly set forth in Section 1.2 and Article VIII of the Declaration.
  - Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:
    - For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
    - For those Units that have a Limited Common Facility front and/or rear yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility front yard area or rear yard area of such Unit, as applicable, shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.
    - For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
    - For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.



LEGEND

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- PLANNED COMMUNITY PHASE 1(A) (CONSISTING OF UNIT NOS. 60-75, 135-163, 179-181, 200-231, 256-260, 262A-262H, 263A-263H, AND 273-285, TOGETHER WITH THE LIMITED COMMON ELEMENTS APPURTENANT THERETO) - MUST BE BUILT ("M.B.B.")
- CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
- ADDITIONAL REAL ESTATE - N.N.B.B.
- LIMITED COMMON FACILITY ("LCF") - M.B.B.
- COMMON ELEMENTS - M.B.B.

**GATEWAY**

The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
gatewayengineers.com 855-634-9284

DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
**CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA**  
MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

LOT 262 (LOFT: 8 UNITS)  
UNIT 262A  
UNIT 262B  
UNIT 262C  
UNIT 262D  
UNIT 262E  
UNIT 262F  
UNIT 262G  
UNIT 262H

LOT 263 (LOFT: 8 UNITS)  
UNIT 263A  
UNIT 263B  
UNIT 263C  
UNIT 263D  
UNIT 263E  
UNIT 263F  
UNIT 263G  
UNIT 263H

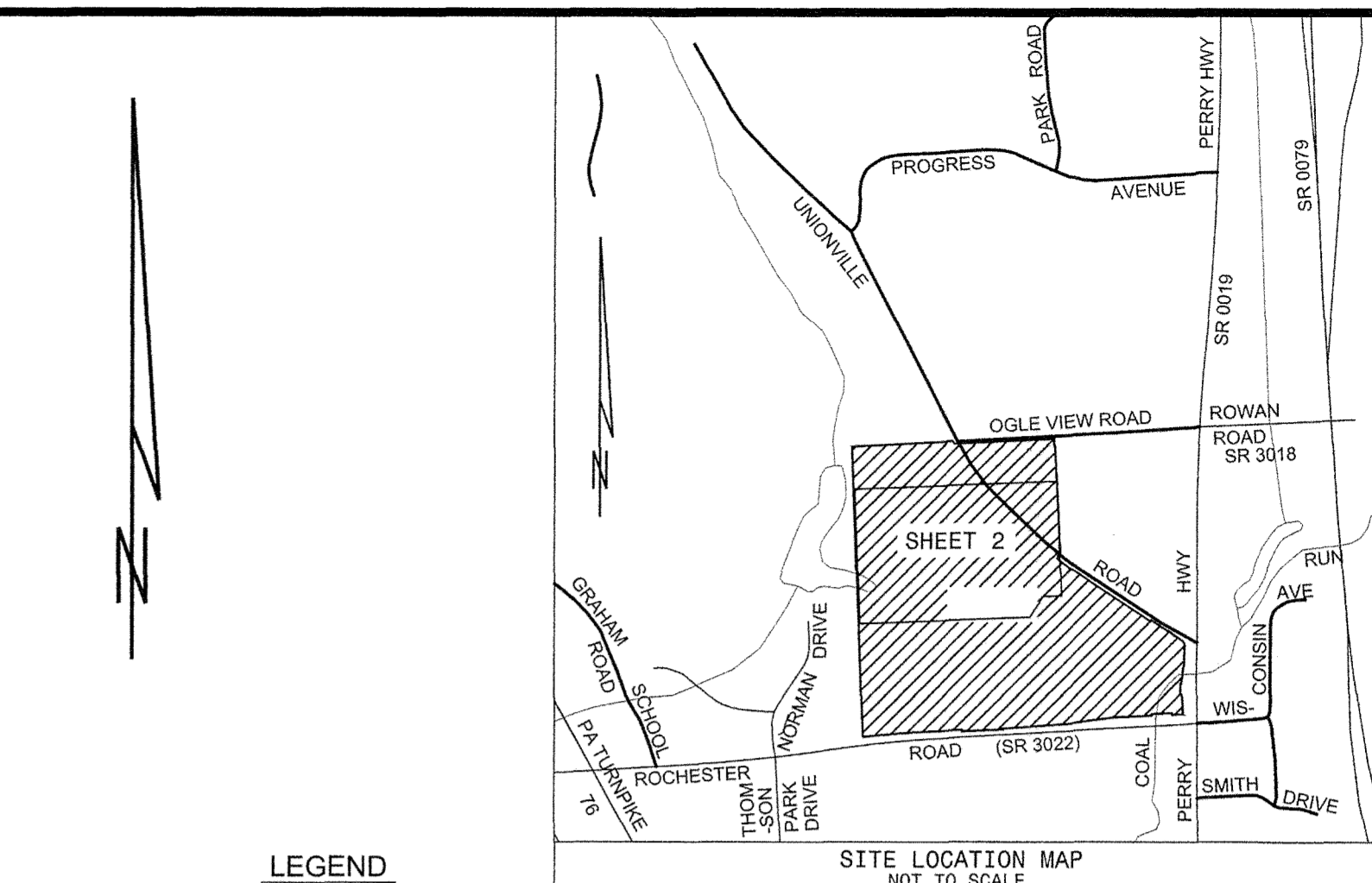
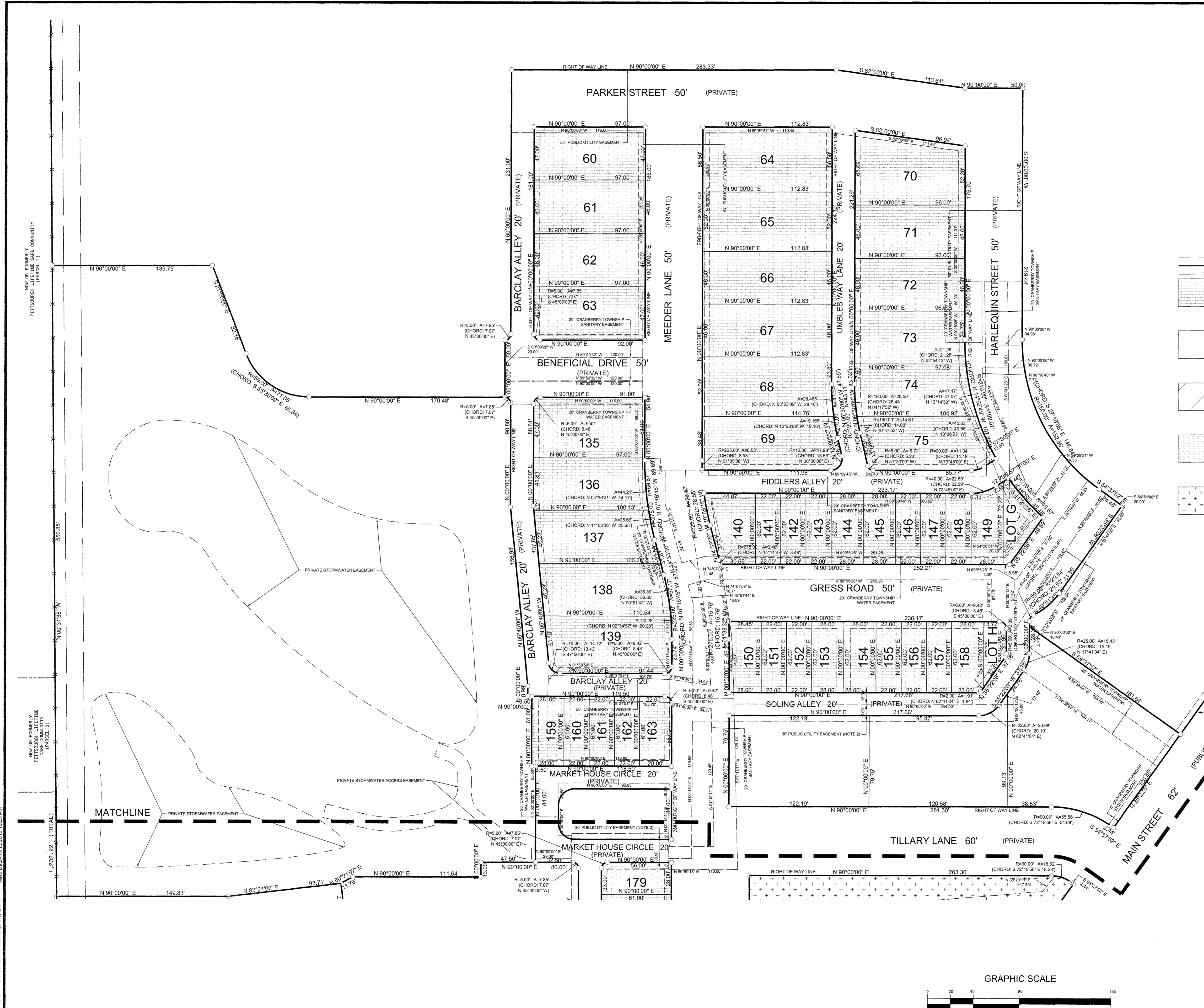
DATUM REFERENCE  
THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON INSTRUMENT NO. 201106020013342, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA

OWNER:  
ROCHESTER ROAD INVESTMENT CO.  
1190 DILLERSVILLE ROAD  
LANCASTER, PA 17601  
PHONE: 717-560-1400

GRAPHIC SCALE  
0 50 100 200 400  
(IN FEET)  
1 inch = 100 ft.

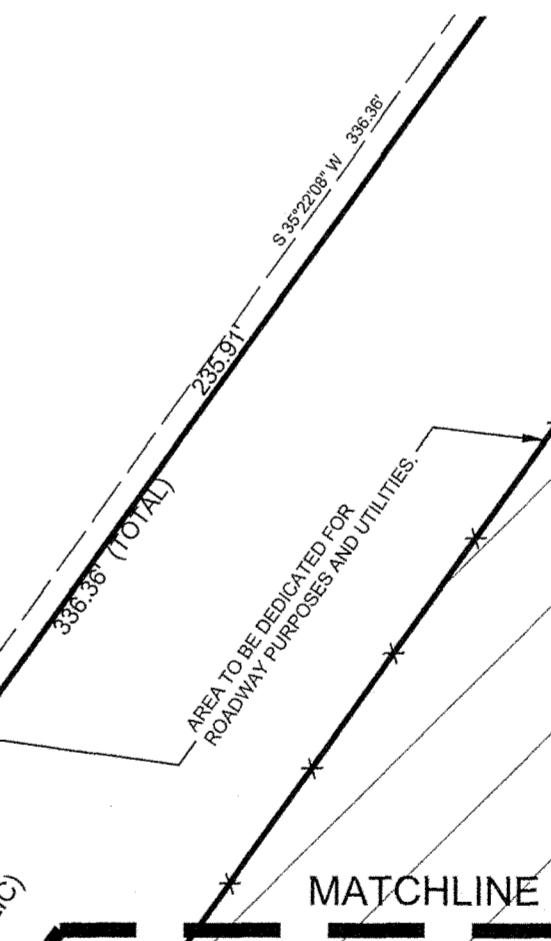
Date: OCTOBER 15, 2019  
Job Number: C-18807-0041  
Dwg No.: \_\_\_\_\_ SHEET: 2 OF 12

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 Date: 10/15/2019 10:33 AM Andrew M. Ungarino, E.I.T. Sheet\Declaration Plat.dwg  
 15.03



LEGEND

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- PLANNED COMMUNITY PHASE 1(A) (CONSISTING OF UNIT NOS. 60-75, 135-163, 179-181, 200-231, 256-260, 262A-262H, 263A-263H, AND 273-285, TOGETHER WITH THE LIMITED COMMON ELEMENTS APPURTENANT THERETO) - MUST BE BUILT ("M.B.B.")
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- ADDITIONAL REAL ESTATE - N.N.B.B.
- LIMITED COMMON FACILITY ("LCF") - M.B.B..
- COMMON ELEMENTS - M.B.B.

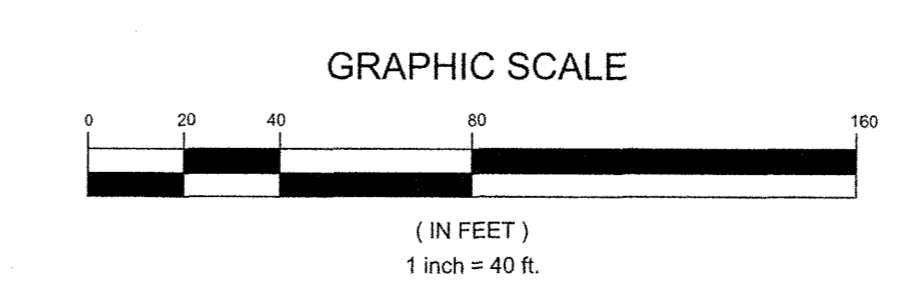


The Gateway Engineers, Inc.  
**GATEWAY**  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

**DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

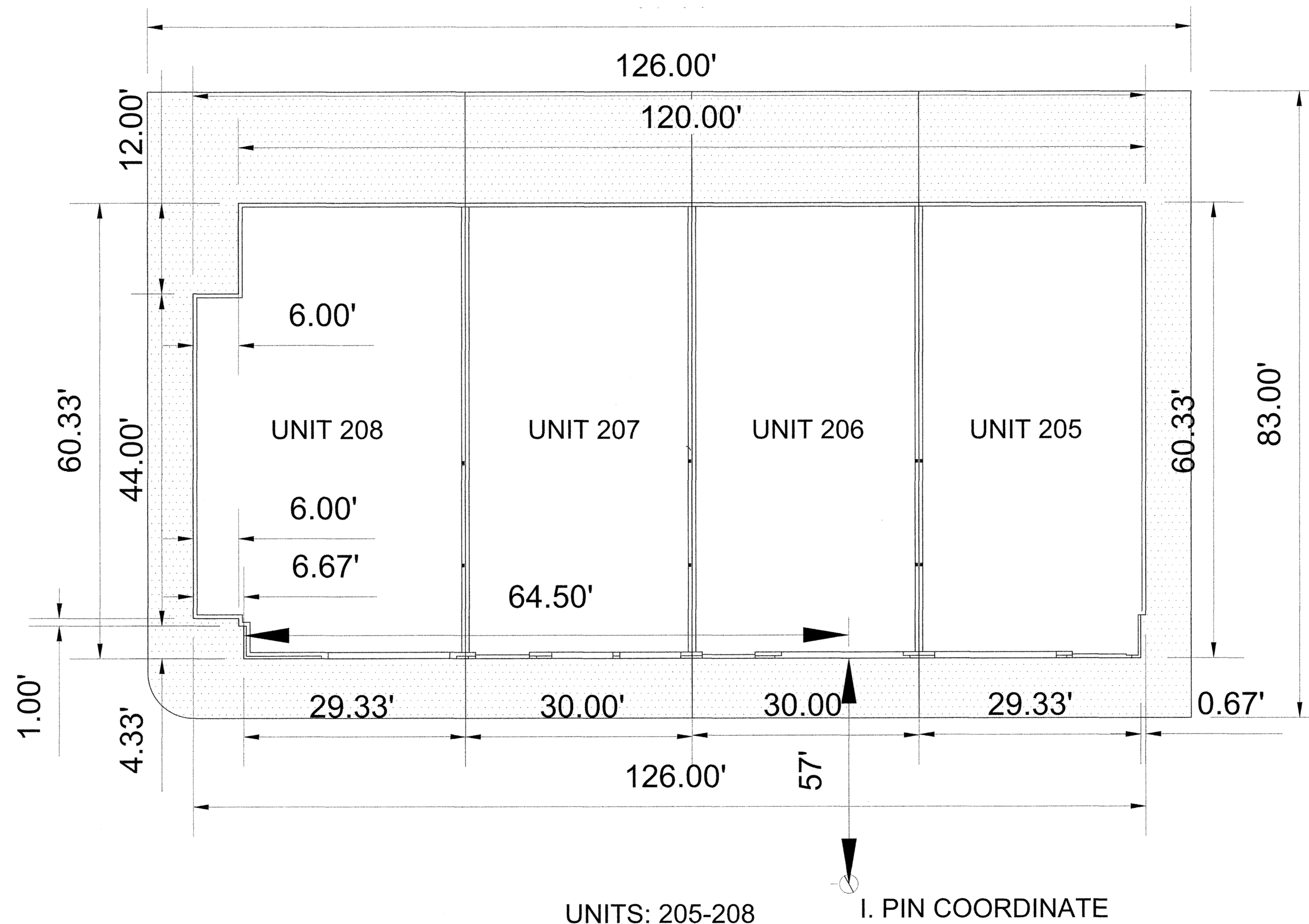
**ROCHESTER ROAD INVESTMENT CO.**



Date: 10/15/2019 10:33 AM  
 Plot Date: 10/15/2019 10:33 AM  
 User: J. L. ...  
 Job Number: C-18807-0041  
 Sheet: 3 OF 12







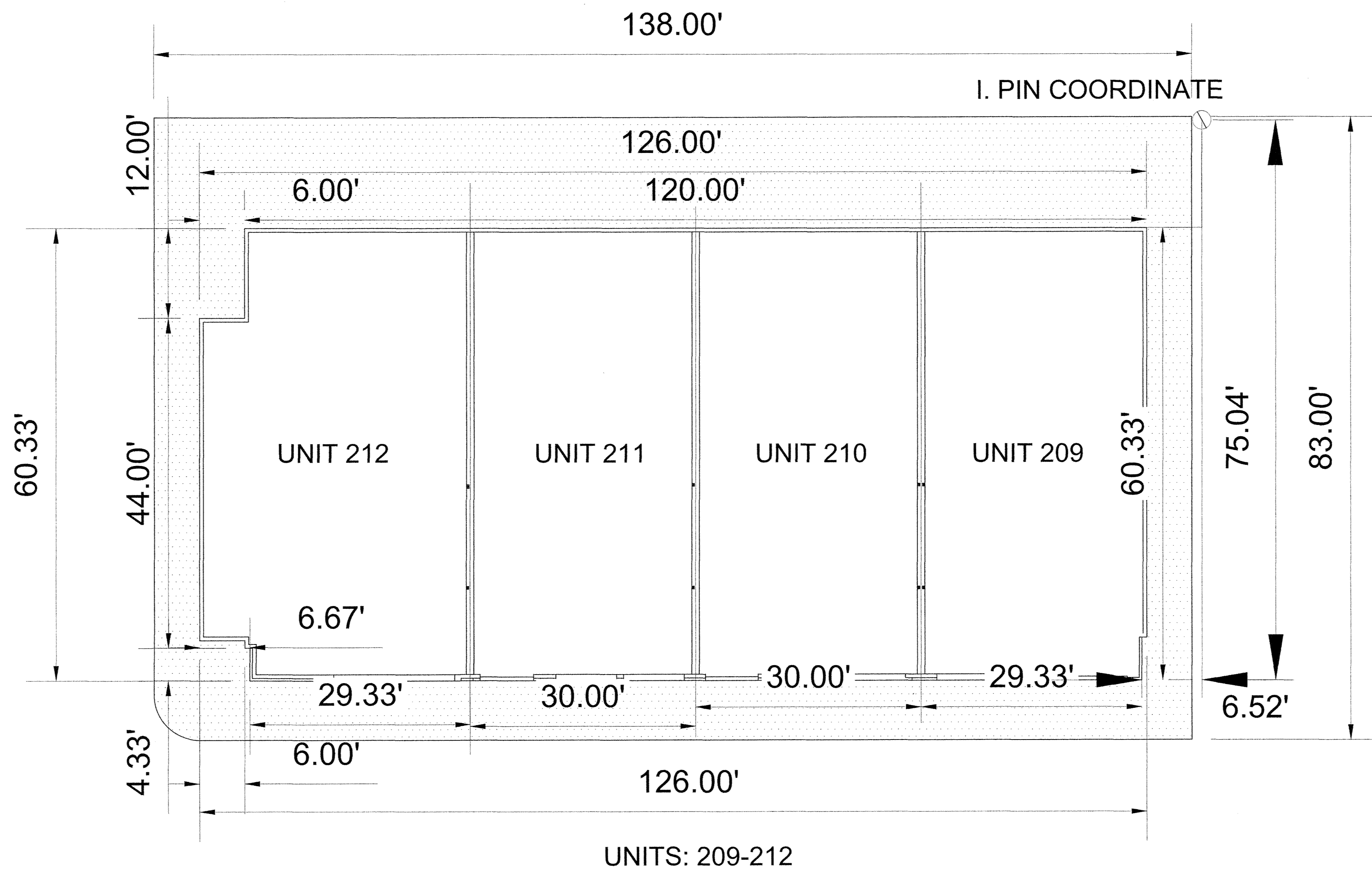
**LEGEND**

- LIMITED COMMON FACILITY ("LCF")

- Note  
Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:
- (a) For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
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  - (c) For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
  - (d) For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.

I. PIN COORDINATE  
NAD83 South  
N40° 41' 59.17905565"  
W80° 06' 37.84242677"

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
<b>DECLARATION PLATS AND PLANS PLANNED COMMUNITY                  PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY</b>	
SITUATE IN <b>CRANBERRY TOWNSHIP                  BUTLER COUNTY, PA</b> MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
PM: DMH DB: AMU CB: DMH SCALE: 1" = 10'	Date: OCTOBER 15, 2019 Job Number: C-18807-0041 Dwg No: SHEET: 5 OF 12



LEGEND

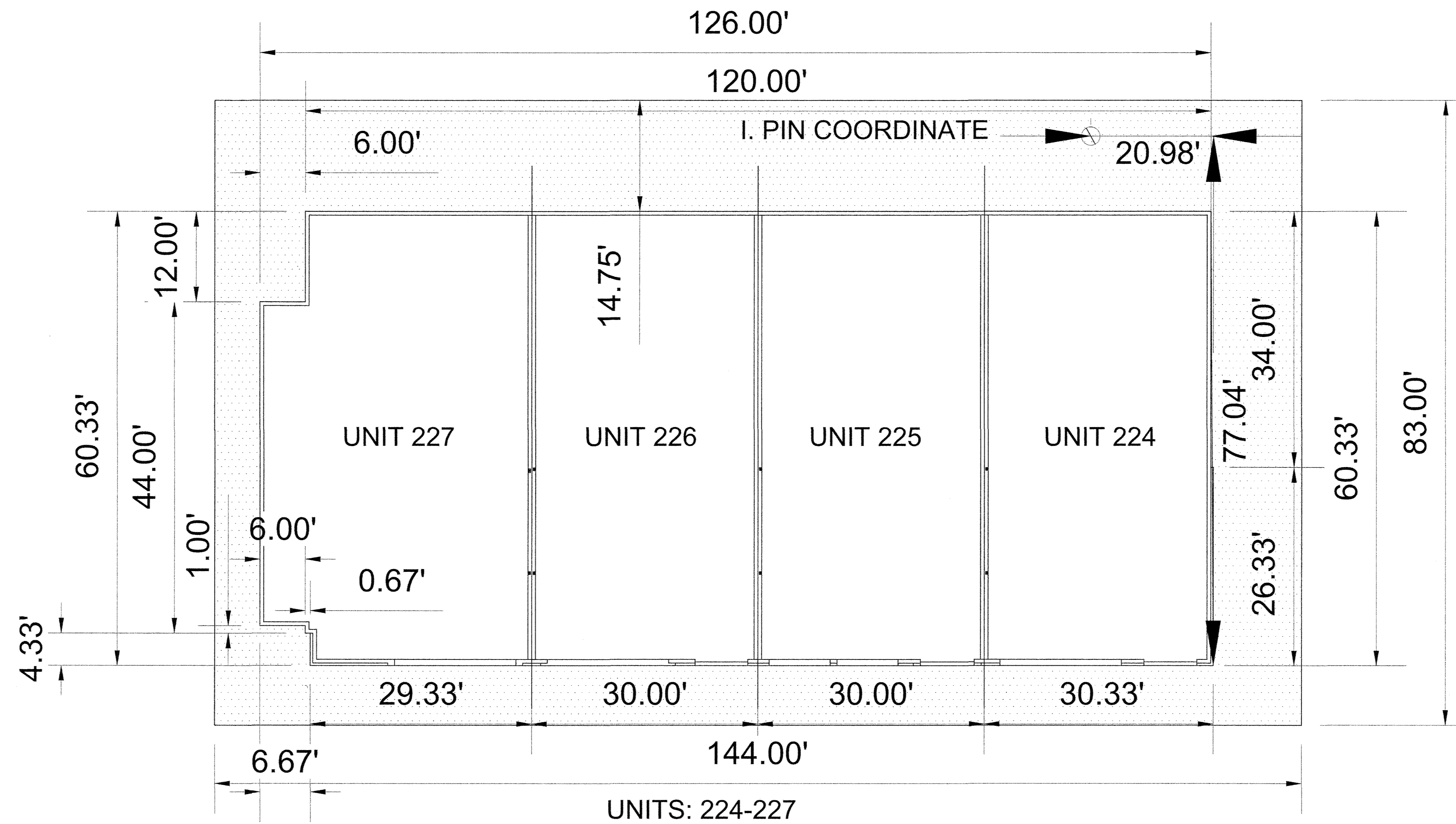
- LIMITED COMMON FACILITY ("LCF")

- Note
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I. PIN COORDINATE  
 NAD83 South  
 N40° 42' 00.98946203"  
 W80° 06' 38.25670926"

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com      855-634-9284
	DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
ROCHESTER ROAD INVESTMENT CO.	
PM: DMH    DB: AMU    CB: DMH    SCALE: 1" = 10'	Date: OCTOBER 15, 2019 Job Number: C-18807-0041 Dwg No: _____ SHEET: 6 OF 12

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 Plot Date: 10/15/2019 10:26:44 AM  
 User: dmh



Note  
Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:

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I. PIN COORDINATE  
NAD83 South  
N40° 41' 59.17905565"  
W80° 06' 37.84242677"

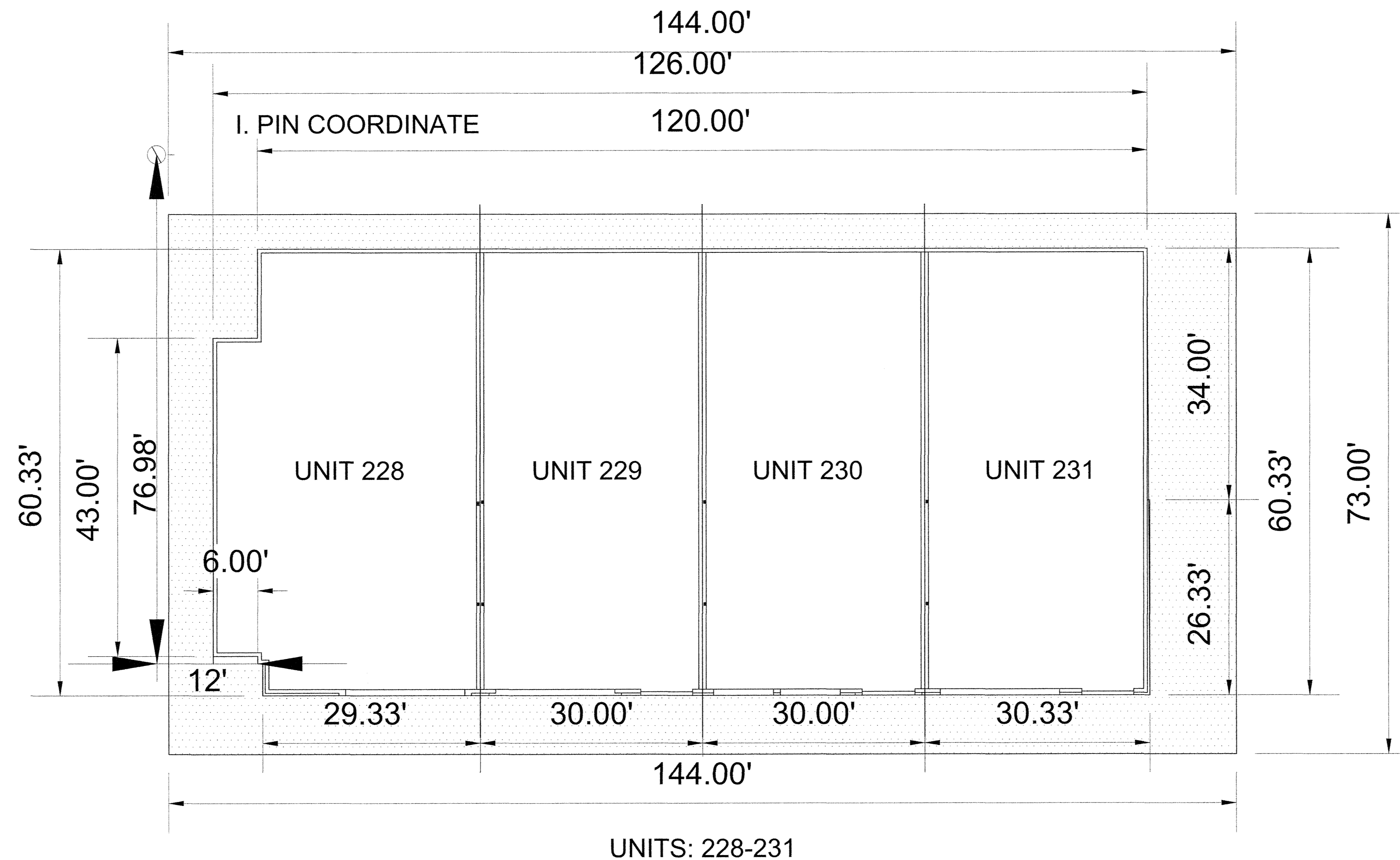
LEGEND

- LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA  
MADE FOR

ROCHESTER ROAD INVESTMENT CO.

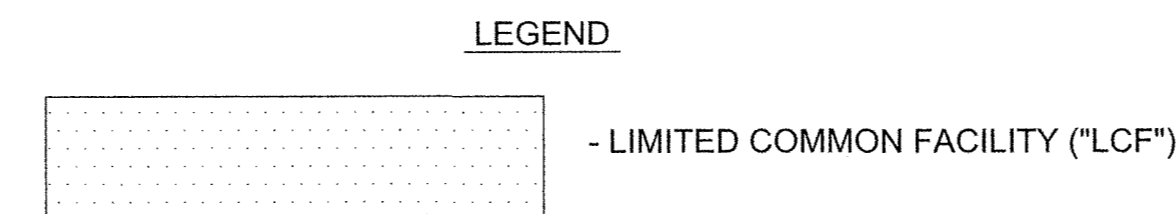


Note  
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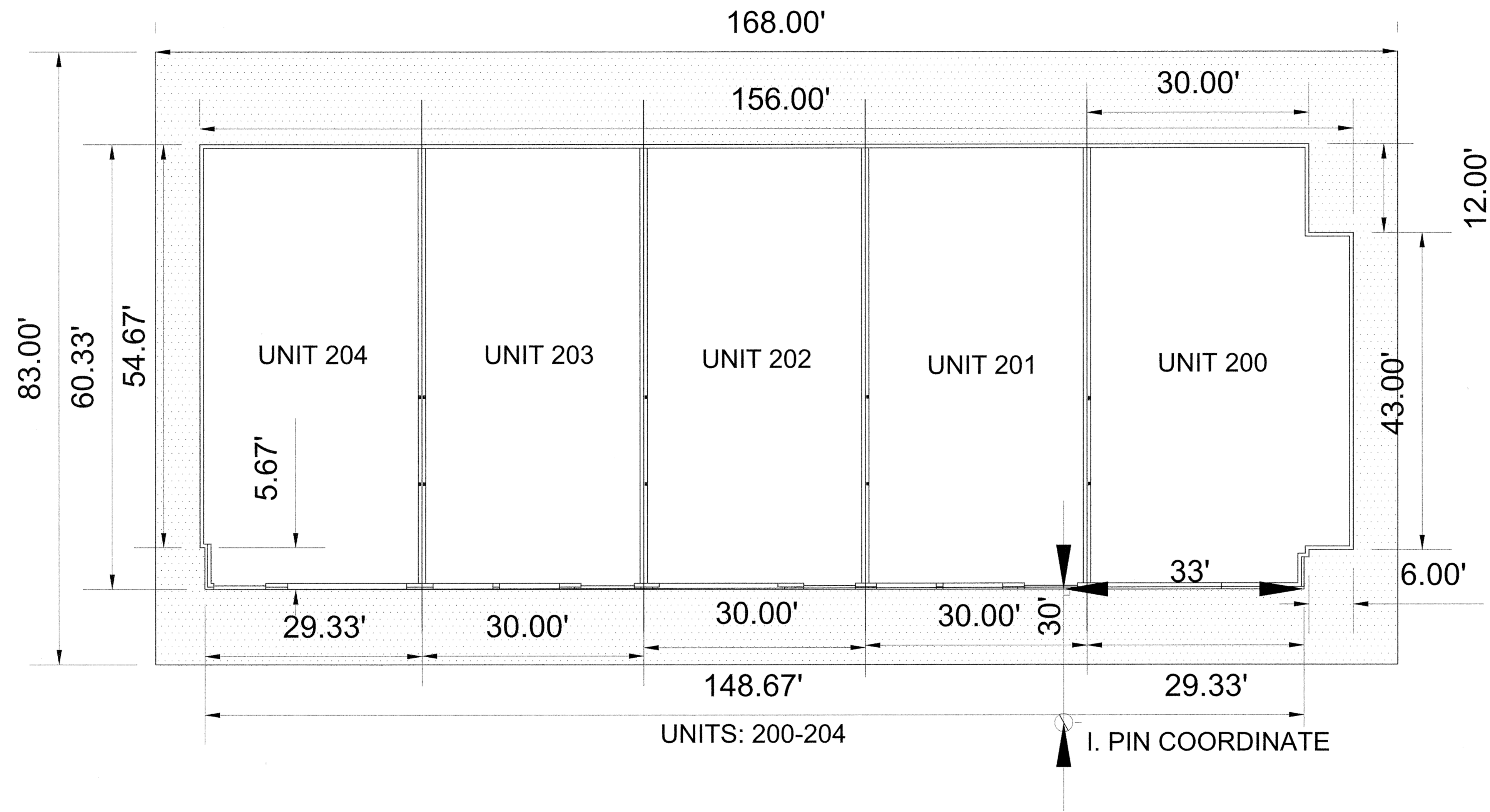
UNITS: 228-231

I. PIN COORDINATE  
NAD83 South  
N40° 41' 59.17905565"  
W80° 06' 37.84242677"



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
PM: DMH DB: AMJ CS: DMH	Date: OCTOBER 15, 2019 Job Number: C-18807-0041 Dwg No: SHEET: 8 OF 12

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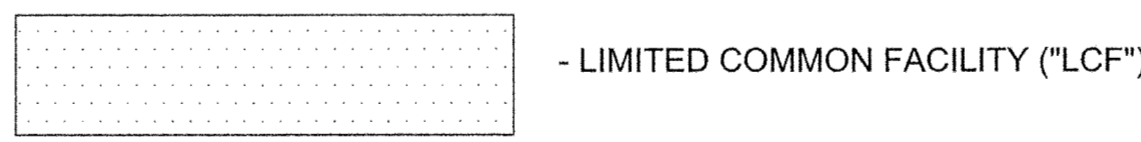
**Note**  
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UNITS: 200-204

I. PIN COORDINATE

**LEGEND**



**I. PIN COORDINATE**  
 NAD83 South  
 N40° 41' 59.17905565"  
 W80° 06' 37.84242677"

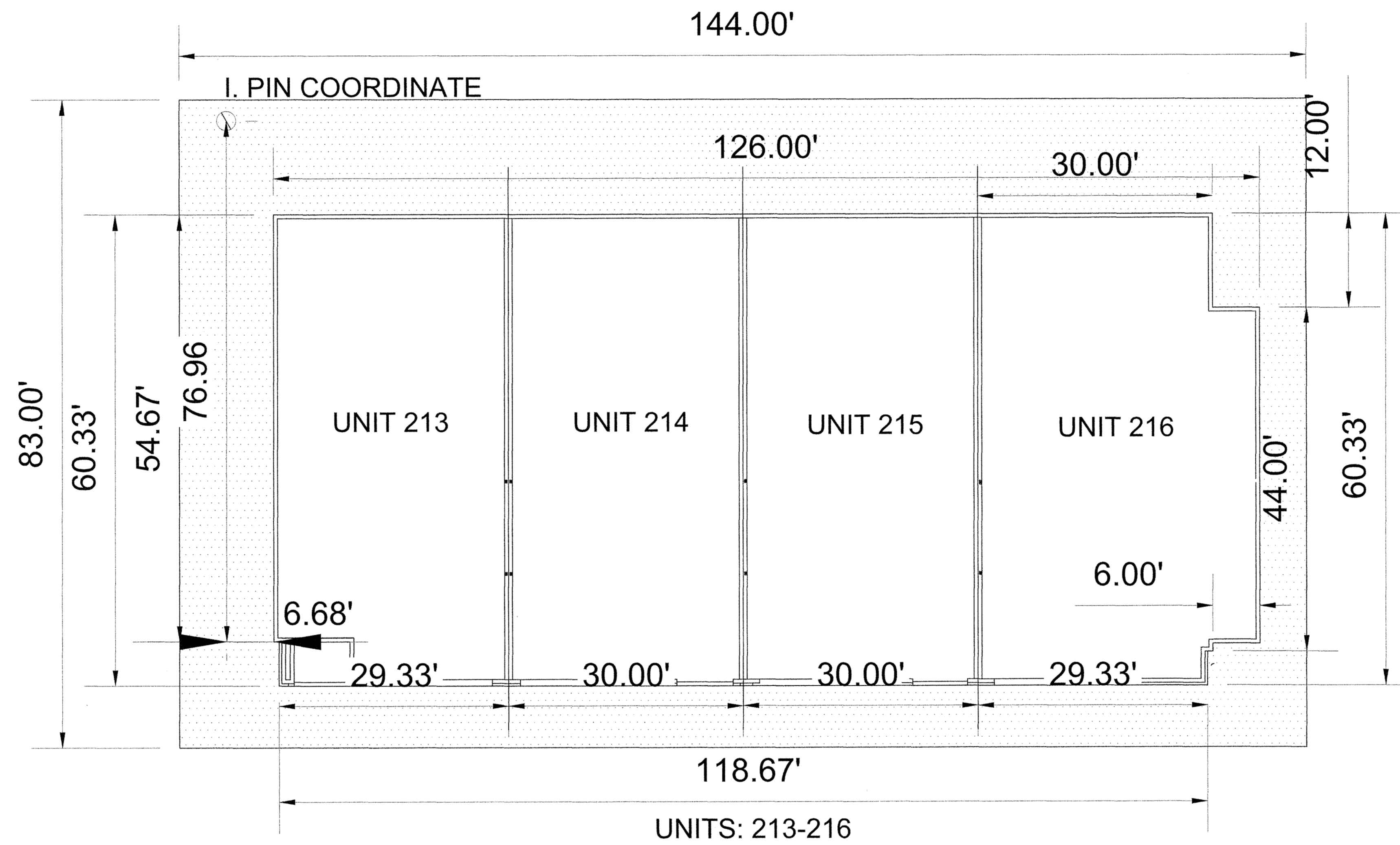
The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

**DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

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 User: dmh



Note  
 Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:

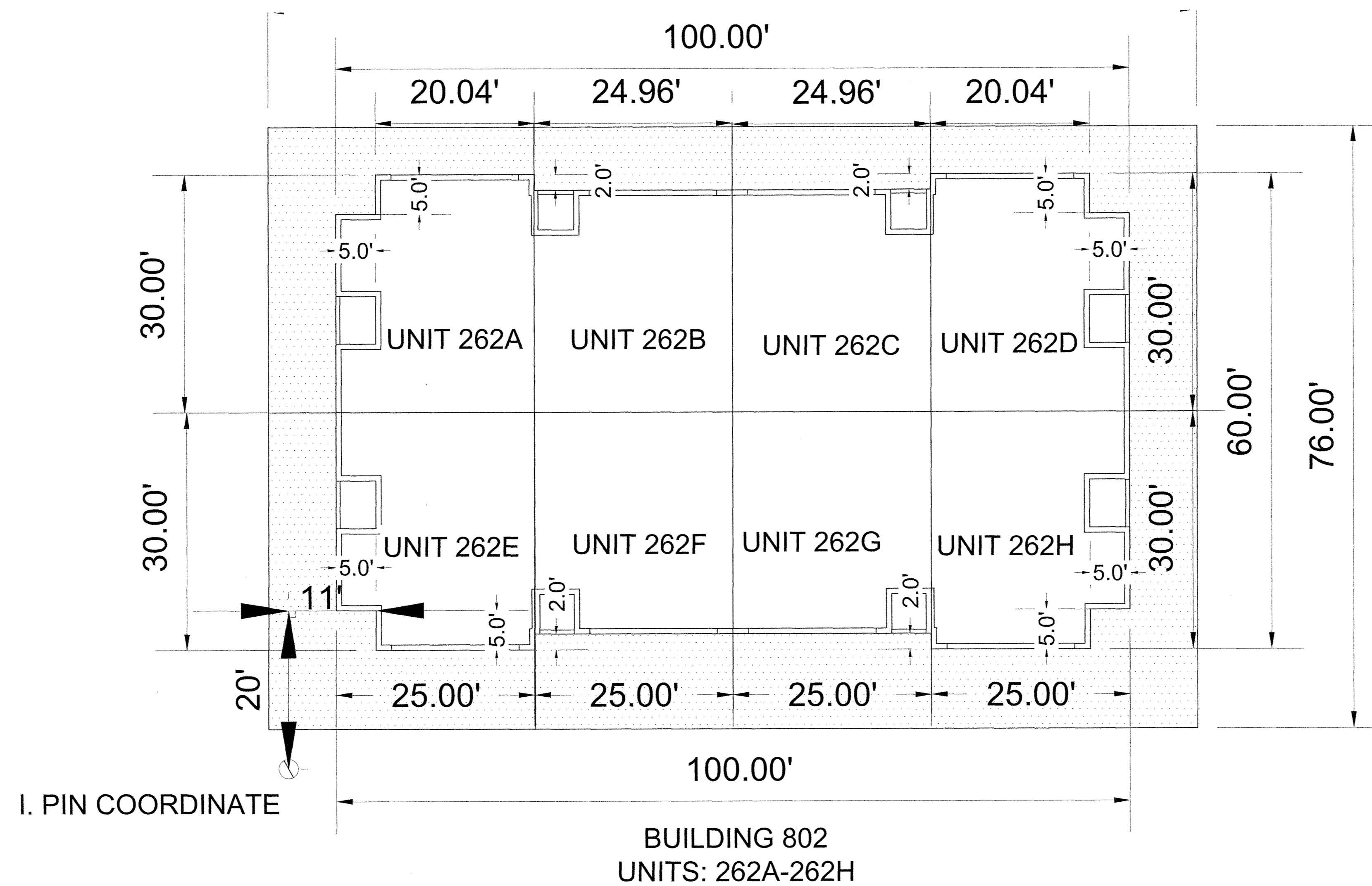
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I. PIN COORDINATE  
 NAD83 South  
 N40° 42' 00.98946203"  
 W80° 06' 38.25670926"

LEGEND  
 - LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
ROCHESTER ROAD INVESTMENT CO.	
Date: OCTOBER 15, 2019 Job Number: C-18807-0041 Dwg No: _____ SHEET: 10 OF 12	PM: DMH DB: AMU CB: DMH SCALE: 1" = 10'

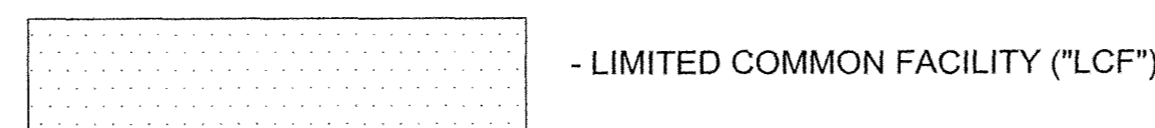
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- Note
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I. PIN COORDINATE  
NAD83 South  
N40° 41' 58.25802165"  
W80° 06' 35.49818055"

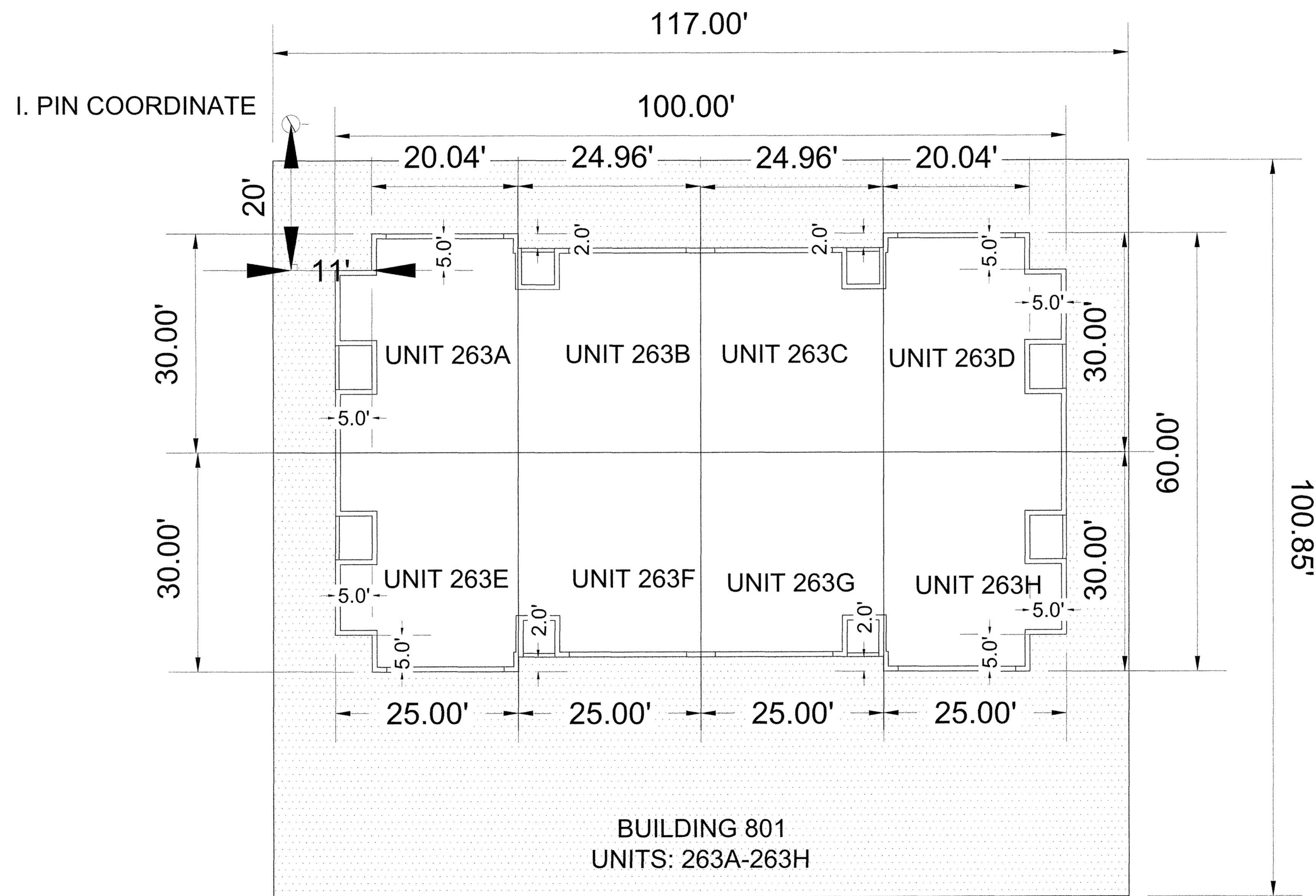
LEGEND



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
PM: DMH DB: AMJ CB: DMH SCALE: 1" = 10'	Date: OCTOBER 15, 2019 Job Number: C-18807-0041 Dwg No: SHEET: 11 OF 12

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- Note
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W80° 06' 35.49818055"

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	DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
ROCHESTER ROAD INVESTMENT CO.	
Date: OCTOBER 16, 2019 Job Number: C-18807-0041 Dwg No: _____ SHEET: 12 OF 12	PM: DMH DB: AMU CB: DMH SCALE: 1" = 10' © Gateway Engineers Inc. All Rights Reserved

C:\Users\dmh\OneDrive\Projects\18807\18807\_Coverity\_Town\_Center\041\_Declaration\_Plat\02-Sheet\Declaration\_Plat.dwg  
 Plot Date: 10/16/2019 10:27 AM Author: D. Ungarling, E.L.T.  
 Save Date: 10/16/2019 10:22 AM



Instr: 201910150020631

Pgs: 2 F: \$20.50

Michele Mustello

Butler County Recorder PA

10/15/2019 2:06 PM

T20190016414

**CERTIFICATE OF COMPLETION**

**FOR**

**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE 085175), independent of **Rochester Road Investment Company, a Pennsylvania corporation**, the declarant ("Declarant") of Meeder, A Planned Community (the "Community") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 60 through 75, inclusive, 135 through 163, inclusive, 179 through 181, inclusive, 200, 201, 205, 208, 217 through 223, inclusive, 256 through 260, inclusive, and 273 through 285, inclusive** (collectively, the "Units"):

(a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of said Units and any limited common elements appurtenant thereto for their intended use.

(b) The Units are substantially completed in accordance with the descriptions set forth in both the Declaration, as necessary to comply with and pursuant to Section 5205(4) of the Act, and in the public offerings statement for the Community, as necessary to comply with and pursuant to Section 5402(a).

**[[Signature Page Follows]]**

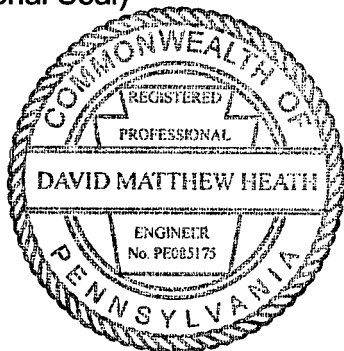


I hereby CERTIFY that this document is recorded in the Recorder's Office of Butler County, Pennsylvania

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

IN WITNESS WHEREOF, this Certificate is executed this 15 day of October, 2019.

(Professional Seal)



*David M. Heath*

Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS.

COUNTY OF

On this, the 15<sup>th</sup> day of October, 2019, 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.

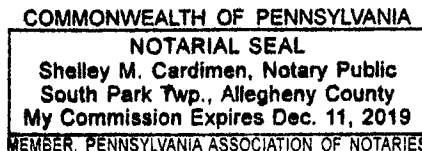
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Shelley M. Cardimen*

Notary Public

After recording, return to:

Kate W. Millikan, Esquire  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108





Instr: 202006160011387

Pgs: 9 F: \$30.50

Michele Mustello

Butler County Recorder PA

6/16/2020 3:38 PM

T20200008104

*Handwritten mark*

**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 "**Meeder, A Planned Community**" in both the Grantor and Grantee indexes.

**SECOND AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Second Amendment ("Amendment") is made as of this 18<sup>th</sup> day of May, 2020, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to that certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630 (the "First Amendment"), Declarant converted portions of the Convertible Real Estate described in Exhibit "A" attached thereto into Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to one hundred fourteen (114), as depicted in the plats and plans for Planned Community Phase 1(A) attached as Exhibit "B" thereto (the "First Amendment Plats and Plans").

E. Declarant now desires to amend certain sheets of the First Amendment Plats and Plans to reflect the correct dimensions of Units 200-204, inclusive (the "Applicable Units").

F. Declarant is currently the fee owner of the Applicable Units.

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 this reference thereto and made apart hereof.

2. Sheets 1, 2, 4 and 9 of the First Amendment Plats and Plans are deleted in their entirety and replaced with and superseded by the Amended Plats and Plans,

attached as **Exhibit A** hereto. Each sheet of the First Amendment Plats and Plans is replaced by the corresponding sheet with the same number in the Amended Plats and Plans. By way of example, Sheet 1 of the First Amendment Plats and Plans is replaced by Sheet 1 of the Amended Plats and Plans. All other sheets of the First Amendment Plats and Plans remain in effect except to the extent any such sheets are in conflict with the Amended Plats and Plans, in which case the Amended Plats and Plans shall control.

3. No reallocation of the Allocated Interests, votes in the Association, or Common Expense liabilities is necessary.

4. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and shall remain in full force and effect.

***[Signature page to follow]***

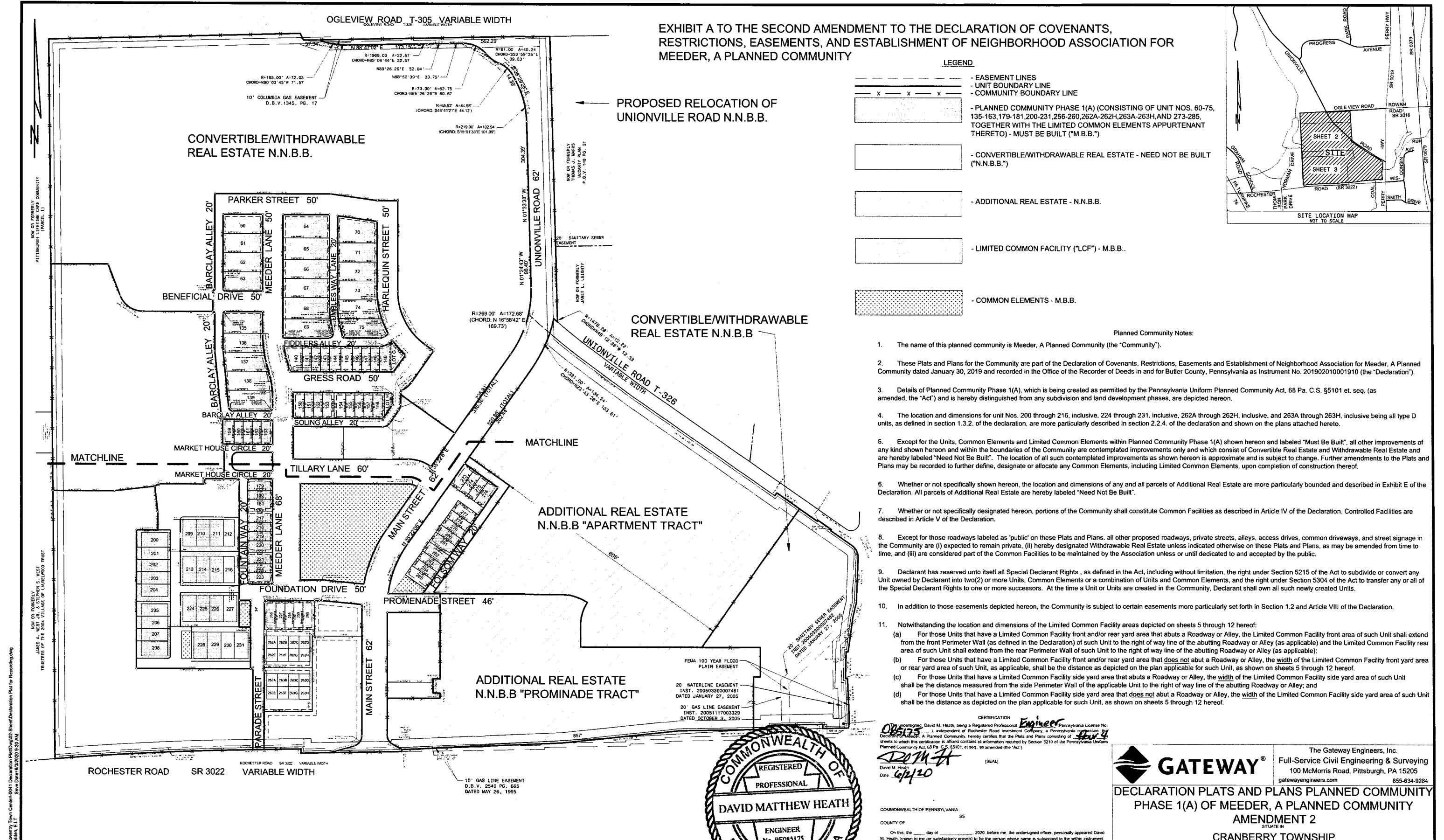


**EXHIBIT A**

**AMENDED PLATS AND PLANS  
Planned Community Phase 1(A)**

The Amended Plats and Plans for Planned Community Phase 1(A), dated October 15, 2019, and consisting of four (4) pages, are being recorded simultaneously herewith and are hereby incorporated herein and made an integral part hereof by this reference thereto.

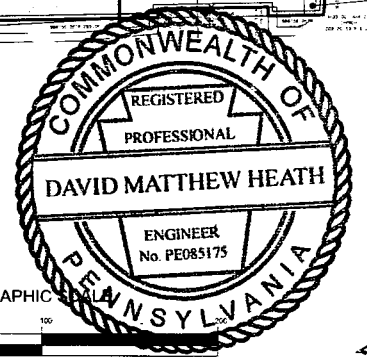
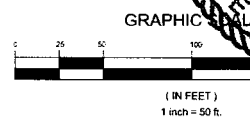




**EXHIBIT A  
TO THE SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS AND ESTABLISHMENT OF  
NEIGHBORHOOD ASSOCIATION FOR  
MEEDER, A PLANNED COMMUNITY**

Commonwealth of Pennsylvania - Notary Seal  
**Shanin D. Asbury, Notary Public**  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries

OWNER:  
 ROCHESTER ROAD INVESTMENT CO.  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE 717-568-1400



CERTIFICATION  
 I, the undersigned, David M. Heath, being a Registered Professional Engineer, Pennsylvania License No. PE085175, independent of Rochester Road Investment Company, a Pennsylvania corporation, Declaration of Meeder, A Planned Community, hereby certifies that the Plans and Plans consisting of sheets to which this certification is affixed contains information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq., as amended (the "Act").  
 David M. Heath  
 Date: 10/2/20  
 (SEAL)

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF \_\_\_\_\_  
 On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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/she executed the same for the purpose therein contained.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
 My Commission Expires: 11-8-2023

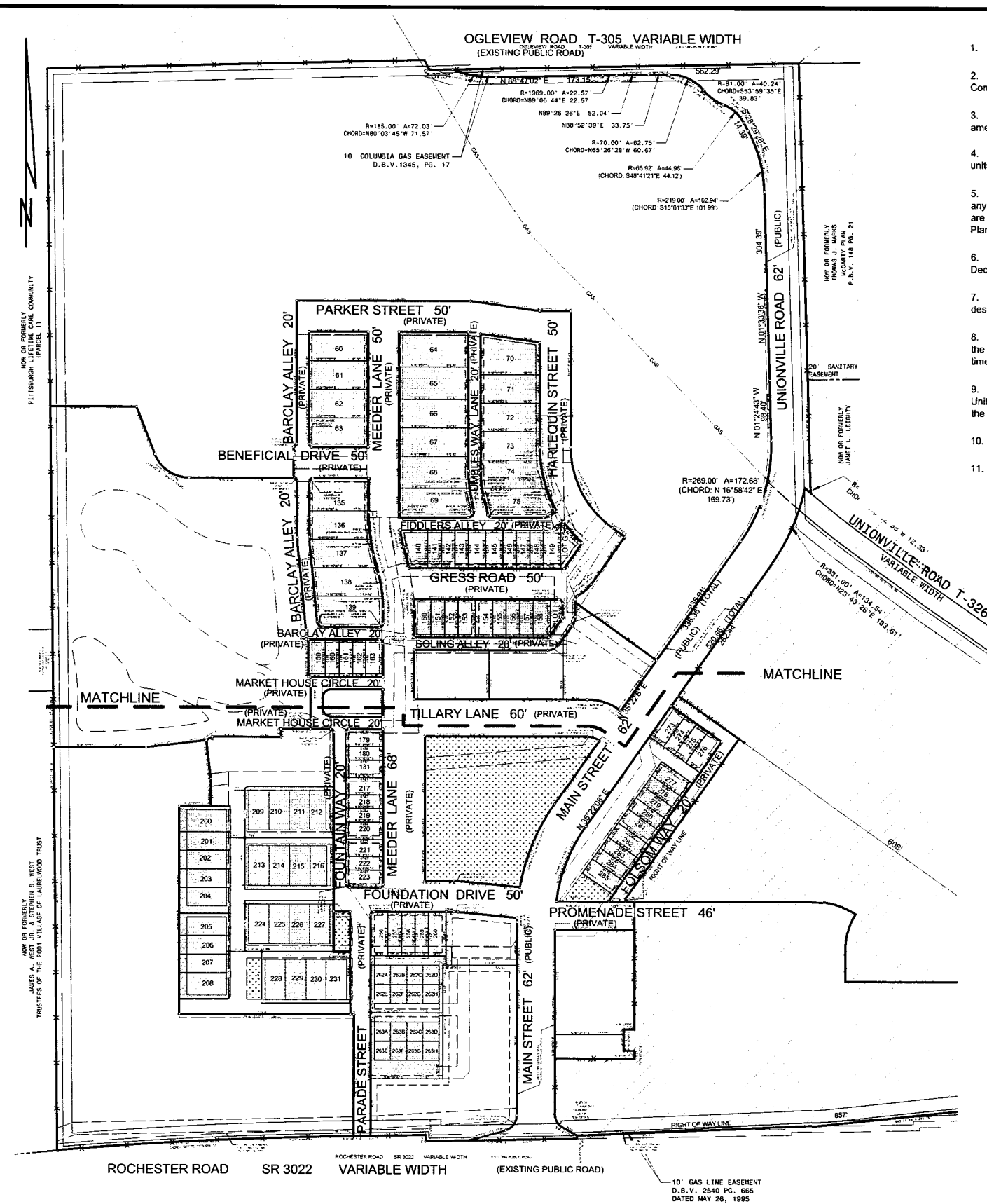
- Planned Community Notes:
- The name of this planned community is Meeder, A Planned Community (the "Community").
  - These Plats and Plans for the Community are part of the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019 and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument No. 201902010001910 (the "Declaration").
  - Details of Planned Community Phase 1(A), which is being created as permitted by the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et. seq. (as amended, the "Act") and is hereby distinguished from any subdivision and land development phases, are depicted hereon.
  - The location and dimensions for unit Nos. 200 through 216, inclusive, 224 through 231, inclusive, 262A through 262H, inclusive, and 263A through 263H, inclusive being all type D units, as defined in section 1.3.2. of the declaration, are more particularly described in section 2.2.4. of the declaration and shown on the plans attached hereto.
  - Except for the Units, Common Elements and Limited Common Elements within Planned Community Phase 1(A) shown hereon and labeled "Must Be Built", all other improvements of any kind shown hereon and within the boundaries of the Community are contemplated improvements only and which consist of Convertible Real Estate and Withdrawable Real Estate and are hereby labeled "Need Not Be Built". The location of all such contemplated improvements as shown hereon is approximate and is subject to change. 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.
  - Whether or not specifically shown hereon, the location and dimensions of any and all parcels of Additional Real Estate are more particularly bounded and described in Exhibit E of the Declaration. All parcels of Additional Real Estate are hereby labeled "Need Not Be Built".
  - Whether or not specifically designated hereon, portions of the Community shall constitute Common Facilities as described in Article IV of the Declaration. Controlled Facilities are described in Article V of the Declaration.
  - Except for those roadways labeled as 'public' on these Plats and Plans, all other proposed roadways, private streets, alleys, access drives, common driveways, and street signage in the Community are (i) expected to remain private, (ii) hereby designated Withdrawable Real Estate unless indicated otherwise on these Plats and Plans, as may be amended from time to time, and (iii) are considered part of the Common Facilities to be maintained by the Association unless or until dedicated to and accepted by the public.
  - 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 or a combination of Units and 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.
  - In addition to those easements depicted hereon, the Community is subject to certain easements more particularly set forth in Section 1.2 and Article VIII of the Declaration.
  - Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:
    - For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
    - For those Units that have a Limited Common Facility front and/or rear yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility front yard area or rear yard area of such Unit, as applicable, shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.
    - For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
    - For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.

The Gateway Engineers, Inc.  
**GATEWAY**  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

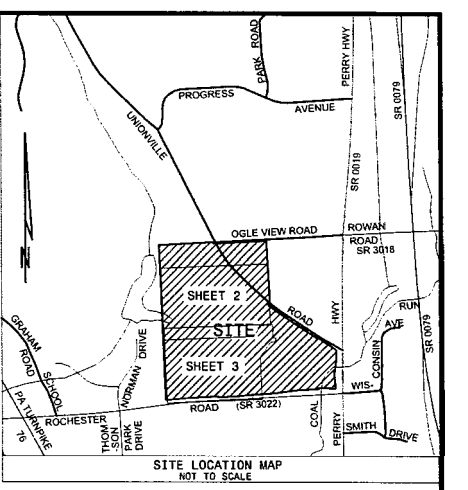
**DECLARATION PLATS AND PLANS PLANNED COMMUNITY  
 PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY  
 AMENDMENT 2**

SITUATE IN  
**CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA**  
 MADE FOR  
**ROCHESTER ROAD INVESTMENT CO.**

Date: OCTOBER 15, 2019  
 Job Number: C-18807-0041  
 Scale: 1" = 50'  
 SHEET: 1 OF 12



- Planned Community Notes:
- The name of this planned community is Meeder, A Planned Community (the "Community").
  - These Plats and Plans for the Community are part of the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019 and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument No. 201902010001910 (the "Declaration").
  - Details of Planned Community Phase 1(A), which is being created as permitted by the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et. seq. (as amended, the "Act") and is hereby distinguished from any subdivision and land development phases, are depicted hereon.
  - The location and dimensions for unit Nos. 200 through 216, inclusive, 224 through 231, inclusive, 262A through 262H, inclusive, and 263A through 263H, inclusive being all type D units, as defined in section 1.3.2. of the declaration, are more particularly described in section 2.2.4. of the declaration and shown on the plans attached hereto.
  - Except for the Units, Common Elements and Limited Common Elements within Planned Community Phase 1(A) shown hereon and labeled "Must Be Built", all other improvements of any kind shown hereon and within the boundaries of the Community are contemplated improvements only and which consist of Convertible Real Estate and Withdrawable Real Estate and are hereby labeled "Need Not Be Built". The location of all such contemplated improvements as shown hereon is approximate and is subject to change. 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.
  - Whether or not specifically shown hereon, the location and dimensions of any and all parcels of Additional Real Estate are more particularly bounded and described in Exhibit E of the Declaration. All parcels of Additional Real Estate are hereby labeled "Need Not Be Built".
  - Whether or not specifically designated hereon, portions of the Community shall constitute Common Facilities as described in Article IV of the Declaration. Controlled Facilities are described in Article V of the Declaration.
  - Except for those roadways labeled as 'public' on these Plats and Plans, all other proposed roadways, private streets, alleys, access drives, common driveways, and street signage in the Community are (i) expected to remain private, (ii) hereby designated Withdrawable Real Estate unless indicated otherwise on these Plats and Plans, as may be amended from time to time, and (iii) are considered part of the Common Facilities to be maintained by the Association unless or until dedicated to and accepted by the public.
  - 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 or a combination of Units and 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.
  - In addition to those easements depicted hereon, the Community is subject to certain easements more particularly set forth in Section 1.2 and Article VIII of the Declaration.
  - Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:
    - For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
    - For those Units that have a Limited Common Facility front and/or rear yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility front yard area or rear yard area of such Unit, as applicable, shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.
    - For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
    - For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.



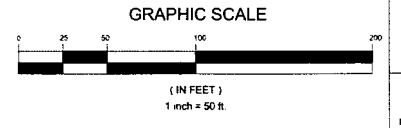
**LEGEND**

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	- UNIT BOUNDARY LINE
	- COMMUNITY BOUNDARY LINE
	- PLANNED COMMUNITY PHASE 1(A) (CONSISTING OF UNIT NOS. 60-75, 135-163, 179-181, 200-231, 256-260, 262A-262H, 263A-263H, AND 273-285, TOGETHER WITH THE LIMITED COMMON ELEMENTS APPURTENANT THERETO) - MUST BE BUILT ("M.B.B.")
	- CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
	- ADDITIONAL REAL ESTATE - N.N.B.B.
	- LIMITED COMMON FACILITY ("LCF") - M.B.B..
	- COMMON ELEMENTS - M.B.B.

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 Date: 10/15/2019 10:07:15 AM  
 Sheet: 7 of 12

DATUM REFERENCE  
 THE MERIDIAN SHOWN ON THIS PLAN IS BASED  
 ON INSTRUMENT NO. 201106020013342 AS  
 RECORDED IN THE OFFICE OF THE RECORDER  
 OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA

OWNER:  
 ROCHESTER ROAD INVESTMENT CO.  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE: 717-560-1400



- LOT 262 (LOFT: 8 UNITS)  
 UNIT 262A  
 UNIT 262B  
 UNIT 262C  
 UNIT 262D  
 UNIT 262E  
 UNIT 262F  
 UNIT 262G  
 UNIT 262H
- LOT 263 (LOFT: 8 UNITS)  
 UNIT 263A  
 UNIT 263B  
 UNIT 263C  
 UNIT 263D  
 UNIT 263E  
 UNIT 263F  
 UNIT 263G  
 UNIT 263H

**GATEWAY**

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 856-634-9284

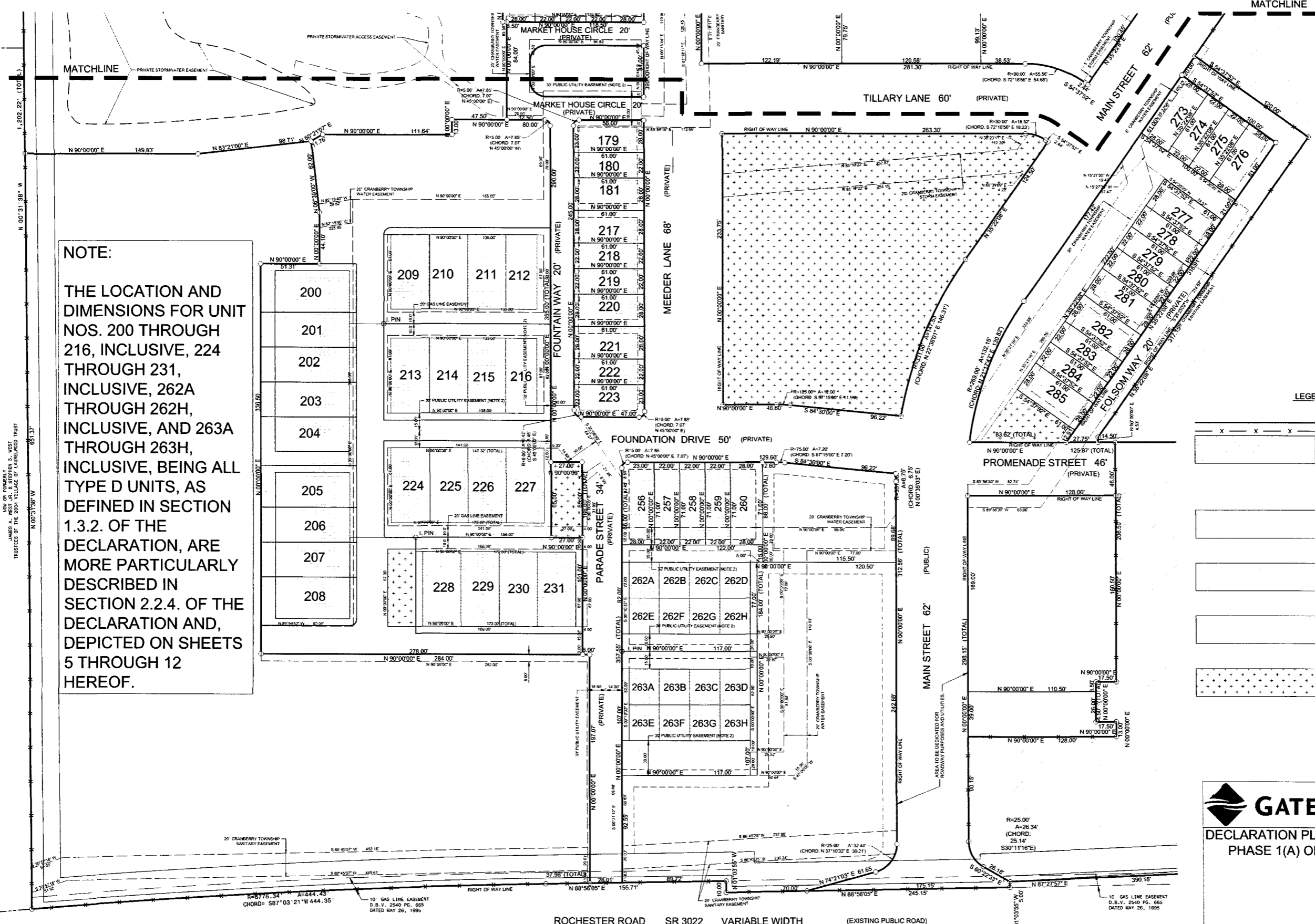
**DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY AMENDMENT 2**

SITUATE IN  
**CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA**

MADE FOR  
**ROCHESTER ROAD INVESTMENT CO.**

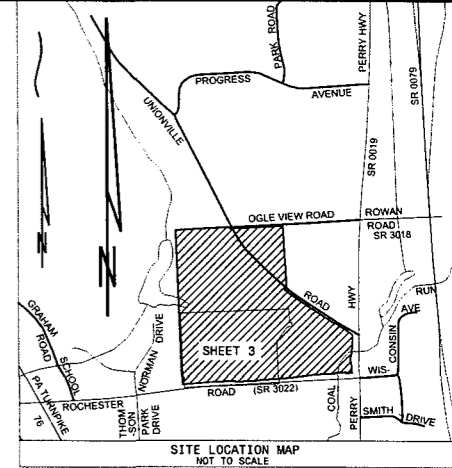
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 Job Number: C-18807-0041  
 Dwg No: SHEET 2 OF 12

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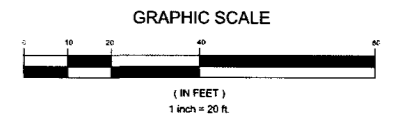


**NOTE:**

THE LOCATION AND DIMENSIONS FOR UNIT NOS. 200 THROUGH 216, INCLUSIVE, 224 THROUGH 231, INCLUSIVE, 262A THROUGH 262H, INCLUSIVE, AND 263A THROUGH 263H, INCLUSIVE, BEING ALL TYPE D UNITS, AS DEFINED IN SECTION 1.3.2. OF THE DECLARATION, ARE MORE PARTICULARLY DESCRIBED IN SECTION 2.2.4. OF THE DECLARATION AND, DEPICTED ON SHEETS 5 THROUGH 12 HEREOF.



- LEGEND**
- EASEMENT LINES
  - UNIT BOUNDARY LINE
  - COMMUNITY BOUNDARY LINE
  - PLANNED COMMUNITY PHASE 1(A) (CONSISTING OF UNIT NOS. 60-75, 35-163, 179-181, 200-231, 256-260, 262A-262H, 263A-263H, AND 273-285, TOGETHER WITH THE LIMITED COMMON ELEMENTS APPURTENANT THERETO) - MUST BE BUILT ("M.B.B.")
  - CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
  - ADDITIONAL REAL ESTATE - N.N.B.B.
  - LIMITED COMMON FACILITY ("LCF") - M.B.B.
  - COMMON ELEMENTS - M.B.B.



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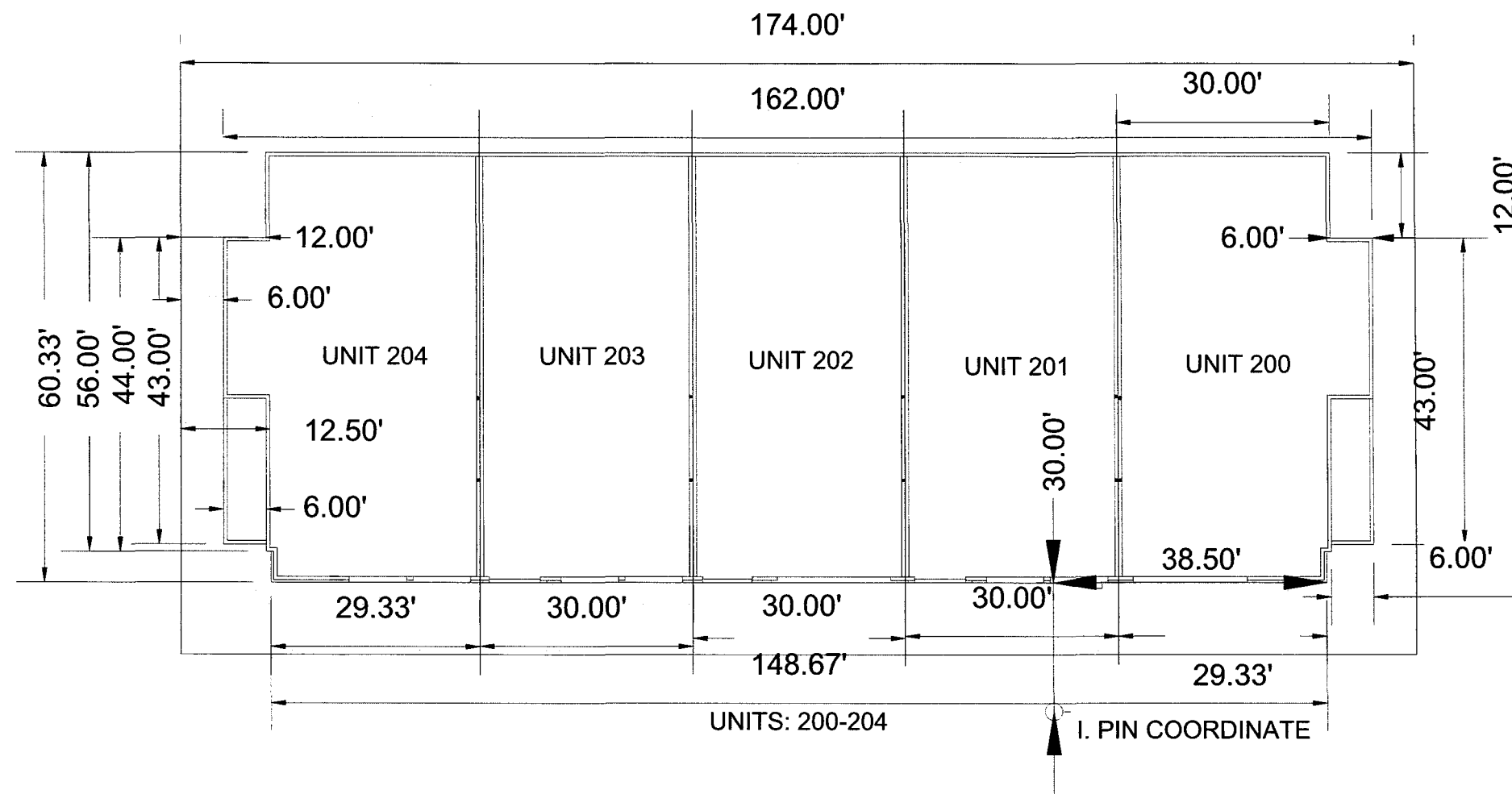
**DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY AMENDMENT 2**

SITUATE IN  
**CRANBERRY TOWNSHIP BUTLER COUNTY, PA**

MADE FOR  
**ROCHESTER ROAD INVESTMENT CO.**

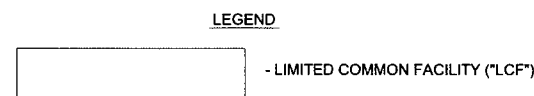
Date: OCTOBER 15, 2019  
 Job Number: C-18807-0041  
 Dwg No. \_\_\_\_\_

PM: DMH DB: AMU CB: DMH SCALE: 1" = 20' SHEET: 4 OF 12



Note  
Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 12 hereof:

- (a) For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
- (b) For those Units that have a Limited Common Facility front and/or rear yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility front yard area or rear yard area of such Unit, as applicable, shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.
- (c) For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
- (d) For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 12 hereof.



I. PIN COORDINATE  
NAD83 South  
N40° 41' 59.17905565"  
W80° 06' 37.84242677"

The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
gatewayengineers.com 855-634-9284

**DECLARATION PLATS AND PLANS PLANNED COMMUNITY  
PHASE 1(A) OF MEEDER, A PLANNED COMMUNITY  
AMENDMENT 2**

SITUATE IN  
**CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA**  
MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

Date: OCTOBER 15, 2019	Job Number: C-18807-0041	Dwg No.
PM: DMH	DE: AMJ	CB: DMH
SCALE: 1" = 5'		SHEET 9 OF 12

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Plot Date: 10/15/2019 7:37 AM  
Plotter: K. Richardson, EIT  
Sheet Date: 10/15/2019 9:30 AM



Instr: 202006160011388

Pgs: 2 F: \$20.50

Michele Mustello

Butler County Recorder PA

6/16/2020 3:38 PM  
T20200008104



**CERTIFICATE OF COMPLETION**  
**FOR**  
**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company, a Pennsylvania corporation**, the declarant ("Declarant") of Meeder, A Planned Community (the "Community") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 202 through 204, inclusive, 206, 207, 209 through 216, inclusive, 224 through 231, inclusive, 262A, 262B, 262C, 262D, 262E, 262F, 262G, 262H, 263A, 263B, 263C, 263D, 263E, 263F, 263G, and 263H** (collectively, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of said Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units are substantially completed in accordance with the descriptions set forth in both the Declaration, as necessary to comply with and pursuant to Section 5205(4) of the Act, and in the public offerings statement for the Community, as necessary to comply with and pursuant to Section 5402(a).

**[[Signature Page Follows]]**

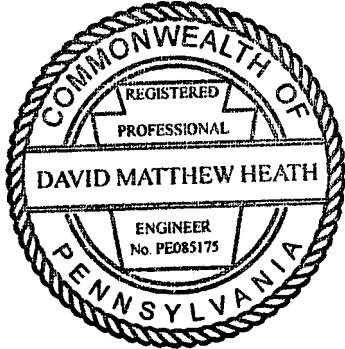


I hereby CERTIFY  
that this document is  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

IN WITNESS WHEREOF, this Certificate is executed this 27 day of May, 2020.

(Professional Seal)



[Signature]  
Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Allegheny :

On this, the 27 day of May, 2020, 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.

[Signature]  
Notary Public

After recording, return to:

Maria Kennison, Esquire  
McNeese Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 8, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries



Instr: 202102100004033

Pgs: 40 F: \$92.50

2/10/2021 2:40 PM

Michele Mustello

T20210002931

Butler County Recorder PA

**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 "Meeder,  
A Planned Community" in both  
the Grantor and Grantee indexes.

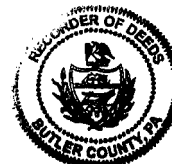
**THIRD AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Third Amendment ("Amendment") is made as of this 28<sup>th</sup> day of January, 2021, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period.

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Declarant converted a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to one hundred fourteen (114).

E. Pursuant to Section 8.1.4 of the Declaration, Declarant reserved the right to subject any portion of the Community not located within a Building to easements.

F. Declarant now desires to convert the portion of the Convertible Real Estate which is described in **Exhibit A** hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community to two hundred forty-five (245).

G. Declarant further desires to establish an easement over certain common sidewalks for the benefit of Non-Residential Units as hereinafter provided. The Association joins in this Amendment for the purpose of consenting to and confirming such easement.

H. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the Amended Declaration Plats and Plans for Planned Community Phase 2 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof.

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

4. The common sidewalks adjacent to a Non-Residential Unit are hereby made subject to an easement in favor of such Non-Residential Unit permitting the Unit Owner thereof (or tenant thereof, subject to the terms of the applicable lease) to place temporary furniture, products or displays on such common sidewalks, provided that: (a) pedestrians have not less than thirty-six (36) inches of unobstructed walk space over such sidewalks; (b) ramps and entry ways are not obstructed; and (c) such Unit Owner causes any debris caused by such use to be timely removed at the Unit Owner's sole cost and expense.

5. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and 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]**

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By: *Anthony Faranda-Diedrich*  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 28<sup>th</sup> day of January, 2021, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda-Diedrich, who acknowledged himself to be the Authorized Signatory of Rochester Road Investment Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

*Cynthia K. Lucci*  
Notary Public

(SEAL)

My commission expires: April 19, 2024

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

**CONSENT AND JOINDER**

On this 4<sup>th</sup> day of February, 2021, Hastings Neighborhood Association, Inc. with intent to be legally bound, hereby joins in this Amendment for the purpose of consenting to and confirming the easement established hereunder.

HASTINGS NEIGHBORHOOD ASSOCIATION, INC.,

By: *Diane Dostich*  
Name: Diane Dostich  
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 4<sup>th</sup> day of February, 2021, before me, a Notary Public, the undersigned officer, personally appeared Diane Dostich, who acknowledged herself to be the Vice President of Hastings Neighborhood Association, Inc., a Pennsylvania 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 corporation by herself as such officer.

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

*Deborah S. Witwer*  
Notary Public

(SEAL)

My commission expires: March 5, 2021

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Deborah S. Witwer, Notary Public  
Ephrata Boro, Lancaster County  
My Commission Expires March 5, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 2 (as distinguished from any subdivision and land development phase) on the Plats and Plans for Planned Community Phase 2, attached hereto as **Exhibit B**.

Planned Community Phase 2 consists of Unit Nos.1 through 59, inclusive, 165 through 178, inclusive, 182 through 199, inclusive, 232 through 255, inclusive, 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, and 134F, together with any Limited Common Elements appurtenant to such Units.

**EXHIBIT B**

**AMENDED DECLARATION PLATS AND PLANS  
Planned Community Phase 2**

The attached Certification (relating to Units 1 through 59, inclusive) and the attached Amended Declaration Plats and Plans (relating to Units 165 through 178, inclusive, 182 through 199, inclusive, 232 through 255, inclusive, 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, and 134F), together with the following plans shall collectively serve as the Amended Declaration Plats and Plans and are hereby incorporated herein and made an integral part of the Declaration by this reference hereto: (i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder's Office as Instrument No. 201901280001588; (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, and recorded in the Recorder's Office as Instrument No. 201902010001908; and (iii) that certain subdivision plan prepared for Rochester Road Investment Co., titled MEEDER PLAN PHASE 7, 10 & 11, and recorded in the Recorder's Office as Instrument No. 202010220023783.

## EXHIBIT C

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

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	0.408	1
61	Type A	0.408	1
62	Type A	0.408	1
63	Type A	0.408	1
64	Type A	0.408	1
65	Type A	0.408	1
66	Type A	0.408	1
67	Type A	0.408	1
68	Type A	0.408	1
69	Type A	0.408	1
70	Type A	0.408	1
71	Type A	0.408	1
72	Type A	0.408	1
73	Type A	0.408	1
74	Type A	0.408	1
75	Type A	0.408	1
135	Type A	0.408	1
136	Type A	0.408	1
137	Type A	0.408	1
138	Type A	0.408	1
139	Type A	0.408	1

140	Type B	0.408	1
141	Type B	0.408	1
142	Type B	0.408	1
143	Type B	0.408	1
144	Type B	0.408	1
145	Type B	0.408	1
146	Type B	0.408	1
147	Type B	0.408	1
148	Type B	0.408	1
149	Type B	0.408	1
150	Type B	0.408	1
151	Type B	0.408	1
152	Type B	0.408	1
153	Type B	0.408	1
154	Type B	0.408	1
155	Type B	0.408	1
156	Type B	0.408	1
157	Type B	0.408	1
158	Type B	0.408	1
159	Type B	0.408	1
160	Type B	0.408	1
161	Type B	0.408	1
162	Type B	0.408	1
163	Type B	0.408	1
179	Type B	0.408	1
180	Type B	0.408	1
181	Type B	0.408	1
200	Type D	0.408	1

201	Type D	0.408	1
202	Type D	0.408	1
203	Type D	0.408	1
204	Type D	0.408	1
205	Type D	0.408	1
206	Type D	0.408	1
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214	Type D	0.408	1
215	Type D	0.408	1
216	Type D	0.408	1
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218	Type B	0.408	1
219	Type B	0.408	1
220	Type B	0.408	1
221	Type B	0.408	1
222	Type B	0.408	1
223	Type B	0.408	1
224	Type D	0.408	1
225	Type D	0.408	1
226	Type D	0.408	1
227	Type D	0.408	1
228	Type D	0.408	1



229	Type D	0.408	1
230	Type D	0.408	1
231	Type D	0.408	1
256	Type B	0.408	1
257	Type B	0.408	1
258	Type B	0.408	1
259	Type B	0.408	1
260	Type B	0.408	1
262A	Type D	0.408	1
262B	Type D	0.408	1
262C	Type D	0.408	1
262D	Type D	0.408	1
262E	Type D	0.408	1
262F	Type D	0.408	1
262G	Type D	0.408	1
262H	Type D	0.408	1
263A	Type D	0.408	1
263B	Type D	0.408	1
263C	Type D	0.408	1
263D	Type D	0.408	1
263E	Type D	0.408	1
263F	Type D	0.408	1
263G	Type D	0.408	1
263H	Type D	0.408	1
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<b>Planned Community Phase 2</b>			
1	Type A	0.408	1
2	Type A	0.408	1
3	Type A	0.408	1
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14	Type A	0.408	1
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16	Type A	0.408	1
17	Type A	0.408	1
18	Type A	0.408	1

19	Type A	0.408	1
20	Type A	0.408	1
21	Type A	0.408	1
22	Type A	0.408	1
23	Type A	0.408	1
24	Type A	0.408	1
25	Type A	0.408	1
26	Type A	0.408	1
27	Type A	0.408	1
28	Type A	0.408	1
29	Type A	0.408	1
30	Type A	0.408	1
31	Type A	0.408	1
32	Type A	0.408	1
33	Type A	0.408	1
34	Type A	0.408	1
35	Type A	0.408	1
36	Type A	0.408	1
37	Type A	0.408	1
38	Type A	0.408	1
39	Type A	0.408	1
40	Type A	0.408	1
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57	Type A	0.408	1
58	Type A	0.408	1
59	Type A	0.408	1
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132A	Type E – Residential	0.408	1
132B	Type E – Residential	0.408	1
132C	Type E – Residential	0.408	1
132D	Type E – Residential	0.408	1
132E	Type E – Non-Residential	0.408	1
133A	Type E – Residential	0.408	1
133B	Type E – Residential	0.408	1
133C	Type E – Residential	0.408	1
133D	Type E – Residential	0.408	1
133E	Type E – Non-Residential	0.408	1
134A	Type E – Residential	0.408	1
134B	Type E – Residential	0.408	1
134C	Type E – Residential	0.408	1
134D	Type E – Residential	0.408	1
134E	Type E – Non-Residential	0.408	1

134F	Type E – Non-Residential	0.408	1
<b>TOTAL (245 Units)</b>			
		<b>99.96%</b>	<b>245</b>

**CERTIFICATION**

I, David, M. Heath, P.E., being a Registered Professional Engineer (Pennsylvania License No. 085175), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, 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 Planned Community Phase 2 of the Community that is required by Section 5210 of Act is contained in: (i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder's Office as Instrument No. 201901280001588 ("Meeder Plan"); (ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, and recorded in the Recorder's Office as Instrument No. 201902010001908; and (iii) that certain subdivision plan prepared for Rochester Road Investment Co., titled MEEDER PLAN PHASE 7, 10 & 11, and recorded in the Recorder's Office as Instrument No. 202010220023783 (collectively, the "Plan"). All information pertaining to Planned Community Phase 2 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 "Meeder, A Planned Community."

3. **Location; Dimensions.** The location and dimensions of the Community are identified on page one (1) of the Meeder Plan, as more particularly described on Exhibit "A" to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community recorded as Instrument No. 201902010001910 (the "Declaration").

4. **Need Not Be Built.** Except for the Units, Common Elements and Limited Common Elements located within Planned Community Phase 1(A) and 2 as described in the Declaration, all proposed improvements shown on the Plan and on all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate 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.

5. **Convertible Real Estate/Withdrawable Real Estate.** The Convertible Real Estate and/or Withdrawable Real Estate is the Community as described on Exhibit "A" to the Declaration **less and excepting therefrom** Planned Community Phases 1(A) and 2 as described in the Declaration.

6. **Additional Real Estate.** The Additional Real Estate is more particularly described on Exhibit "E" of the Declaration and is shown on the Amended Plats and Plats attached as part of **Exhibit B** to this Amendment.

7. **Units.** Planned Community Phase 2 is comprised of:



- a. Unit Nos. 1 through 59, inclusive, 165 through 178, inclusive, 182 through 199, inclusive, 232 through 255, inclusive, 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, and 134F.
- b. Any Limited Common Elements appurtenant thereto, as described in Article III of the Declaration.

8. Units 1 through 46, inclusive, and 56 through 59, inclusive, are Type A Units as described in Section 2.2.1 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plan. Each said 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. There are no horizontal (i.e., upper and lower) boundaries for said Units.


9. Units 47 through 55, inclusive, are Type B Units as described in Section 2.2.2 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plan. including, without limitation, any dwelling or other building or structure located within said boundaries, and to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal (i.e., upper and lower) boundaries for said Units.

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

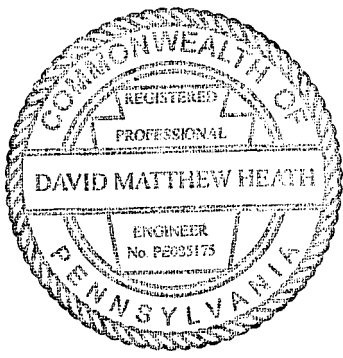
11. Subject to Declarant right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

**[Signature Page Follows]**

Dated: 2/5/2021

  
Name: \_\_\_\_\_

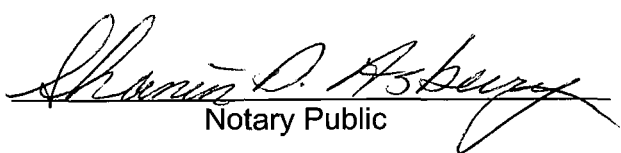
(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF Allegheny : SS:

On this, the 5<sup>th</sup> day of February, 2021, before me, the undersigned officer, personally appeared David 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.

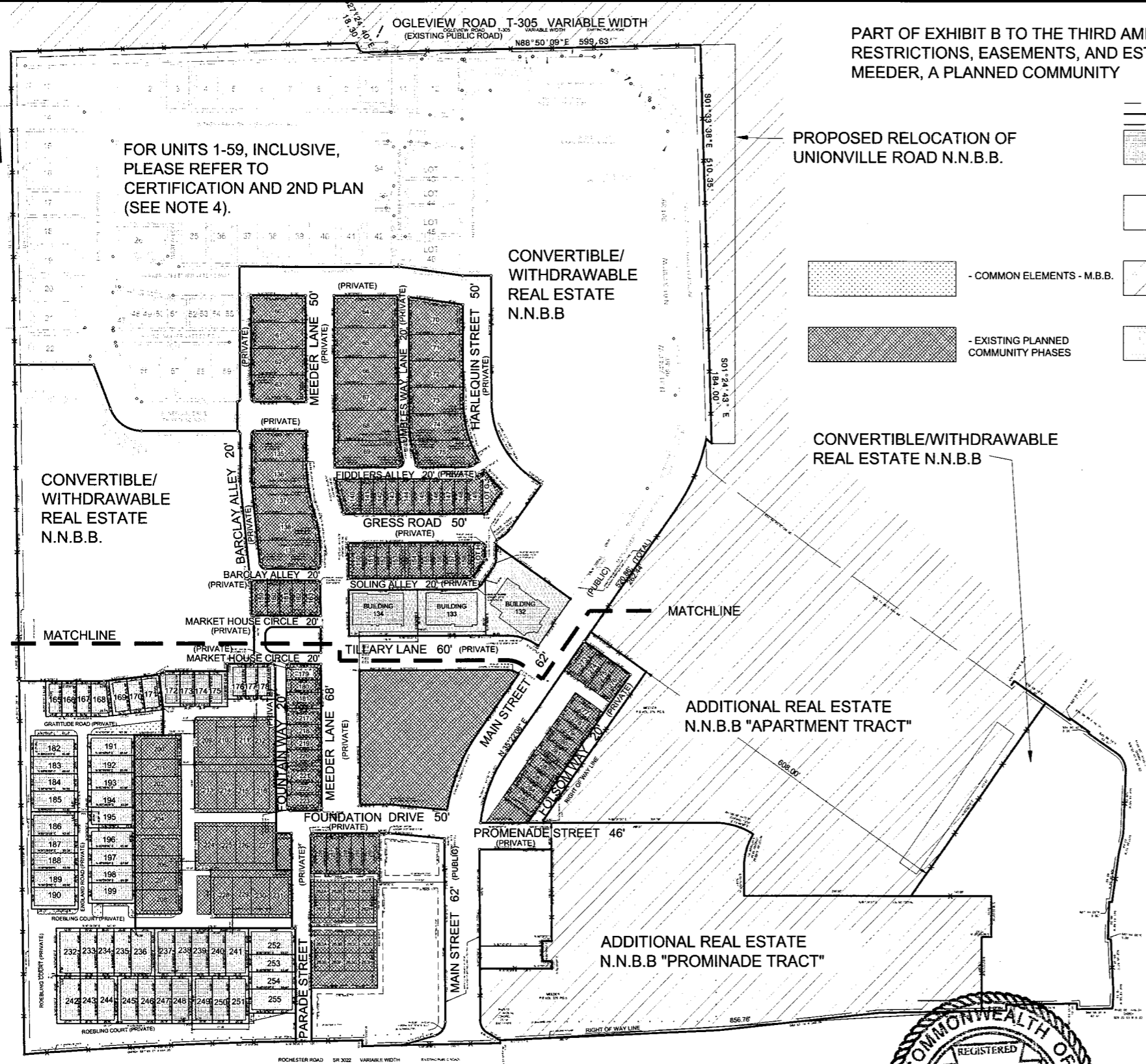
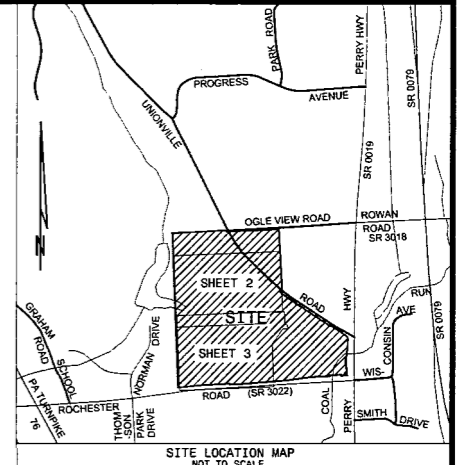
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

My Commission Expires: 11/8/2022

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 8, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries

PART OF EXHIBIT B TO THE THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR MEEDER, A PLANNED COMMUNITY



LEGEND

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 2, TOGETHER WITH ANY LIMITED COMMON ELEMENTS APPURTENANT THERETO - MUST BE BUILT ("M.B.B.")
- CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")
- COMMON ELEMENTS - M.B.B.
- EXISTING PLANNED COMMUNITY PHASES
- ADDITIONAL REAL ESTATE - N.N.B.B.
- LIMITED COMMON FACILITY ("LCF") FOR APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 2 - M.B.B.

PROPOSED RELOCATION OF UNIONVILLE ROAD N.N.B.B.

CONVERTIBLE/WITHDRAWABLE REAL ESTATE N.N.B.B.

CONVERTIBLE/WITHDRAWABLE REAL ESTATE N.N.B.B.

CONVERTIBLE/WITHDRAWABLE REAL ESTATE N.N.B.B.

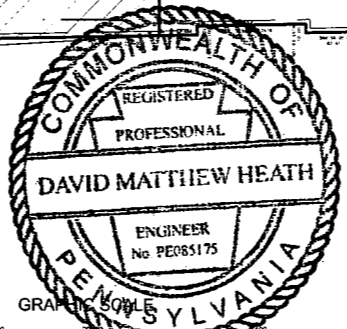
ADDITIONAL REAL ESTATE N.N.B.B "APARTMENT TRACT"

ADDITIONAL REAL ESTATE N.N.B.B "PROMINADE TRACT"

PLANNED COMMUNITY NOTES:

1. THE NAME OF THIS PLANNED COMMUNITY IS MEEDER, A PLANNED COMMUNITY (THE "COMMUNITY").
2. THESE PLATS AND PLANS FOR THE COMMUNITY ARE PART OF THE THIRD AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith ("THIRD AMENDMENT") TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR MEEDER, A PLANNED COMMUNITY DATED JANUARY 30, 2019 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ("RECORDER'S OFFICE") IN AND FOR BUTLER COUNTY, PENNSYLVANIA AS INSTRUMENT NO. 20190210001910 (THE "DECLARATION").
3. DETAILS OF A PORTION OF PLANNED COMMUNITY PHASE 2, WHICH IS BEING CREATED AS PERMITTED BY THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, 68 PA. C.S. §5101 ET. SEQ. (AS AMENDED, THE "ACT") AND IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASES, ARE DEPICTED HEREON.
4. PLANNED COMMUNITY PHASE 2 CONSISTS OF UNITS 1-59, INCLUSIVE, 165-178, INCLUSIVE, 182-199, INCLUSIVE, 232-255, INCLUSIVE, 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, AND 134F. FOR UNITS 1-59, INCLUSIVE, THE CERTIFICATION ATTACHED AS PART OF EXHIBIT B TO THE THIRD AMENDMENT, TOGETHER WITH THE PLAN RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NO. 202010220023783 ("CERTIFICATION AND PLAN") SHALL SERVE AS THE PLATS AND PLANS FOR SUCH UNITS. FOR UNITS 165-178, INCLUSIVE, 182-199, INCLUSIVE, 232-255, INCLUSIVE, 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, AND 134F ("APPLICABLE UNITS"), THESE AMENDED DECLARATION PLATS AND PLANS SHALL SERVE AS THE PLATS AND PLANS FOR SUCH UNITS.
5. THE LOCATION AND DIMENSIONS FOR UNITS 165-178, INCLUSIVE, BEING ALL TYPE B UNITS, AS DEFINED IN SECTION 1.3.2 OF THE DECLARATION, ARE MORE PARTICULARLY DESCRIBED IN SECTION 2.2.2 OF THE DECLARATION. THE LOCATION AND DIMENSIONS FOR UNITS 182-199, INCLUSIVE, AND 232-255, INCLUSIVE, BEING ALL TYPE D UNITS, AS DEFINED IN SECTION 1.3.2 OF THE DECLARATION, ARE MORE PARTICULARLY DESCRIBED IN SECTION 2.2.4 OF THE DECLARATION. THE LOCATION AND DIMENSIONS FOR UNITS 132A, 132B, 132C, 132D, 132E, 133A, 133B, 133C, 133D, 133E, 134A, 134B, 134C, 134D, 134E, AND 134F, BEING ALL TYPE E UNITS, AS DEFINED IN SECTION 1.3.2 OF THE DECLARATION, ARE MORE PARTICULARLY DESCRIBED IN SECTION 2.2.5 OF THE DECLARATION.
6. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN THE PORTION OF PLANNED COMMUNITY PHASE 2 SHOWN HEREON AND LABELED "MUST BE BUILT", ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON AND WITHIN THE BOUNDARIES OF THE COMMUNITY ARE CONTEMPLATED IMPROVEMENTS ONLY AND WHICH CONSIST OF CONVERTIBLE REAL ESTATE AND WITHDRAWABLE REAL ESTATE AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS AS SHOWN HEREON IS APPROXIMATE AND IS SUBJECT TO CHANGE. 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.
7. WHETHER OR NOT SPECIFICALLY SHOWN HEREON, THE LOCATION AND DIMENSIONS OF ANY AND ALL PARCELS OF ADDITIONAL REAL ESTATE ARE MORE PARTICULARLY BOUNDED AND DESCRIBED IN EXHIBIT E OF THE DECLARATION. ALL PARCELS OF ADDITIONAL REAL ESTATE ARE HEREBY LABELED "NEED NOT BE BUILT".
8. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION. CONTROLLED FACILITIES ARE DESCRIBED IN ARTICLE V OF THE DECLARATION.
9. EXCEPT FOR THOSE ROADWAYS LABELED AS "PUBLIC" ON THESE PLATS AND PLANS, ALL OTHER PROPOSED ROADWAYS, PRIVATE STREETS, ALLEYS, ACCESS DRIVES, COMMON DRIVEWAYS, AND STREET SIGNAGE IN THE COMMUNITY ARE (i) EXPECTED TO REMAIN PRIVATE, (ii) HEREBY DESIGNATED WITHDRAWABLE REAL ESTATE UNLESS INDICATED OTHERWISE ON THESE PLATS AND PLANS, AS MAY BE AMENDED FROM TIME TO TIME, AND (iii) ARE CONSIDERED PART OF THE COMMON FACILITIES TO BE MAINTAINED BY THE ASSOCIATION UNLESS OR UNTIL DEDICATED TO AND ACCEPTED BY THE PUBLIC.
10. 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 OR A COMBINATION OF UNITS AND 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.
11. IN ADDITION TO THOSE EASEMENTS DEPICTED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE PARTICULARLY SET FORTH IN SECTION 1.2 AND ARTICLE VII OF THE DECLARATION.
12. NOTWITHSTANDING THE LOCATION AND DIMENSIONS OF THE LIMITED COMMON FACILITY AREAS DEPICTED ON SHEETS 5 THROUGH 14 HEREOF:
  - (a) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY FRONT AND/OR REAR YARD AREA THAT ABUTS A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY FRONT AREA OF SUCH UNIT SHALL EXTEND FROM THE FRONT PERIMETER WALL (AS DEFINED IN THE DECLARATION) OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY (AS APPLICABLE) AND THE LIMITED COMMON FACILITY REAR YARD OF SUCH UNIT SHALL EXTEND FROM THE REAR PERIMETER WALL OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY (AS APPLICABLE);
  - (b) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY FRONT AND/OR REAR YARD AREA THAT DOES NOT ABUT A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY FRONT YARD AREA OR REAR YARD AREA OF SUCH UNIT, AS APPLICABLE, SHALL BE THE DISTANCE AS DEPICTED ON THE PLAN APPLICABLE TO SUCH UNIT, AS SHOWN ON SHEETS 5 THROUGH 14 HEREOF;
  - (c) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY SIDE YARD AREA THAT ABUTS A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE SIDE PERIMETER WALL OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY; AND
  - (d) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY SIDE YARD AREA THAT DOES NOT ABUT A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE SIDE PERIMETER WALL OF SUCH UNIT SHALL BE THE DISTANCE AS DEPICTED ON THE PLAN APPLICABLE TO SUCH UNIT, AS SHOWN ON SHEETS 5 THROUGH 14 HEREOF.

Commonwealth of Pennsylvania - Notary Seal  
 Shanin D. Asbury, Notary Public  
 Allegheny County  
 My commission expires November 8, 2022  
 Commission number 1341965  
 Member, Pennsylvania Association of Notaries



CERTIFICATION  
 David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of Rochester Road Investment Company, a Pennsylvania corporation, the Declarant of Meeder, a Planned Community, hereby certifies that the Plans and Plans consisting of these sheets to which this certification is affixed contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §5210, as amended (the "Act").  
 Date: 2/9/21  
 (SEAL)

The Gateway Engineers, Inc.  
**GATEWAY**  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

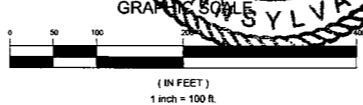
AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

ROCHESTER ROAD INVESTMENT CO.

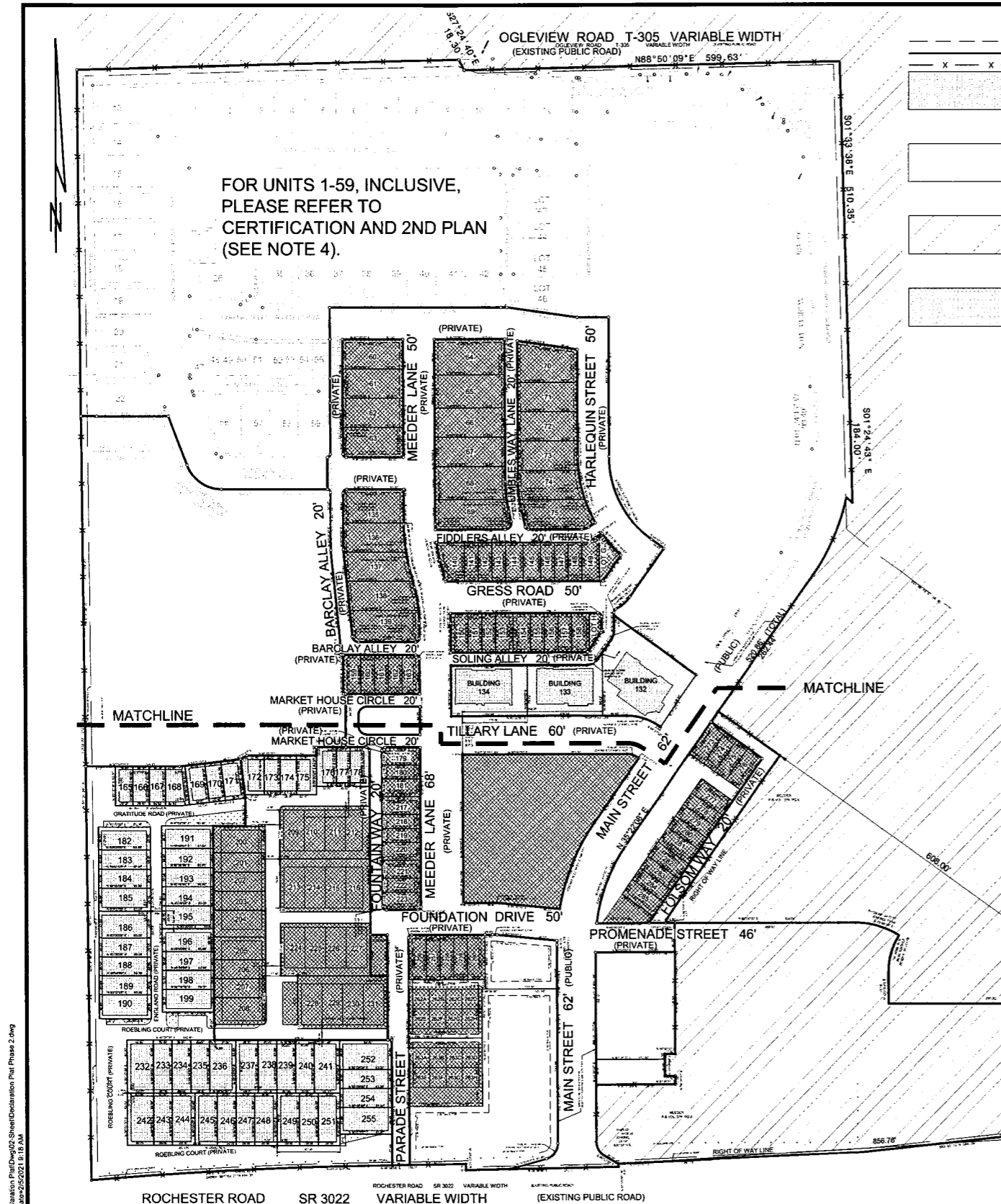
COMMONWEALTH OF PENNSYLVANIA:  
 COUNTY OF 9th SS  
 On this, the 9th day of Feb, 2021, before me, the undersigned officer, personally appeared David M. Heath, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.  
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
 Shanin D. Asbury  
 My Commission Expires: 11-8-2022

OWNER:  
 ROCHESTER ROAD INVESTMENT CO.  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE: 717-560-1400



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202102100004033 Page 21 of 40



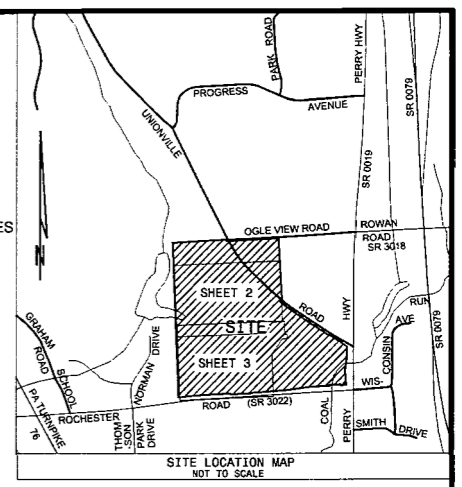
FOR UNITS 1-59, INCLUSIVE,  
PLEASE REFER TO  
CERTIFICATION AND 2ND PLAN  
(SEE NOTE 4).

**LEGEND**

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- UNIT BOUNDARY LINE
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- COMMON ELEMENTS - M.B.B.
- EXISTING PLANNED COMMUNITY PHASES

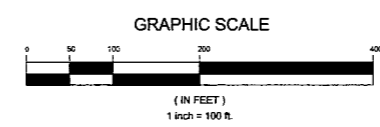
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11. IN ADDITION TO THOSE EASEMENTS DEPICTED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE PARTICULARLY SET FORTH IN SECTION 1.2 AND ARTICLE VII OF THE DECLARATION.
12. NOTWITHSTANDING THE LOCATION AND DIMENSIONS OF THE LIMITED COMMON FACILITY AREAS DEPICTED ON SHEETS 5 THROUGH 14 HEREOF:
  - (a) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY FRONT AND/OR REAR YARD AREA THAT ABUTS A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY FRONT AREA OF SUCH UNIT SHALL EXTEND FROM THE FRONT PERIMETER WALL (AS DEFINED IN THE DECLARATION) OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY (AS APPLICABLE) AND THE LIMITED COMMON FACILITY REAR YARD OF SUCH UNIT SHALL EXTEND FROM THE REAR PERIMETER WALL OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY (AS APPLICABLE);
  - (b) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY FRONT AND/OR REAR YARD AREA THAT DOES NOT ABUT A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY FRONT YARD AREA OR REAR YARD AREA OF SUCH UNIT, AS APPLICABLE, SHALL BE THE DISTANCE AS DEPICTED ON THE PLAN APPLICABLE TO SUCH UNIT, AS SHOWN ON SHEETS 5 THROUGH 14 HEREOF;
  - (c) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY SIDE YARD AREA THAT ABUTS A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE SIDE PERIMETER WALL OF SUCH UNIT TO THE RIGHT OF WAY LINE OF THE ABUTTING ROADWAY OR ALLEY; AND
  - (d) FOR THOSE UNITS THAT HAVE A LIMITED COMMON FACILITY SIDE YARD AREA THAT DOES NOT ABUT A ROADWAY OR ALLEY, THE WIDTH OF THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE SIDE PERIMETER WALL OF SUCH UNIT SHALL BE THE DISTANCE AS DEPICTED ON THE PLAN APPLICABLE TO SUCH UNIT, AS SHOWN ON SHEETS 5 THROUGH 14 HEREOF.



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 User: Andrew M. Ungarino, S.E.T.

**DATUM REFERENCE**  
 THE MERIDIAN SHOWN ON THIS PLAN IS BASED  
 ON INSTRUMENT NO. 201106020013342, AS  
 RECORDED IN THE OFFICE OF THE RECORDER  
 OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA



**OWNER**  
 ROCHESTER ROAD INVESTMENT CO.  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE: 717-565-1400

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

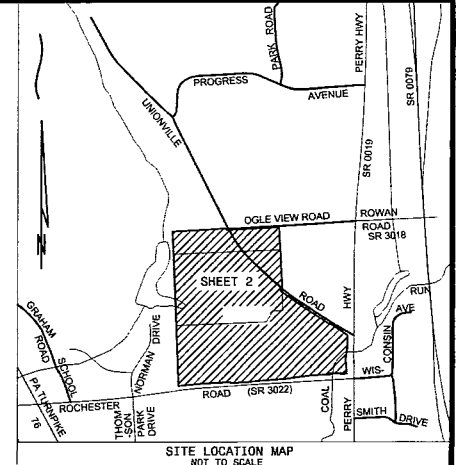
**AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN  
**CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA**  
 MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

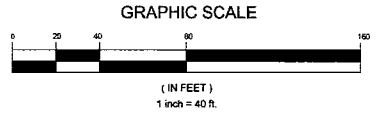
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PLEASE REFER TO  
CERTIFICATION AND 2ND PLAN  
(SEE NOTE 4).

PARCEL "F" MEEDER  
MEEDER PLAN PHASE ONE  
P.B. VOL 376, PGS 10-12



LEGEND

- EASEMENT LINES
- UNIT BOUNDARY LINE
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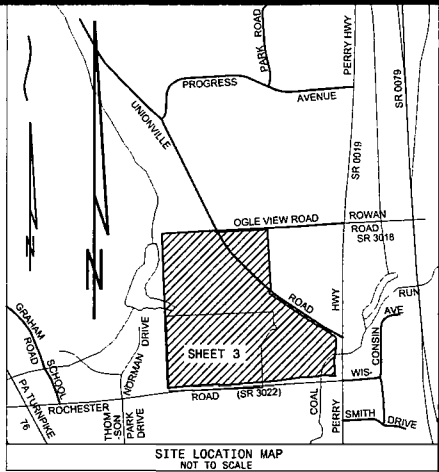
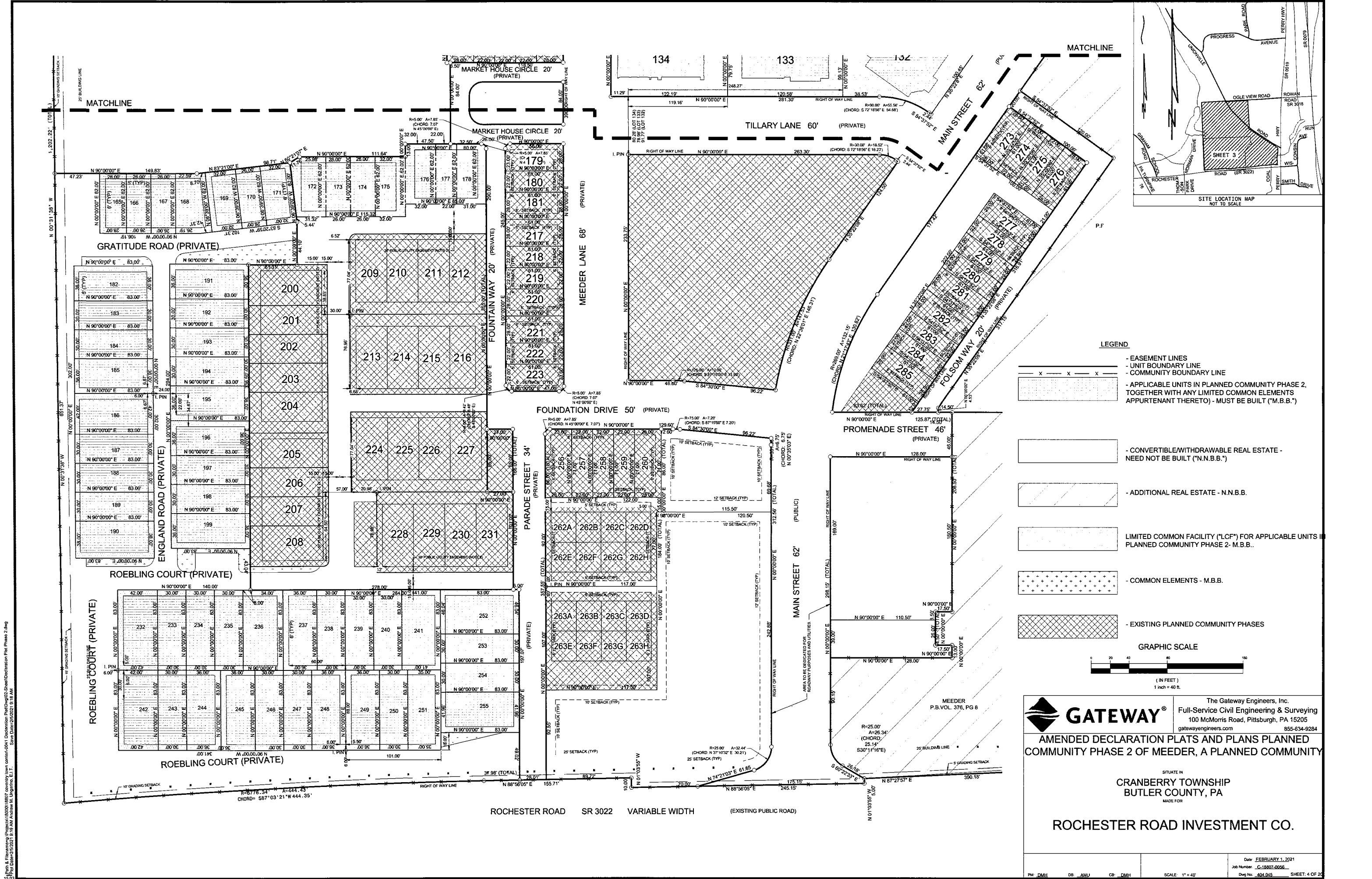
AMENDED DECLARATION PLATS AND PLANS PLANNED  
COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA  
MADE FOR

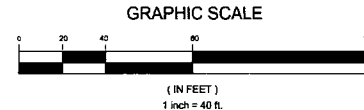
ROCHESTER ROAD INVESTMENT CO.

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- LEGEND**
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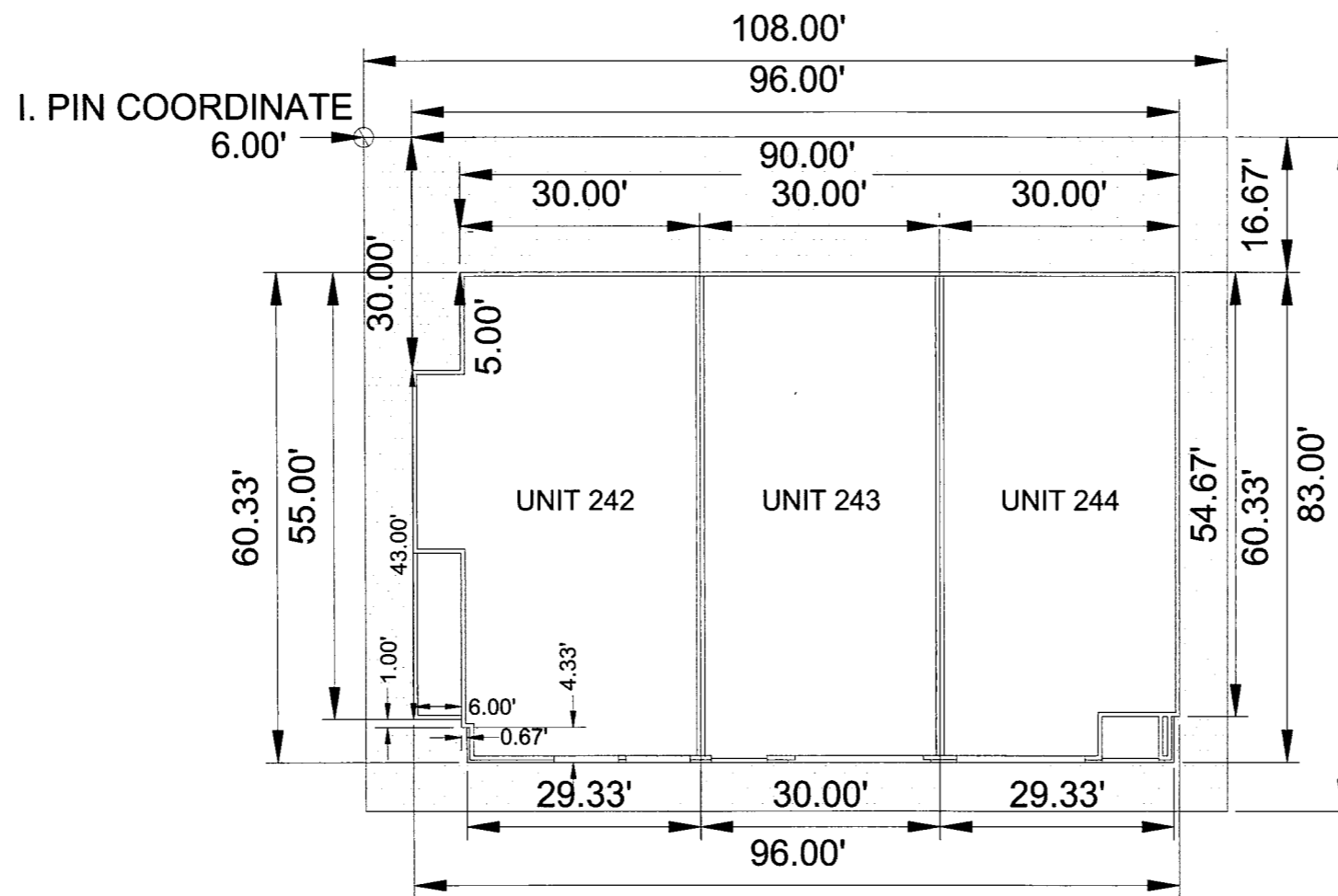
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 gatewayengineers.com 855-634-9284

**AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

Prepared & Plotted by: [Name] Date: [Date] Scale: 1" = 40'




**Note**


Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 14 hereof:

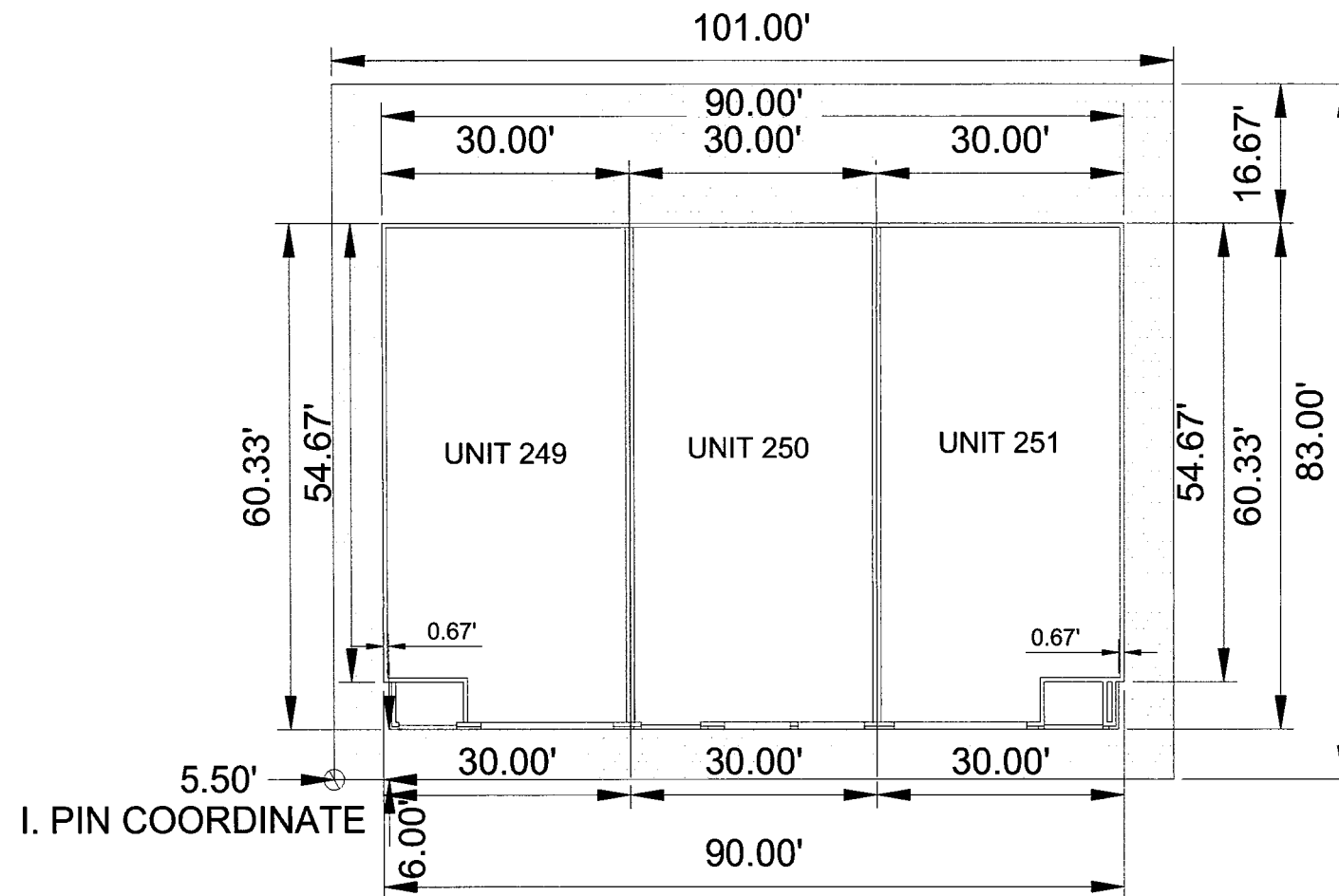
- (a) For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
- (b) For those Units that have a Limited Common Facility front and/or rear yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility front yard area or rear yard area of such Unit, as applicable, shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 14 hereof.
- (c) For those Units that have a Limited Common Facility side yard area that abuts a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance measured from the side Perimeter Wall of the applicable Unit to the right of way line of the abutting Roadway or Alley; and
- (d) For those Units that have a Limited Common Facility side yard area that does not abut a Roadway or Alley, the width of the Limited Common Facility side yard area of such Unit shall be the distance as depicted on the plan applicable for such Unit, as shown on sheets 5 through 14 hereof.

I. PIN COORDINATE  
 NAD83 South  
 N40° 41' 57.28914188"  
 W80° 06' 41.33477703"

**LEGEND**

 - LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
<small>PM DMH DB AMU CB DMH</small>	<small>Date: FEBRUARY 1, 2021          Job Number: C-1807-0056          Dwg No: 404.045 SHEET: 5 OF 20</small>



I. PIN COORDINATE  
5.50'

LEGEND

- LIMITED COMMON FACILITY ("LCF")

Note

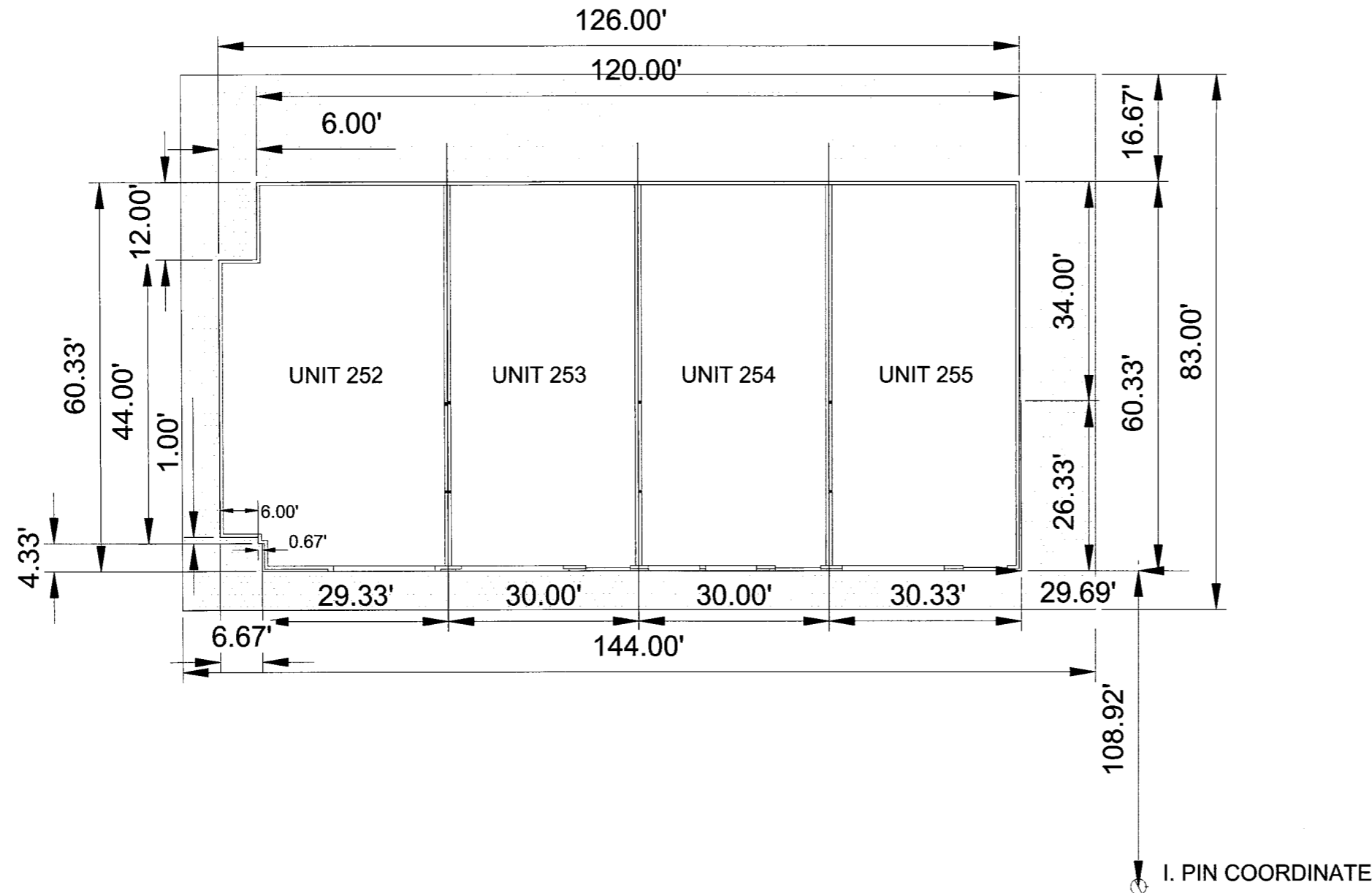
Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 14 hereof:

- (a) For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
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I. PIN COORDINATE  
NAD83 South  
N40° 41' 56.53267146"  
W80° 06' 38.19105692"

<b>GATEWAY</b> <sup>®</sup>	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
<b>AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>	
SITUATE IN <b>CRANBERRY TOWNSHIP BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
PK: DMH    DR: AMU    CB: DMH    SCALE: 1" = 10'	Date: FEBRUARY 1, 2021 Job Number: C-18807-0056 Dwg No: 404.045    SHEET: 6 OF 20





Note  
 Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 14 hereof:

- (a) For those Units that have a Limited Common Facility front and/or rear yard area that abuts a Roadway or Alley, the Limited Common Facility front area of such Unit shall extend from the front Perimeter Wall (as defined in the Declaration) of such Unit to the right of way line of the abutting Roadway or Alley (as applicable) and the Limited Common Facility rear area of such Unit shall extend from the rear Perimeter Wall of such Unit to the right of way line of the abutting Roadway or Alley (as applicable);
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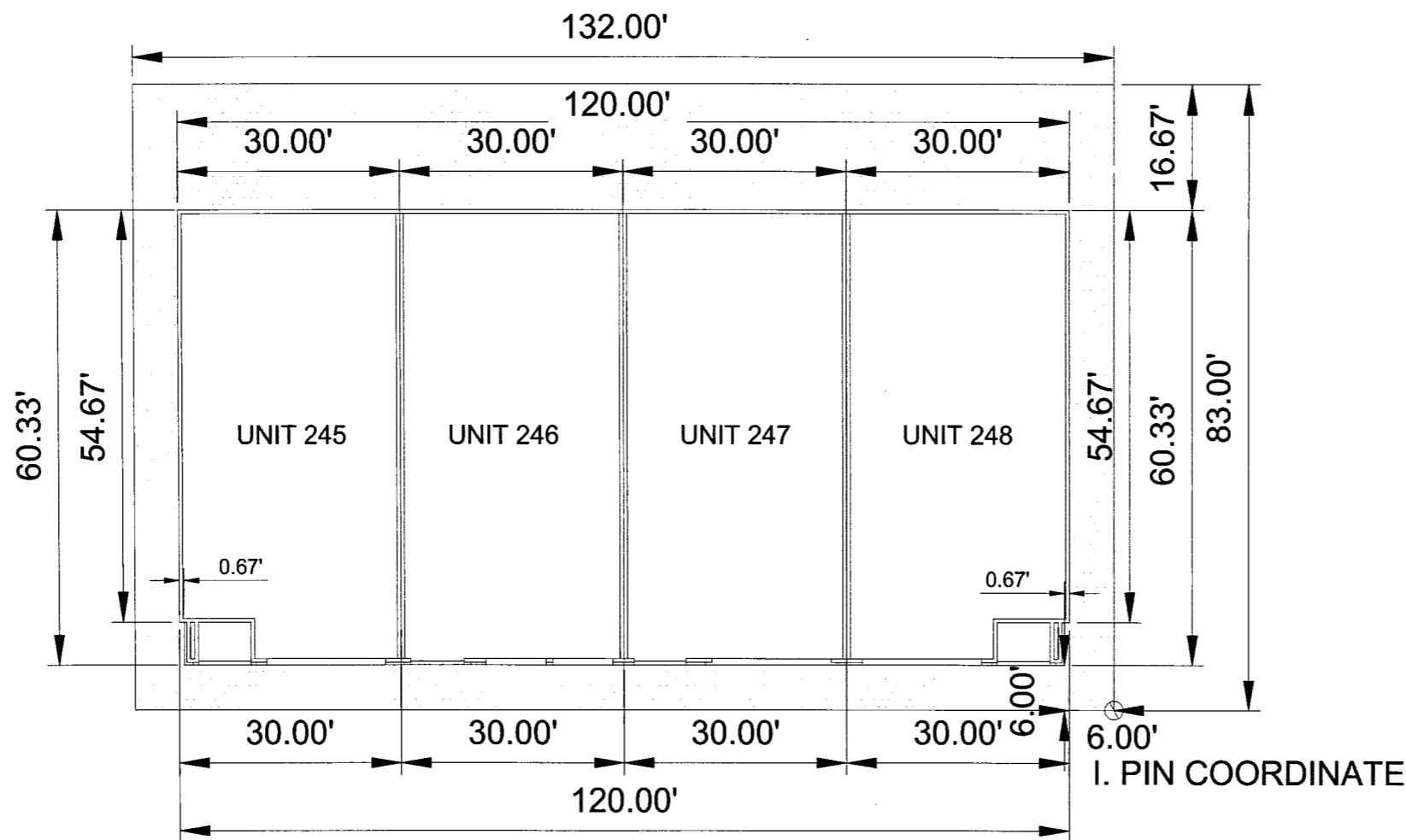
I. PIN COORDINATE  
 NAD83 South  
 N40° 41' 56.53267146"  
 W80° 06' 38.19105692"

I. PIN COORDINATE

LEGEND  
 [ ] - LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY
SITUATE IN <b>CRANBERRY TOWNSHIP</b> <b>BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0056 Dwg No. 404.045 SHEET: 7 OF 20	PM: DMH DB: AMU CB: DMH SCALE: 1" = 10' <small>© Gateway Engineers Inc. All Rights Reserved.</small>

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 15:00 2/1/2021 11:39 AM jg



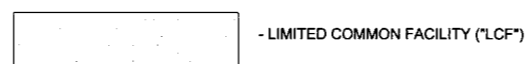
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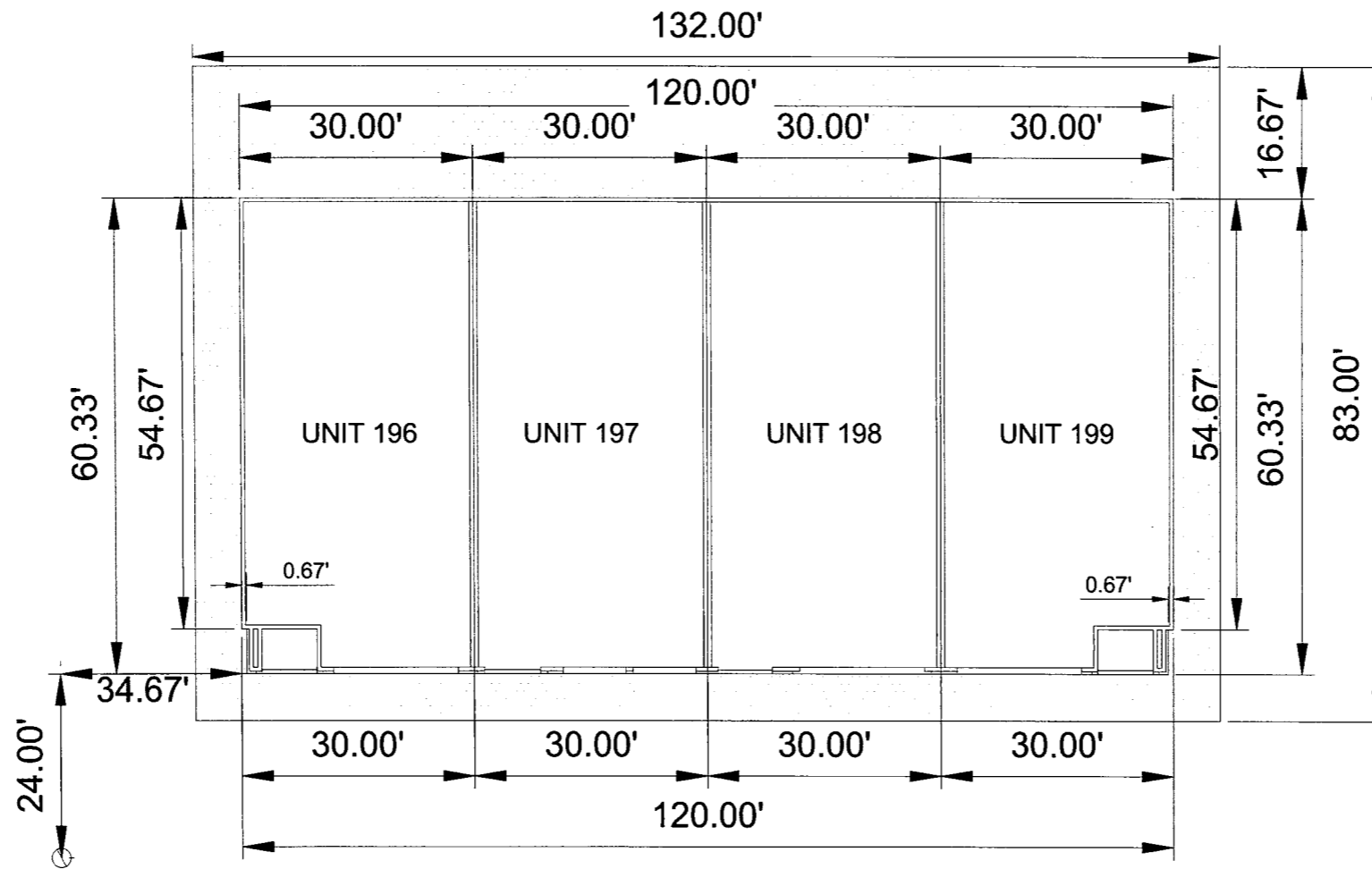
I. PIN COORDINATE  
 NAD83 South  
 N40° 41' 56.53267146"  
 W80° 06' 38.19105692"

**LEGEND**



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0058 Draw No: 404,045	SCALE: 1" = 10' SHEET: 8 OF 20

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 Plot Date: 2/2/2021 8:26 AM Andrew K. Ungaro, E.I.T.  
 Save Date: 2/2/2021 8:18 AM



I. PIN COORDINATE

LEGEND

- LIMITED COMMON FACILITY ("LCF")

Note

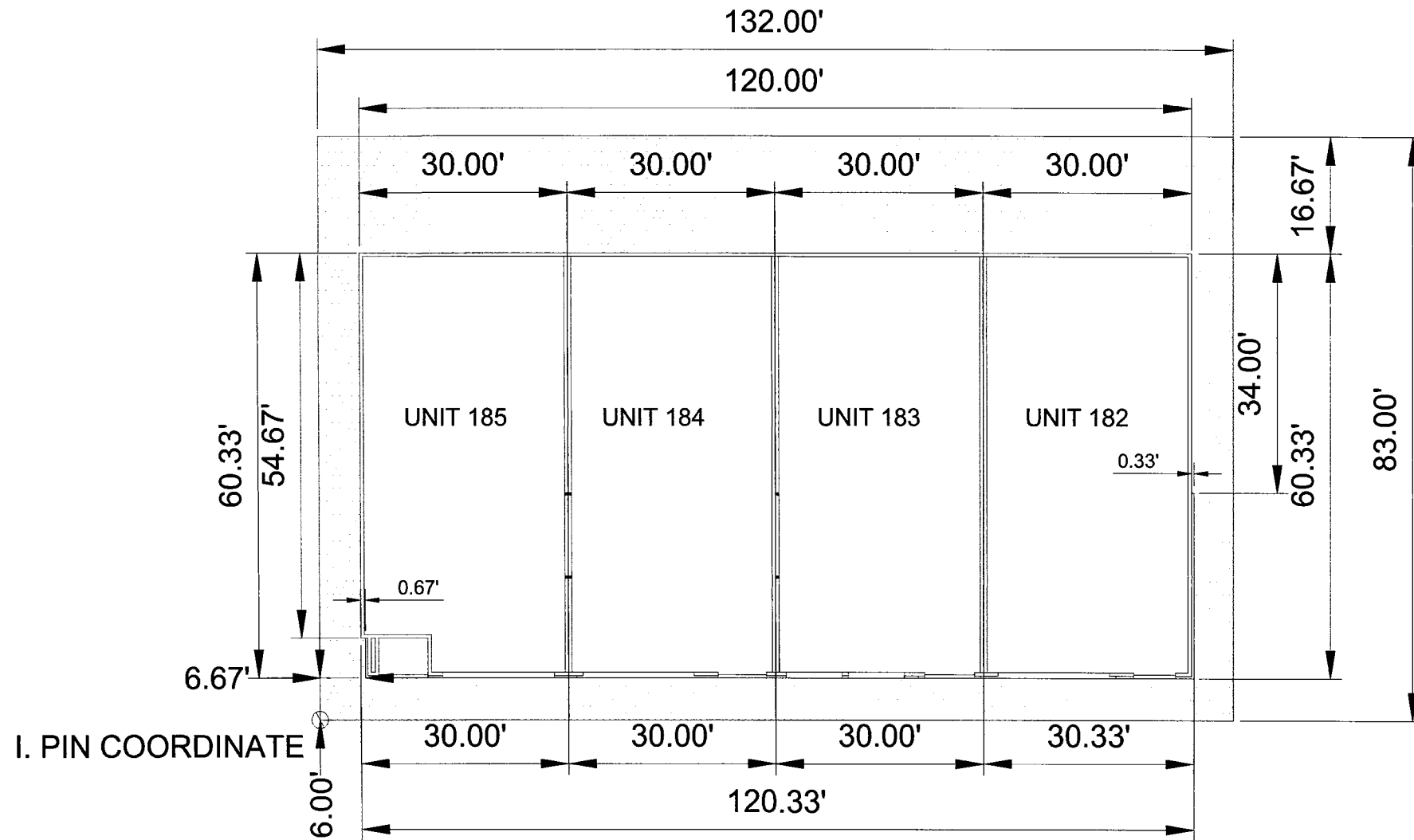
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I. PIN COORDINATE  
 NAD83 South  
 N40° 42' 00.12495467"  
 W80° 06' 40.92789573"

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com      855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-1807-0068 Draw No: 404_043	SHEET: 9 OF 20 <small>© Gateway Engineers, Inc. All Rights Reserved.</small>

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Plot Date: 2/16/2021 8:20 AM Andrew M. Ungano, EIT.  
Save Date: 2/16/2021 8:18 AM



**Note**

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I. PIN COORDINATE

I. PIN COORDINATE  
NAD83 South  
N40° 42' 00.12495467"  
W80° 06' 40.92789573"

**LEGEND**

[Stippled Box] - LIMITED COMMON FACILITY ("LCF")



**GATEWAY®**

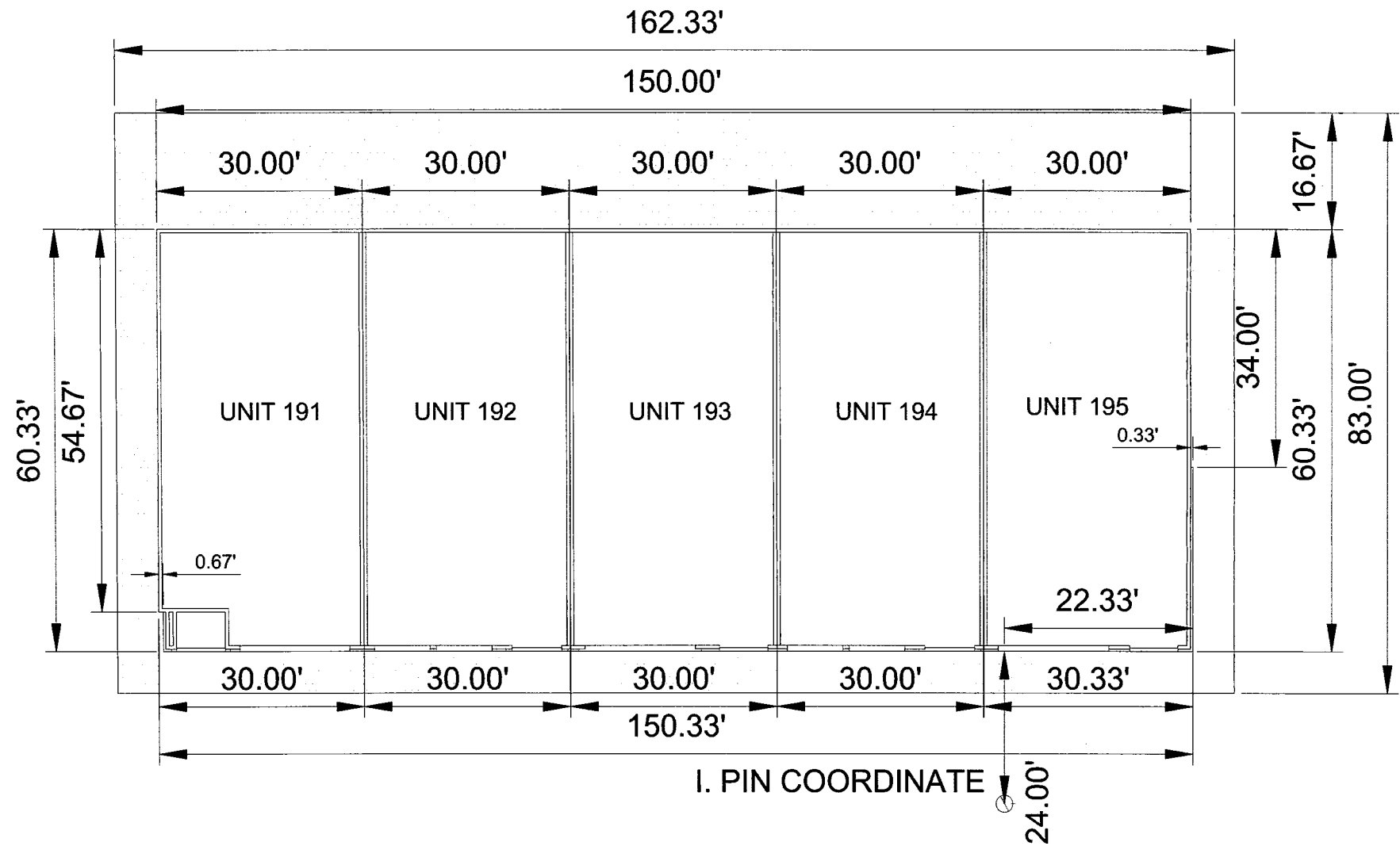
The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
gatewayengineers.com 855-634-9284

**AMENDED DECLARATION PLATS AND PLANS PLANNED  
COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN  
**CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA**  
MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**

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 Save Date: 2/25/2021 9:18 AM  
 User: Andrew M. Ungano, E.I.T.



**LEGEND**  
 - LIMITED COMMON FACILITY ("LCF")

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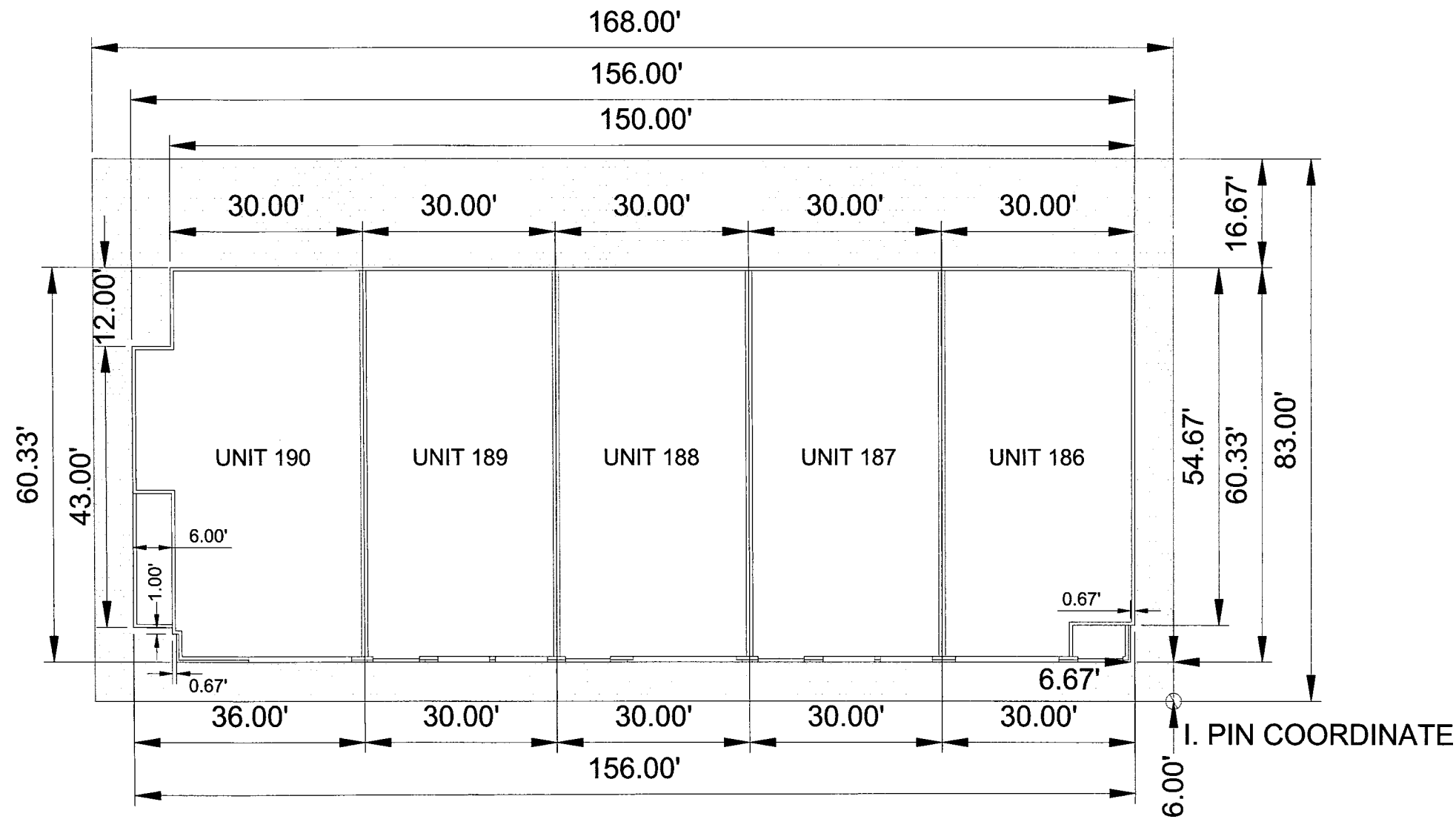
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I. PIN COORDINATE  
 NAD83 South  
 N40° 42' 00.12495467"  
 W80° 06' 40.92789573"

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0006 Dwg No: 404_045 SHEET: 11 OF 20	SCALE: 1" = 10' PM: DMH DB: AMU CB: DMH



**Note**

Notwithstanding the location and dimensions of the Limited Common Facility areas depicted on sheets 5 through 14 hereof:

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 NAD83 South  
 N40° 42' 00.12495467"  
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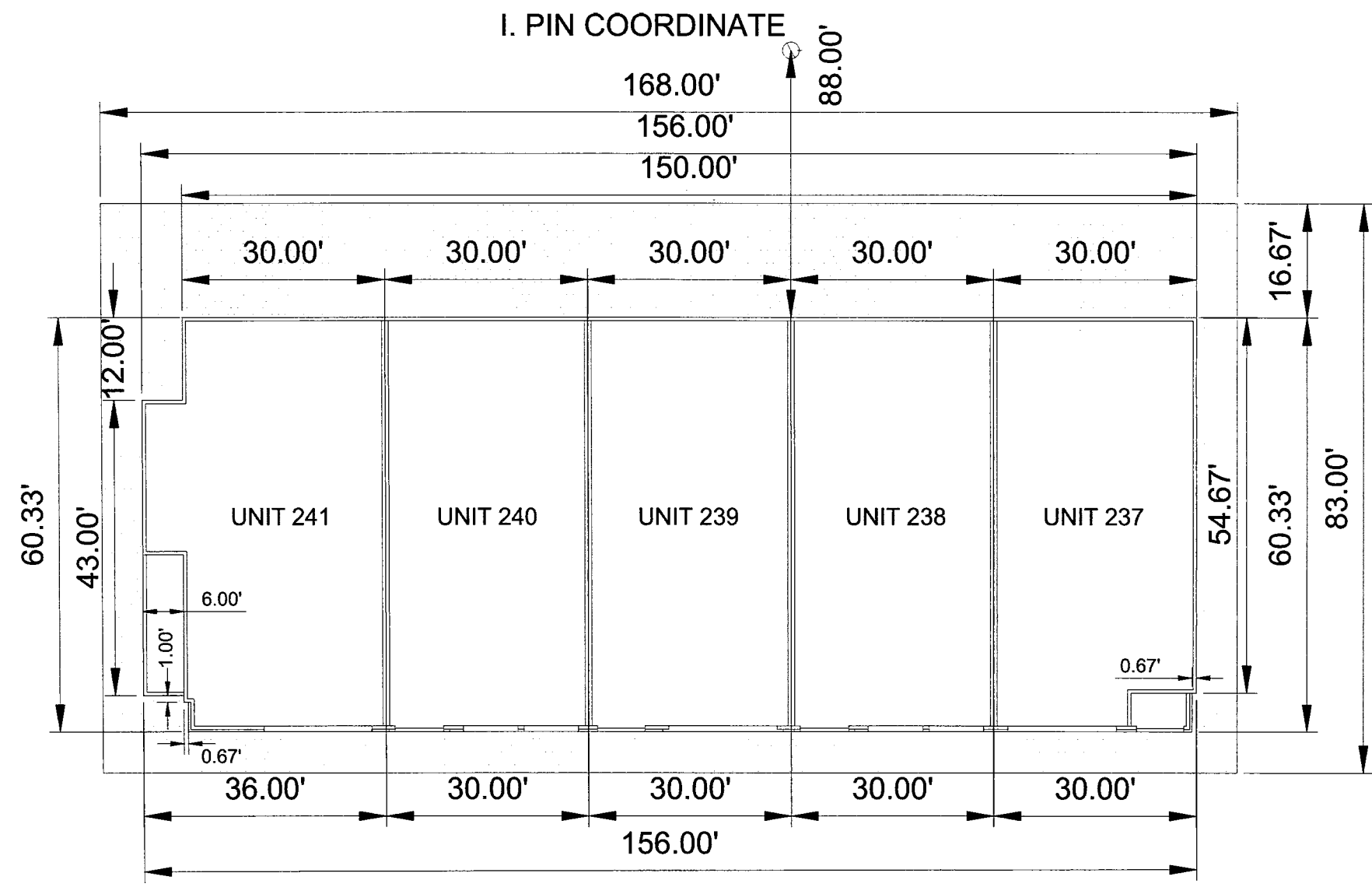
**LEGEND**

- LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: GC18807-0066 Draw No: 404.053 SHEET: 12 OF 20	PM: DMH DB: AMU CR: DMH SCALE: 1" = 10' © Gateway Engineers Inc. All Rights Reserved.

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 Plot Date: 2/1/2021 8:50 AM Andrew M. Ungaro, EIT Save Date: 2/1/2021 8:18 AM

15: Path & File Naming: Project: 100004033; Drawing: 100004033-01-1; Description: Plat/Declar/Phase 2; Sheet: Declaration Plat Phase 2.dwg  
 16: Plot Date: 2/2/2021 8:20 AM; Author: J. Ungano, E.I.T.; Save Date: 2/2/21 11:18 AM



- Note
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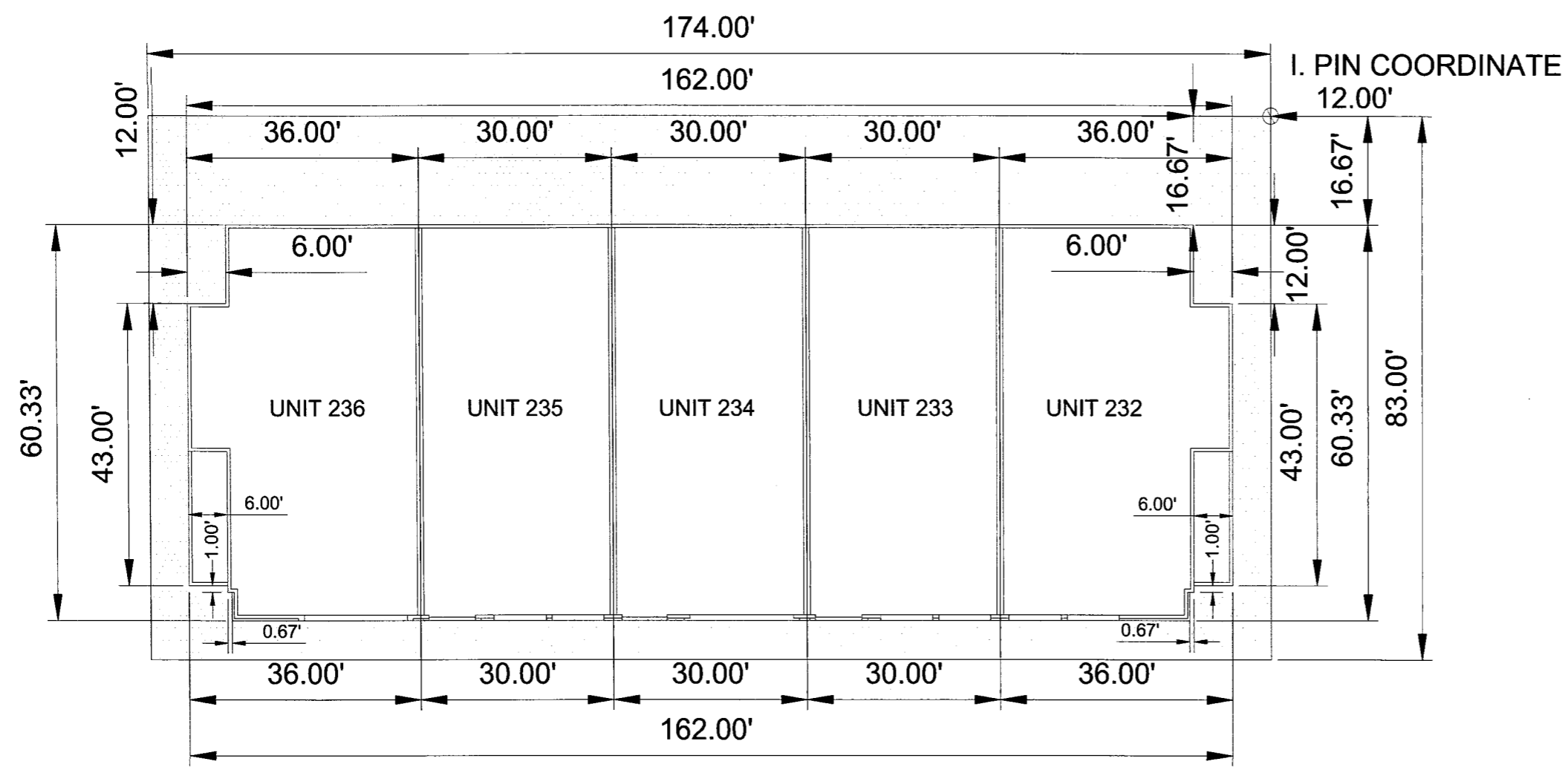
**I. PIN COORDINATE**  
 NAD83 South  
 N40° 41' 56.53267146"  
 W80° 06' 38.19105692"

**LEGEND**

- LIMITED COMMON FACILITY ("LCF")

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	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0056 Draw No: 404.045    SHEET: 13 OF 20	PM: DMH    DE: AMU    CP: DMH    SCALE: 1" = 10' <small>© Gateway Engineers Inc. All Rights Reserved.</small>

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 Plot Date: 2/2/2021 8:27 AM  
 User: M. Ungarino, E.I.T.  
 Save Date: 2/2/2021 8:18 AM



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**LEGEND**  
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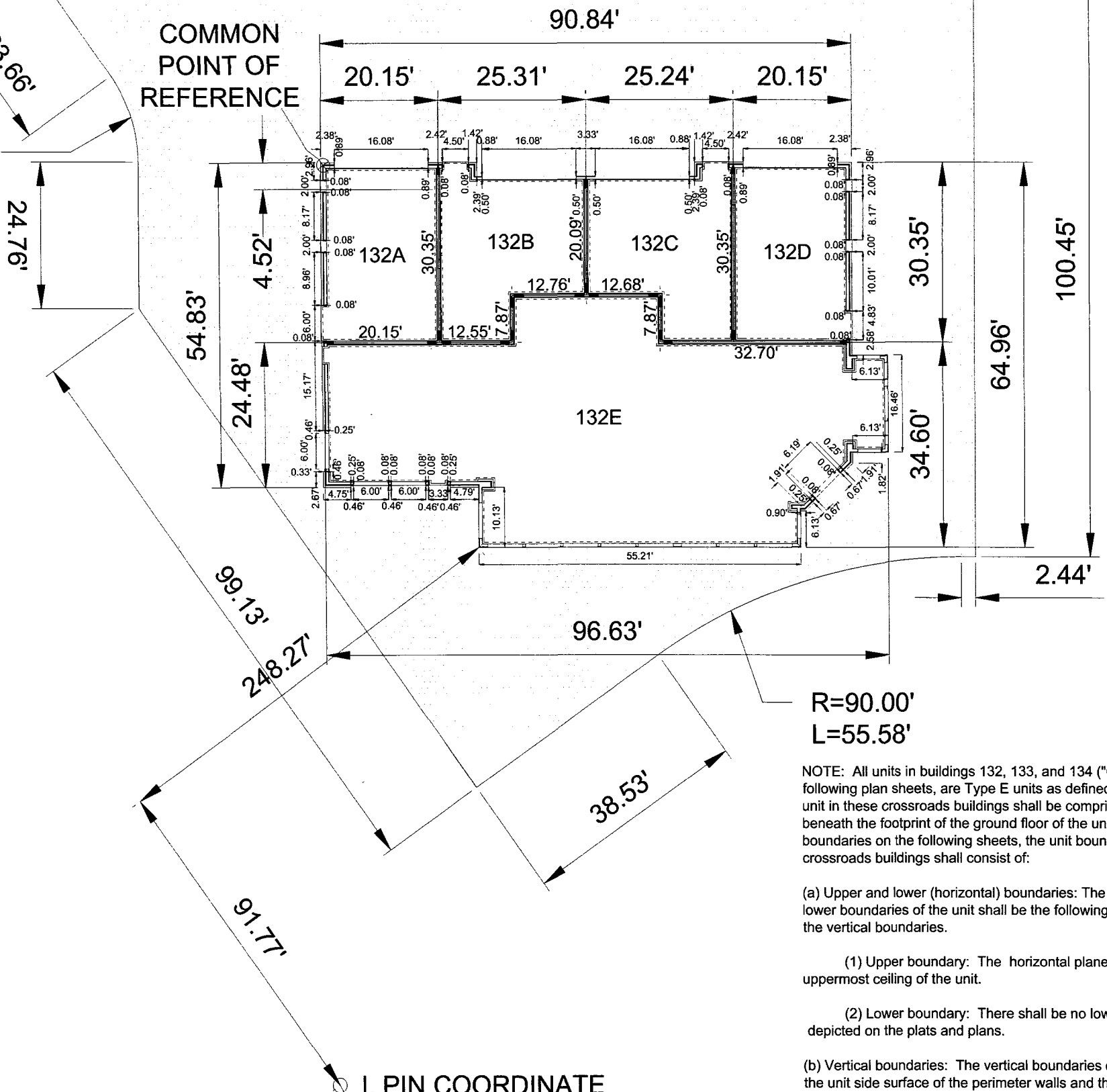
	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	<b>AMENDED DECLARATION PLATS AND PLANS PLANNED          COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY</b>
SITUATE IN <b>CRANBERRY TOWNSHIP          BUTLER COUNTY, PA</b> <small>MADE FOR</small>	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
PM: DMH DB: ANU CR: DMH SCALE: 1" = 10'	Date: FEBRUARY 1, 2021 Job Number: C-18802-0658 Drawn: 404_045 SHEET: 14 OF 20



R=25.00'  
L=15.43'

BUILDING 134 FLOOR 1 161.64'

COMMON POINT OF REFERENCE



R=90.00'  
L=55.58'

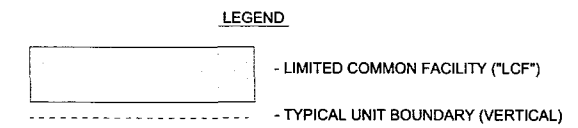
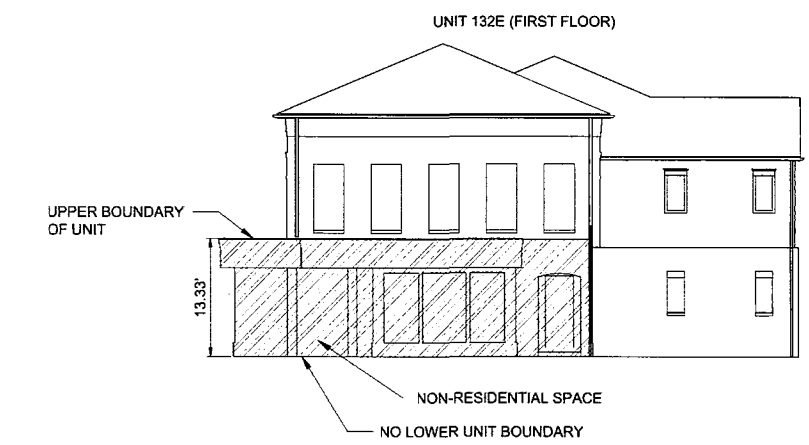
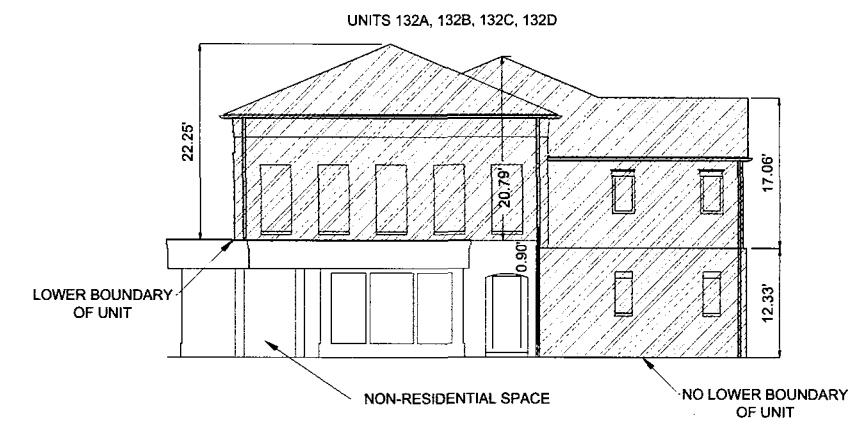
I. PIN COORDINATE

NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

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For further details, please see section 2.2.5 (c) and (d) of the declaration.

The Limited Common Facility ("LCF") yard areas shown hereon abutting the Crossroads Units shall be an LCF allocated collectively to the Crossroads Units shown hereon.

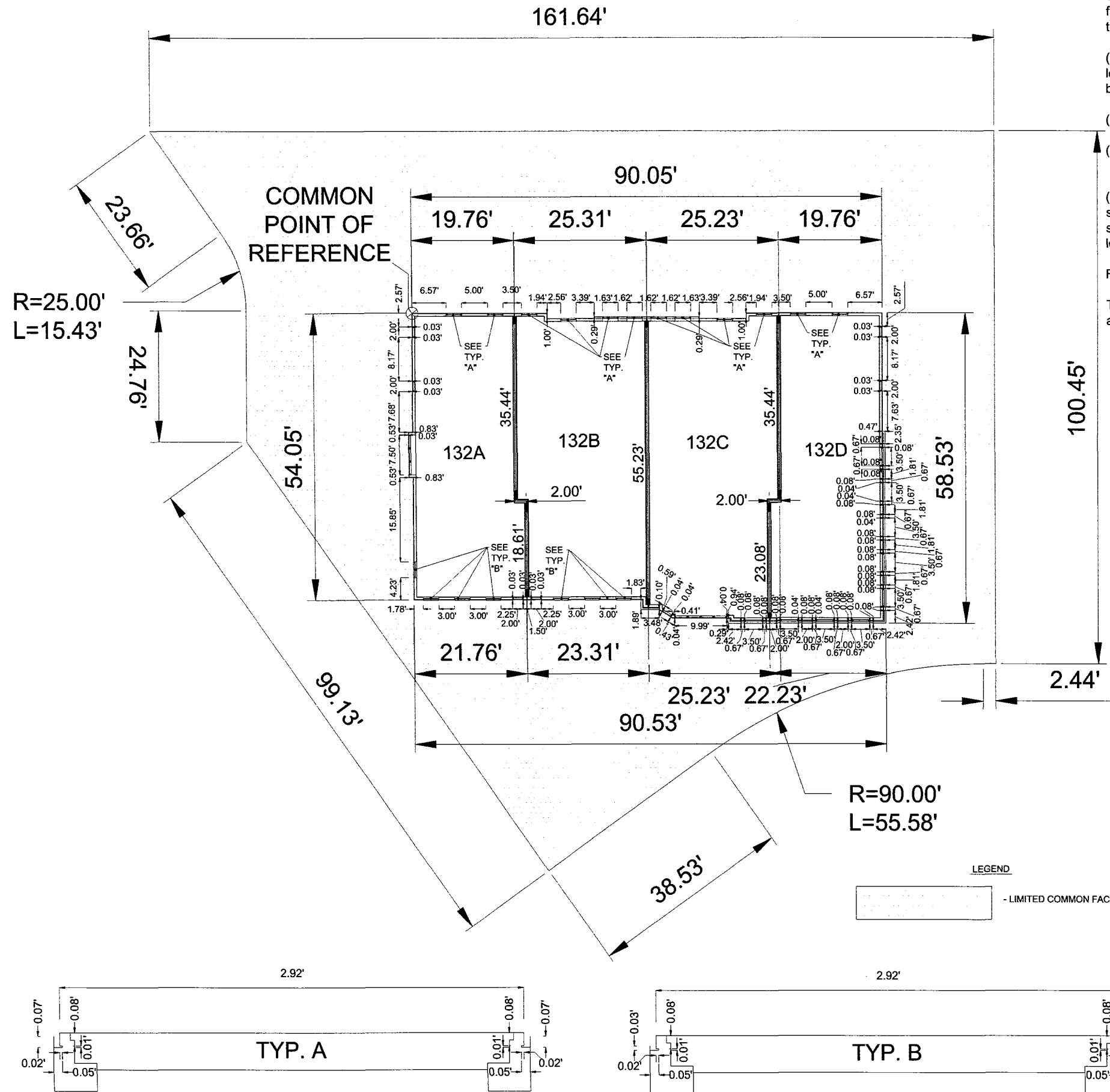


I. PIN COORDINATE  
NAD83 South  
N40° 42' 02.69421551"  
W80° 06' 34.51100084"

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0056 Dwg No: 404.045 SHEET: 15 OF 20	Scale: 1" = 10' PM: DMH DB: AMU CB: DMH

C:\Users\p\Documents\Projects\180001\18807\community\low\center\0411\Declaration\Plat\0411\Sheet\Declaration\Plat Phase 2.dwg  
 Date: 2/1/2021 9:18 AM  
 User: Andrew M. Ungarino, E.I.T.

BUILDING 132 FLOOR 2

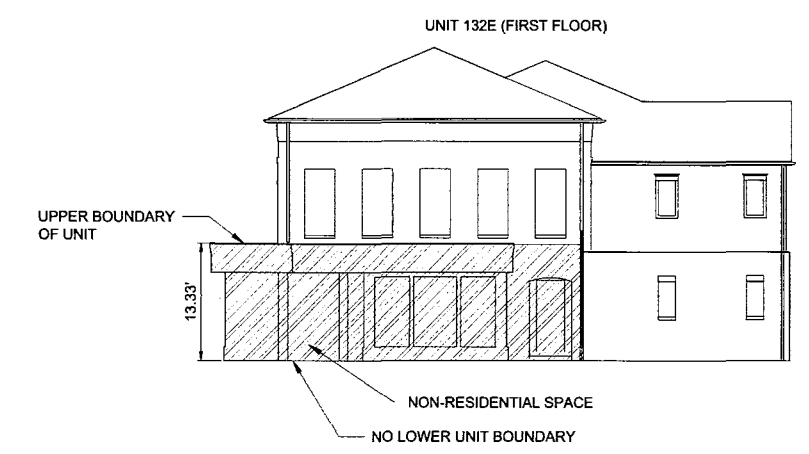
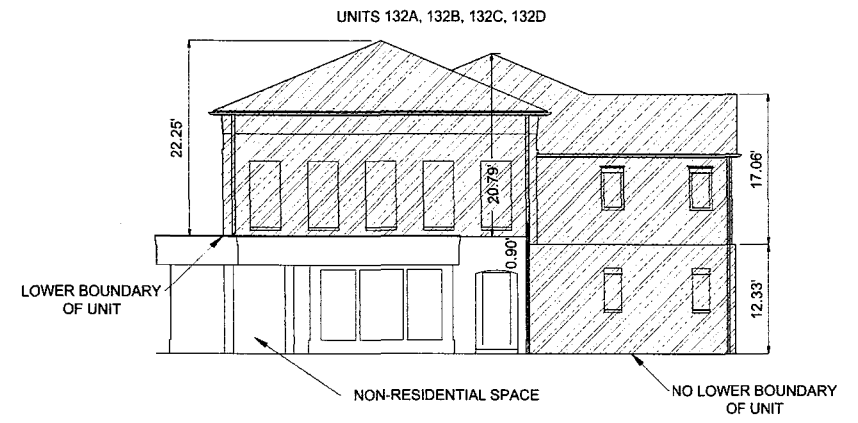


NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

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**GATEWAY**<sup>®</sup>  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

AMENDED DECLARATION PLATS AND PLANS PLANNED  
 COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

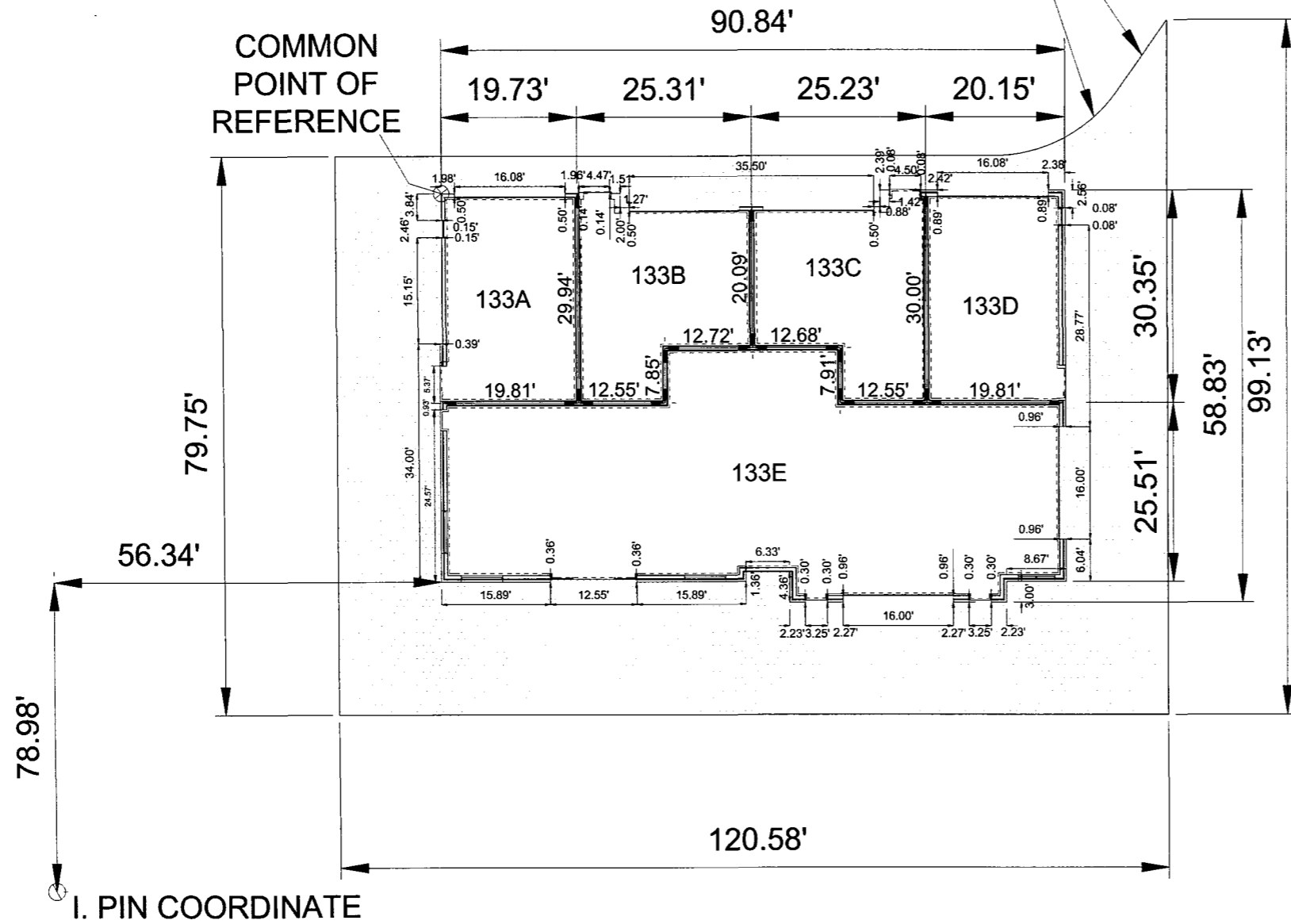
**ROCHESTER ROAD INVESTMENT CO.**

Date: FEBRUARY 1, 2021  
 Job Number: C-18807-0056  
 Scale: 1" = 10'  
 SHEET: 16 OF 20

P:\Projects\18807\18807\_0056\18807\_0056.dwg  
 Date: 2/1/2021 9:18 AM  
 User: Andrew M. Ungarino, E.I.T.  
 Sheet: 16 OF 20

**BUILDING 133 FLOOR 1**

12.40'  
R=22.00'  
L=22.98'



NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

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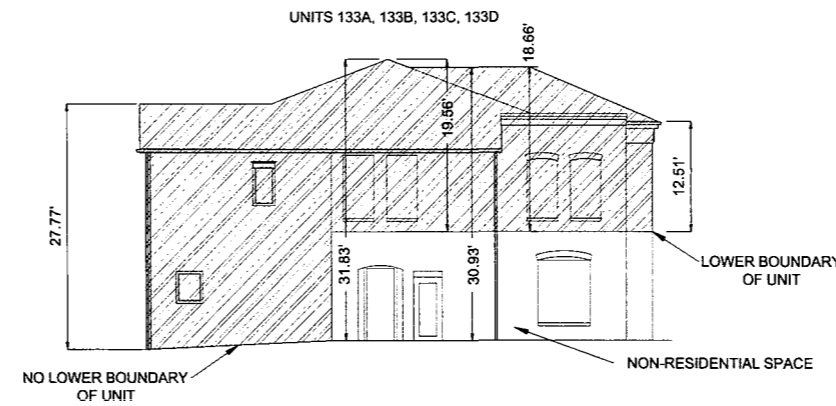
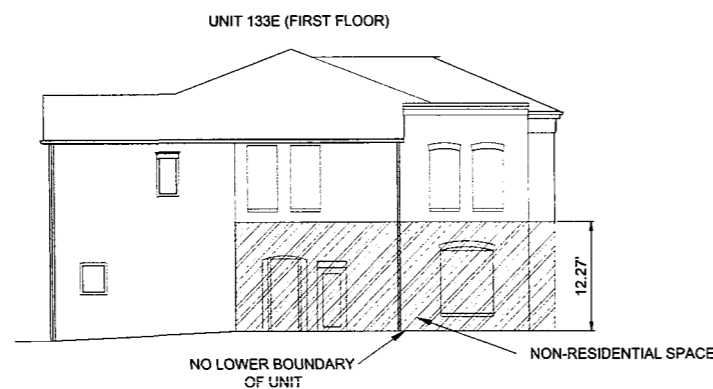
For further details, please see section 2.2.5 (c) and (d) of the declaration.

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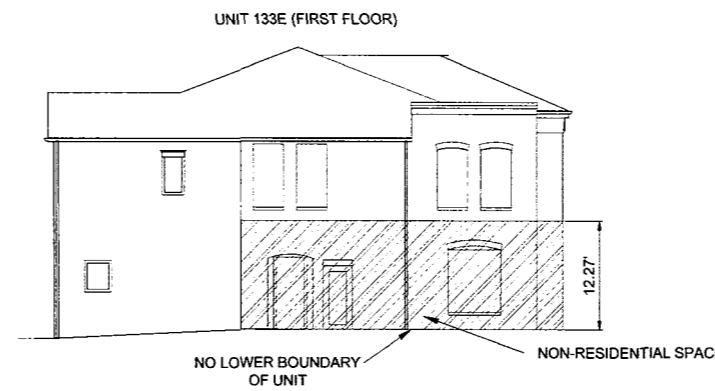
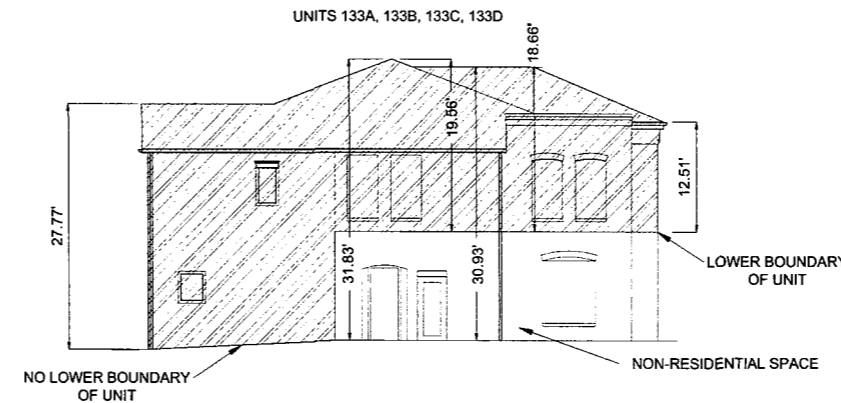
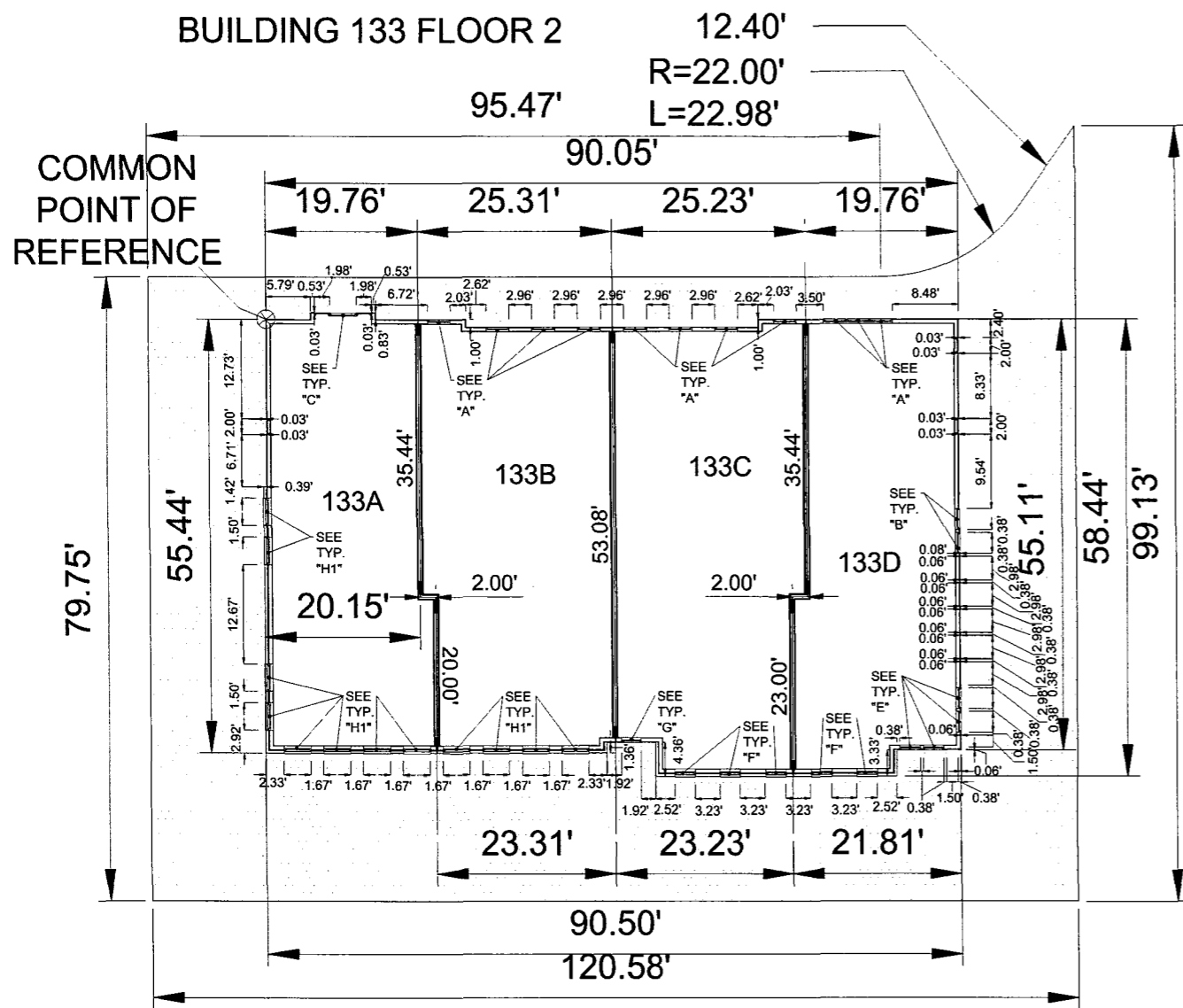
**LEGEND**



I. PIN COORDINATE  
NAD83 South  
N40° 42' 02.69421551"  
W80° 06' 34.51100084"



	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18807-0056 Dwg No: 404_045 SHEET: 17 OF 20	SCALE: 1" = 10' PM: DMH DB: AMU CB: DMH



NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

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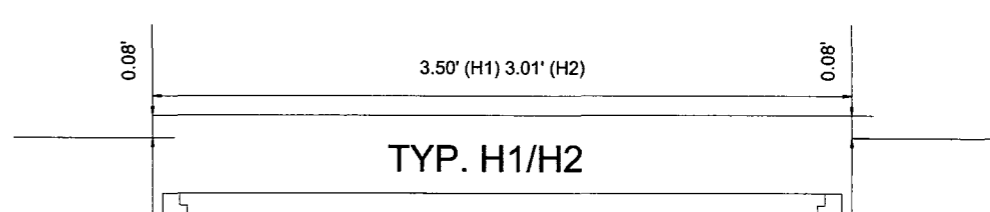
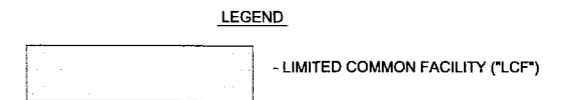
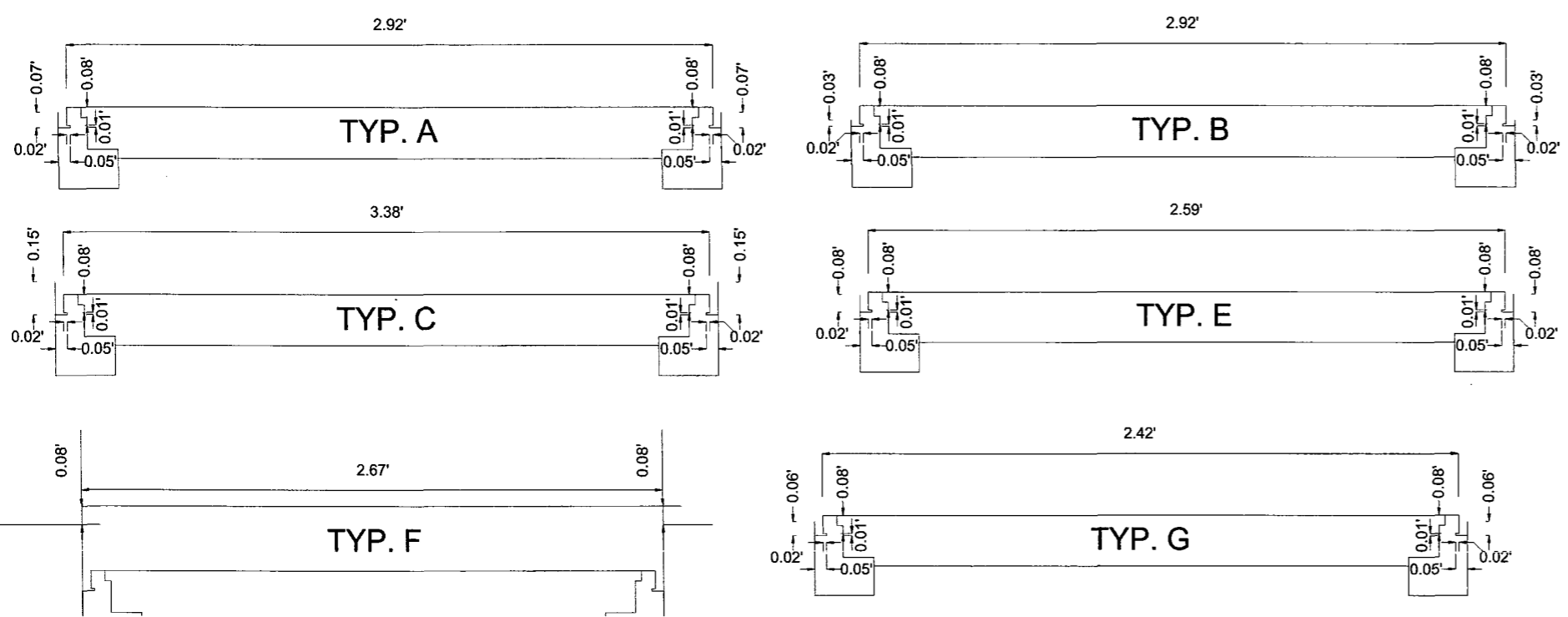
(1) Upper boundary: The horizontal planes formed by the unit-side surface of the uppermost ceiling of the unit.

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**GATEWAY**  
The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh, PA 15205  
gatewayengineers.com 855-634-9284

AMENDED DECLARATION PLATS AND PLANS PLANNED  
COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY

SITuated IN  
CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA  
MADE FOR

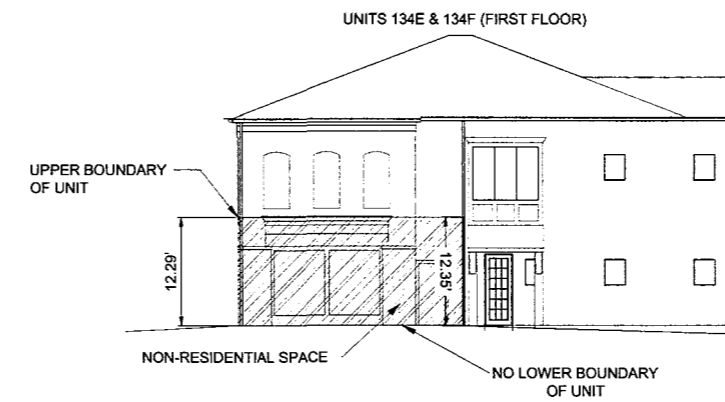
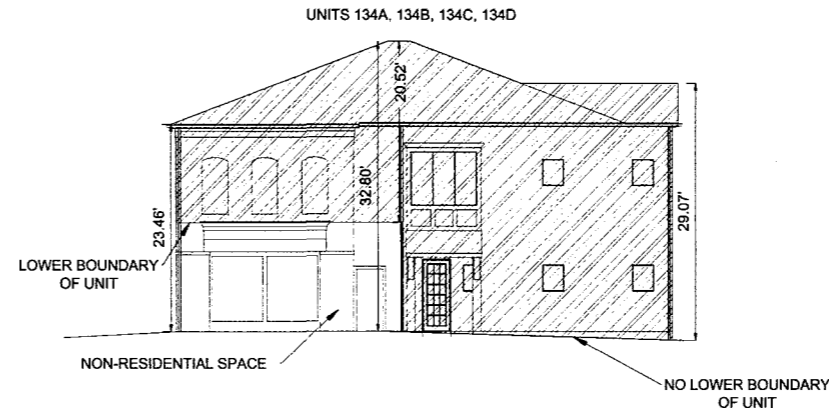
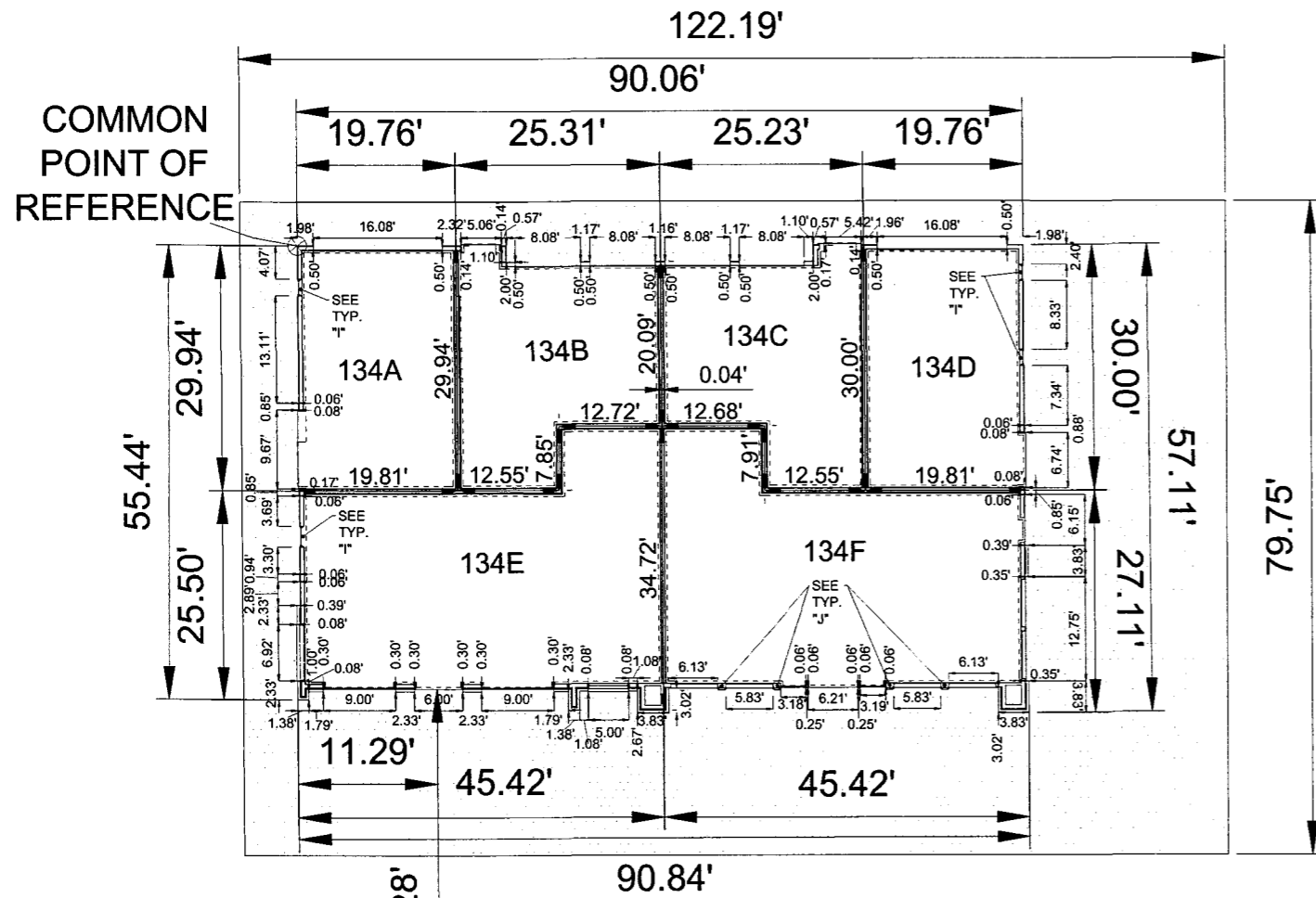
ROCHESTER ROAD INVESTMENT CO.

Date: FEBRUARY 1, 2021  
Job Number: C-18807-0056  
Dwg No: 404.045 SHEET: 18 OF 20

PM: DMH DB: AMU CE: DMH SCALE: 1" = 10' Dwg No: 404.045 SHEET: 18 OF 20

Health & Planning Projects\1800018807\_community town center\041 Declaration Plats\DWG\21-Sheet\Declaration Plat Phase 2.dwg  
 Plotted Date: 2/2/2021 12:20 AM Andrew M. Ungarino, E.I.T.  
 Save Date: 2/2/2021 11:18 AM

BUILDING 134 FLOOR 1



NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

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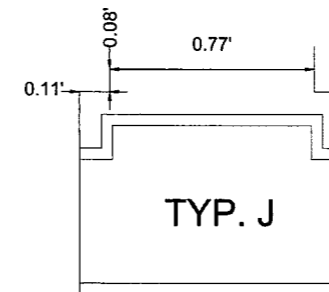
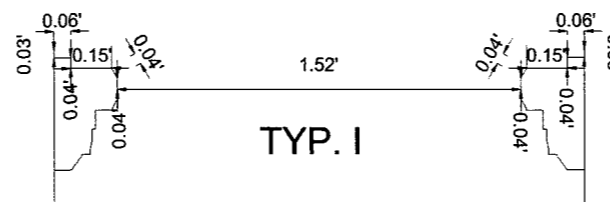
- (1) Upper boundary: The horizontal planes formed by the unit-side surface of the uppermost ceiling of the unit.
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I. PIN COORDINATE



LEGEND

- LIMITED COMMON FACILITY ("LCF")
- TYPICAL UNIT BOUNDARY (VERTICAL)

I. PIN COORDINATE  
 NAD83 South  
 N40° 42' 02.69421551"  
 W80° 06' 34.51100084"

**GATEWAY**<sup>®</sup> The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9284

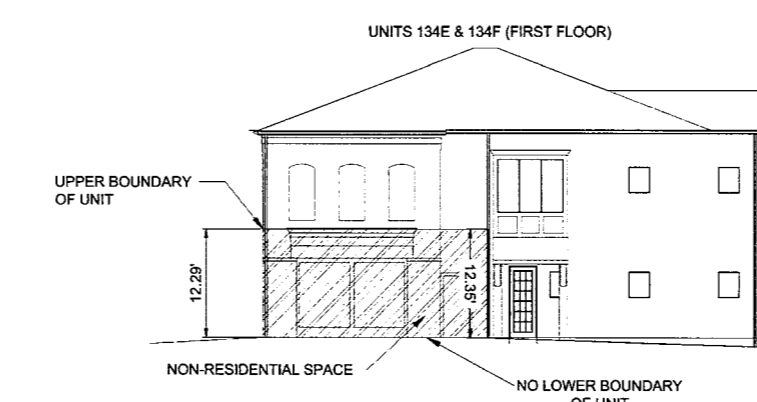
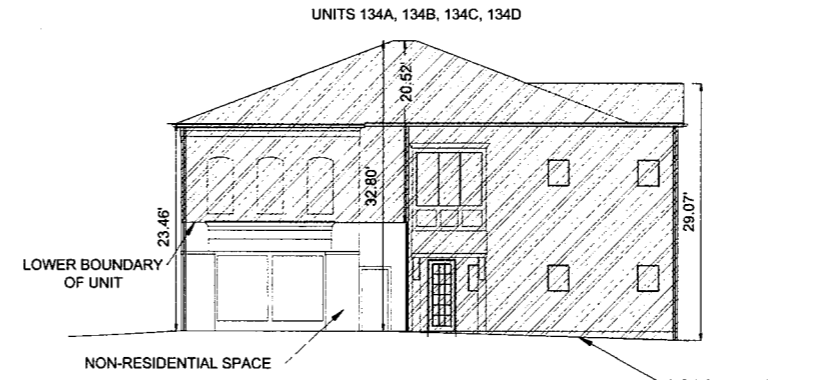
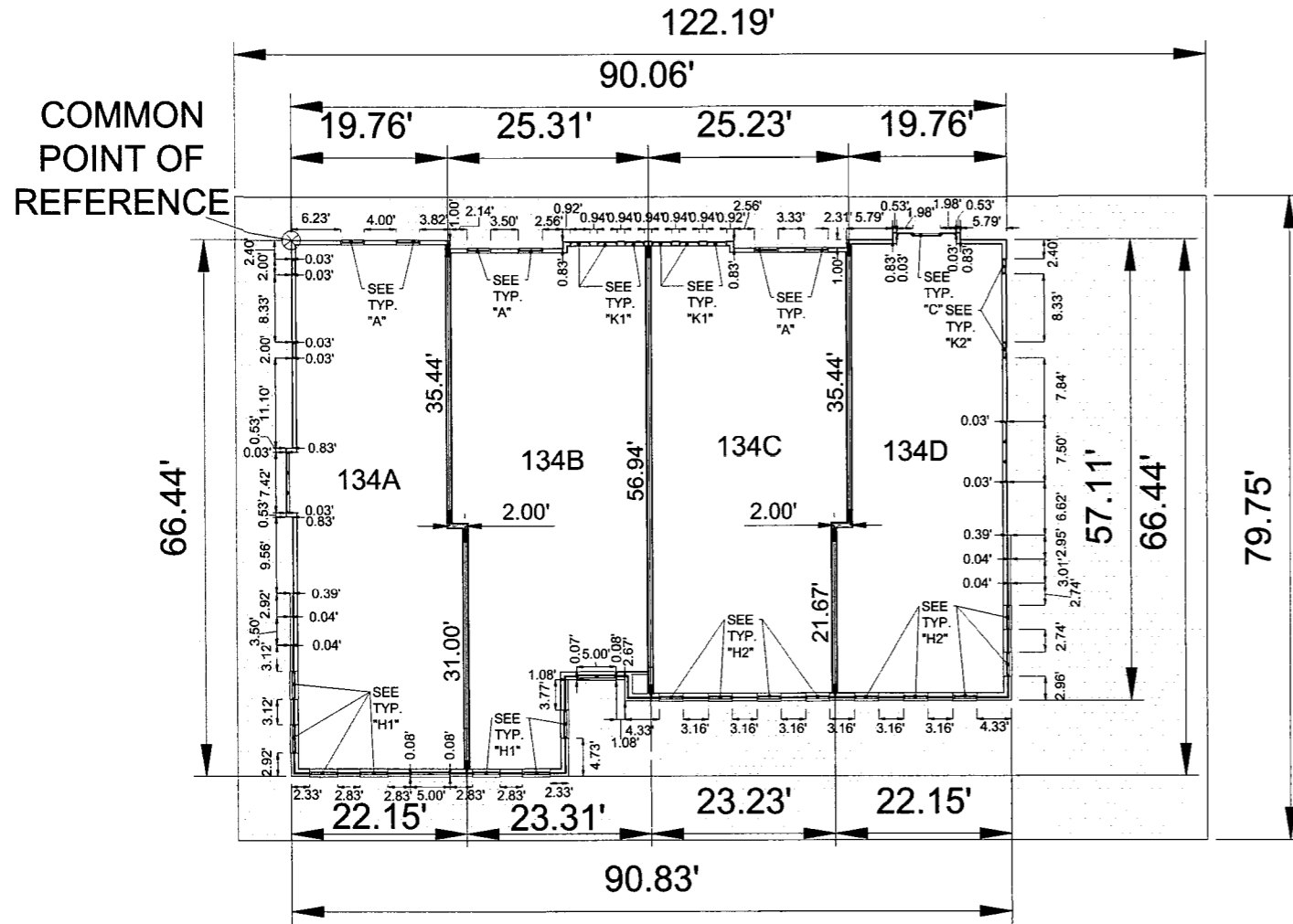
AMENDED DECLARATION PLATS AND PLANS PLANNED  
 COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

ROCHESTER ROAD INVESTMENT CO.

Path & Planning Project 1800018807 community town center-041 Declaration Plat/Dwg02-Sheet/Declaration Plat Phase 2.dwg  
 Plot Date: 2/25/2021 8:21 AM Andrew M. Ungelino, E.I.T. Save Date: 2/25/2021 8:18 AM

**BUILDING 134 FLOOR 2**



NOTE: All units in buildings 132, 133, and 134 ("Crossroad Buildings"), shown on the following plan sheets, are Type E units as defined in section 1.3.2 of the declaration. Each unit in these crossroads buildings shall be comprised of portions of a building and the land beneath the footprint of the ground floor of the unit. By way of further explanation of the unit boundaries on the following sheets, the unit boundaries of each unit being created in the crossroads buildings shall consist of:

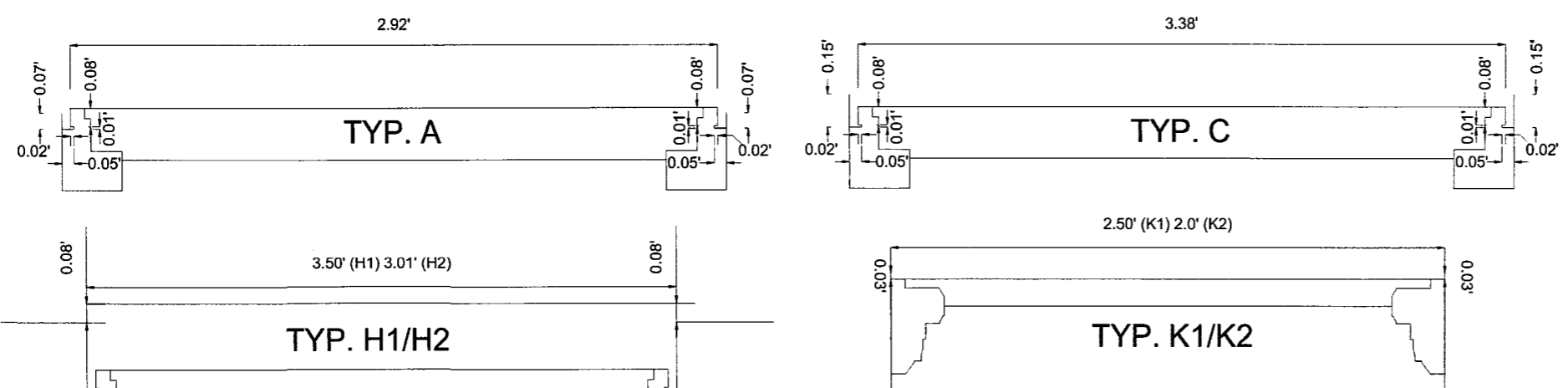
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LEGEND  
 - LIMITED COMMON FACILITY ("LCF")

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-9284
	AMENDED DECLARATION PLATS AND PLANS PLANNED COMMUNITY PHASE 2 OF MEEDER, A PLANNED COMMUNITY
SITUATE IN CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR	
<b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: FEBRUARY 1, 2021 Job Number: C-18882-0058 Draw No.: 504.042	Scale: 1" = 10' SHEET: 20 OF 20

Path & File Name: Projects\180001887\_community\down\cmr\0041\_Declaration\Plat\02\02\_Sheet\Declaration\_Pk1\_Phas\_2.dwg  
 Plot Date: 2/25/2021 8:21 AM Andrew M. Ungano, E.I.T.



Instr: 202102100004032

Pgs: 2 F: \$18.50

Michele Mustello

Butler County Recorder PA

2/10/2021 2:40 PM

T20210002931

**CERTIFICATE OF COMPLETION**  
**FOR**  
**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE 085175), independent of **Rochester Road Investment Company, a Pennsylvania corporation**, the declarant ("Declarant") of Meeder, A Planned Community (the "Community") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 1 through 59, inclusive, and 165 through 178, inclusive** (collectively, the "Units"):

- (a) The Units 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) The Units 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 Follows]]**

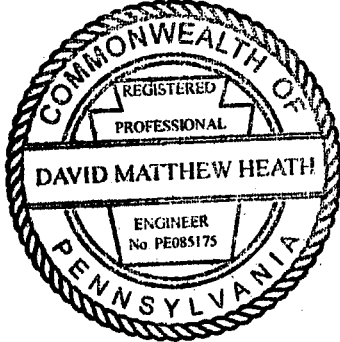


I hereby CERTIFY  
that this document is  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

IN WITNESS WHEREOF, this Certificate is executed this 5<sup>th</sup> day of February, 2021.

(Professional Seal)



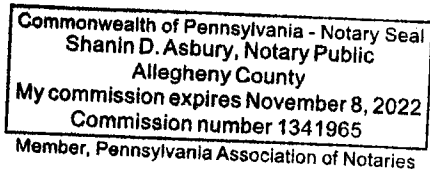
*[Handwritten Signature]*

Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Allegheny :

On this, the 5<sup>th</sup> day of February, 2021, 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.



*[Handwritten Signature]*  
Notary Public

Mail To:  
Gateway Engineers  
122 W. Brady St.  
Butler, PA 16001





Instr: 202208030016691

Pgs: 2 F: \$18.50

8/3/2022 11:00 AM

Michele Mustello

T20220012810

Butler County Recorder PA

**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

Cranberry Township  
Butler County, Pennsylvania

**CERTIFICATE OF COMPLETION**

**FOR**

**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company**, a Pennsylvania corporation, the declarant ("Declarant") of Meeder, A Planned Community (the "Community") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos 182 – 199, inclusive; 232 – 255, inclusive; 132A; 132B; 132C; 132D; 132E; 133A; 133B; 133C; 133D; 133E; 134A; 134B; 134C; 134D; 134E; and 134F** (collectively, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of such Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units 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 Follows]]**

IN WITNESS WHEREOF, this Certificate is executed this 15<sup>th</sup> day of August, 2022.

(Professional Seal)



Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:  
:

SS.

COUNTY OF ALLEGHENY

On this, the 15<sup>th</sup> day of August, 2022, 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.

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

  
Notary Public

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

  
Michele M. Mustello - Recorder of Deeds



**Prepared by and return to:**  
Rhonda M. Weaver, Esq.  
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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**FOURTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Fourth Amendment ("Amendment") is made as of this 5<sup>th</sup> day of April, 2022, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period.

C. Pursuant to Section 2.3.1 of the Declaration, Declarant reserved the right, without the consent of any party, to relocate boundaries between Units created in the Declaration or any Amendment thereto, at any time while the Units are owned by Declarant (the "Boundary Relocation Rights").

D. Declarant now desires to exercise its Conversion Rights and Boundary Relocation Rights to convert a portion of the Convertible Real Estate, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Converted Real Estate"), into Common Elements and to amend the boundaries surrounding Unit Nos. 186 – 190, inclusive, as depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (the "Amended Unit Boundaries").

E. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into Common Elements as shown on the Amended Declaration Plats and Plans (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof.

3. The Amended Unit Boundaries are hereby amended as more particularly described in and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B**.

4. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and 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 CONVERTED REAL ESTATE**

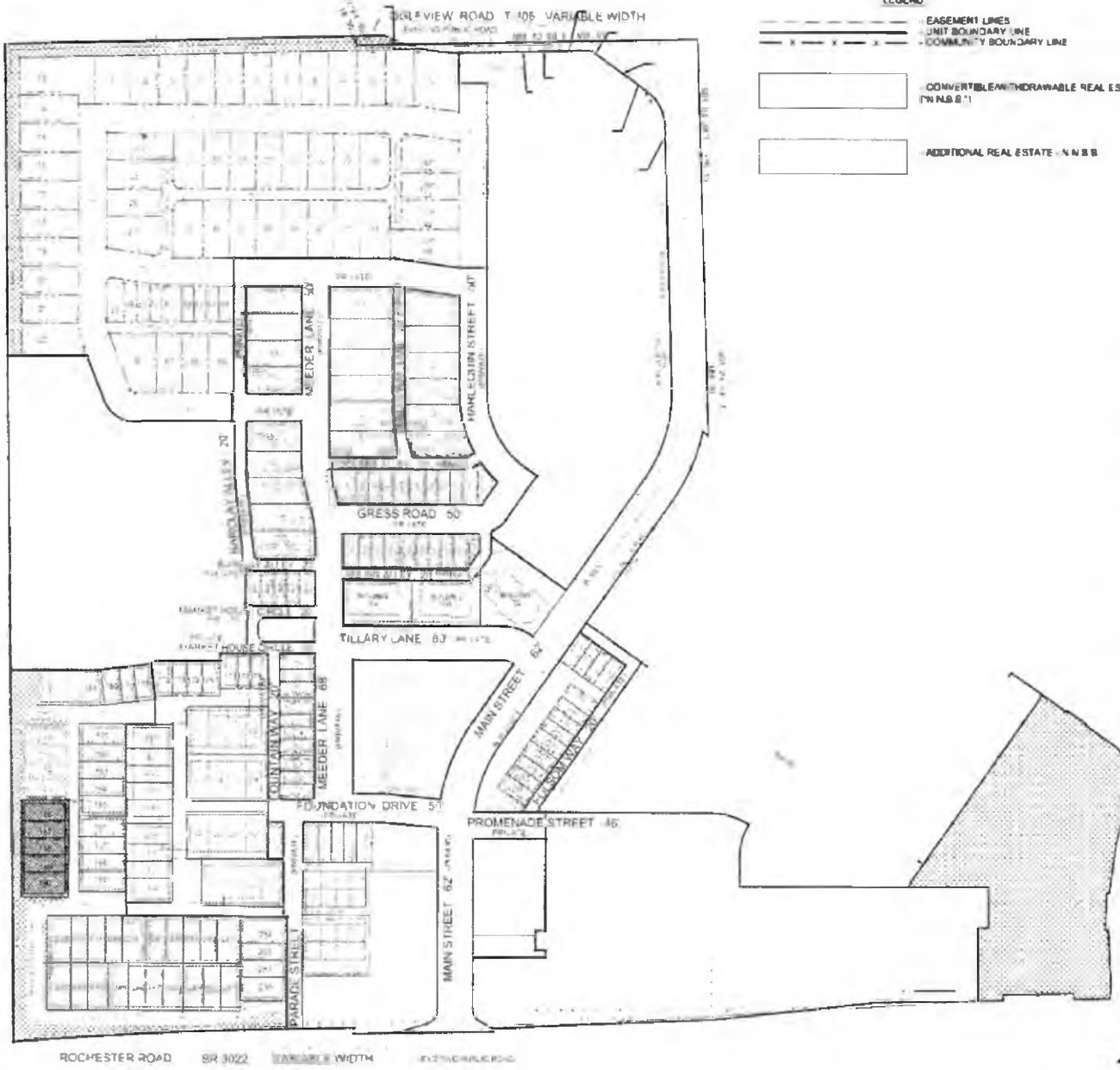
ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described on the Amended Declaration Plats and Plans (as distinguished from any subdivision and land development plan), attached hereto as **Exhibit B**.

**EXHIBIT B**

**AMENDED DECLARATION PLATS AND PLANS**

The Amended Declaration Plats and Plan for Meeder, a Planned Community, attached as **Exhibit B** to this Amendment, prepared by the Gateway Engineers, Inc., consisting of two (2) pages and dated April 14, 2022, is being recorded in the Recorder's Office, concurrently with the recording of this Amendment, said Amended Declaration Plat for Meeder, a Planned Community is hereby incorporated herein and made an integral part hereof by this reference thereto. Prior certified Plats and Plans are recorded as exhibits to the Declaration recorded in the Butler County Recorder of Deeds Office (Recorder's Office) as Instrument Number 201902010001910, First Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 201910150020630, Second Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 20200616011387, and Third Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202102100004033, and are hereby incorporated by reference herein and remain part of the Plats and Plans for Meeder, a Planned Community, except to the extent shown inconsistent on the attached Amended Declaration Plat for Meeder, a Planned Community.





**LEGEND**

- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE
- CONVERTIBLE WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT (N N B B '1)
- ADDITIONAL REAL ESTATE - N N B B
- COMMON FACILITIES - M S B
- EXISTING PLANNED COMMUNITY PHASES

- PLANNED (COMMUNITY) NOTE:**
- THE NAME OF THE PLANNED COMMUNITY IS MEEDER A PLANNED COMMUNITY (THE "COMMUNITY").
  - THESE PLATS AND PLANS FOR THE COMMUNITY ARE PART OF THE FOURTH AMENDMENT BEING RECEIVED CONFORM DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR A AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS (RECORDER'S OFFICE) IN AND FOR BUTLER COUNTY, PENNSYLVANIA.
  - THE AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASES.
  - PRIOR CERTIFIED PLATS AND PLANS FOR PLANNED COMMUNITY PHASE 1 AND 2, RECORDED AS EASEMENTS TO THE DECLARATION 2018100001, SECOND AMENDMENT RECORDED AS INSTRUMENT #1 NUMBER 2020060011307, AND THIRD AMENDMENT 202107000001 COLLECTIVELY THE "PRIOR PLATS AND PLANS" ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND EXTENT SHOWN HEREON.
  - EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND WITHIN PLANNED BUILT, ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON AND WITHIN THE BOUNDARIES OF THE COMMUNITY ARE A CONSIST OF CONVERTIBLE REAL ESTATE AND WITHDRAWABLE REAL ESTATE AND ARE HEREBY LABELED "NEED NOT BE BUILT" IMPROVEMENTS AS SHOWN HEREON AND IS SUBJECT TO CHANGE, FURTHER AMENDMENTS TO THE PLAT DESIGNATES OR ALLOCATE ANY COMMON ELEMENTS INCLUDING LIMITED COMMON ELEMENTS UPON COMPLETION OF CON.
  - WHETHER OR NOT SPECIFICALLY SHOWN HEREON, THE LOCATION AND DIMENSIONS OF ANY AND ALL PARCELS OF ADDITIONAL REAL ESTATE ARE HEREBY LA.
  - WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON DECLARATION CONTROLLED FACILITIES AS DESCRIBED IN ARTICLE V OF THE DECLARATION FOR.
  - EXCEPT FOR THOSE ROADWAYS LABELED AS PUBLIC ON THESE PLATS AND PLANS, ALL OTHER PROPOSED ROADWAY DRIVEWAYS AND STREET EASEMENTS IN THE COMMUNITY ARE TO REMAIN PRIVATE, UNLESS HEREBY DESIGNATED OTHERWISE ON THESE PLATS AND PLANS, AS MAY BE AMENDED FROM TIME TO TIME, AND (IF) ARE CONSIDERED PART OF ASSOCIATION UNITS OR UNITS DEDICATED TO AND ACCEPTED BY THE PUBLIC.
  - DECLARANT HAS RESERVED UPON ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING THE RIGHT TO SUBSIDIZE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO OR MORE UNITS, COMMON ELEMENTS OR A THE RIGHT UNDER SECTION 604 OF THE ACT TO TRANSFER ANY OR ALL OF THE SPECIAL DECLARANT RIGHTS TO ONE OR MORE CREATED IN THE COMMUNITY. DECLARANT SHALL OWN ALL SUCH NEWLY CREATED UNITS.
  - IN ADDITION TO THOSE EASEMENTS SPECIFIED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE LIB OF THE DECLARATION.
  - THE DIMENSIONS AND LOCATED OF UNITS AND PH, INCLUDING AS SET FORTH ON THESE AMENDED DECLARATION PLA HEREBY SUPERSEDE AND REPLACE THE DIMENSIONS AND LOCATIONS OF THE FOREGOING UNITS AS SET FORTH ON ANY P COMMUNITY SUBJECT. THE DIMENSIONS AND LOCATIONS OF SUCH UNITS SET FORTH HEREON SHALL CONTROL.



NOTARIES PUBLIC  
 DONALD H. HEATH  
 5/13/22

**GATEWAY**  
 AMENDED DECLARATION OF MEEDER, PENNSYLVANIA

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

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF Allegheny  
 On this 13th day of May, 2022, I, the undersigned Notary Public, do hereby certify that I, Notary Public, am duly qualified and qualified to perform the duties of a Notary Public in and for the County of Allegheny, Pennsylvania.  
 My official term of office expires on the 11th day of December, 2023.  
 In Official Witness Hereof, I have hereunto set my hand and official seal.  
 Shelley M. Cardimen  
 Notary Public  
 My Commission Expires 12/11/2023

**GRAPHIC SCALE**

1/8 INCH = 10 FEET

1/4 INCH = 20 FEET

1/2 INCH = 40 FEET

3/4 INCH = 60 FEET

1 INCH = 80 FEET

1 1/4 INCH = 100 FEET

1 1/2 INCH = 120 FEET

1 3/4 INCH = 140 FEET

2 INCH = 160 FEET

2 1/4 INCH = 180 FEET

2 1/2 INCH = 200 FEET

2 3/4 INCH = 220 FEET

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3 1/4 INCH = 260 FEET

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8 3/4 INCH = 700 FEET

9 INCH = 720 FEET

9 1/4 INCH = 740 FEET

9 1/2 INCH = 760 FEET

9 3/4 INCH = 780 FEET

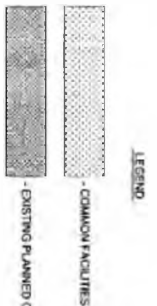
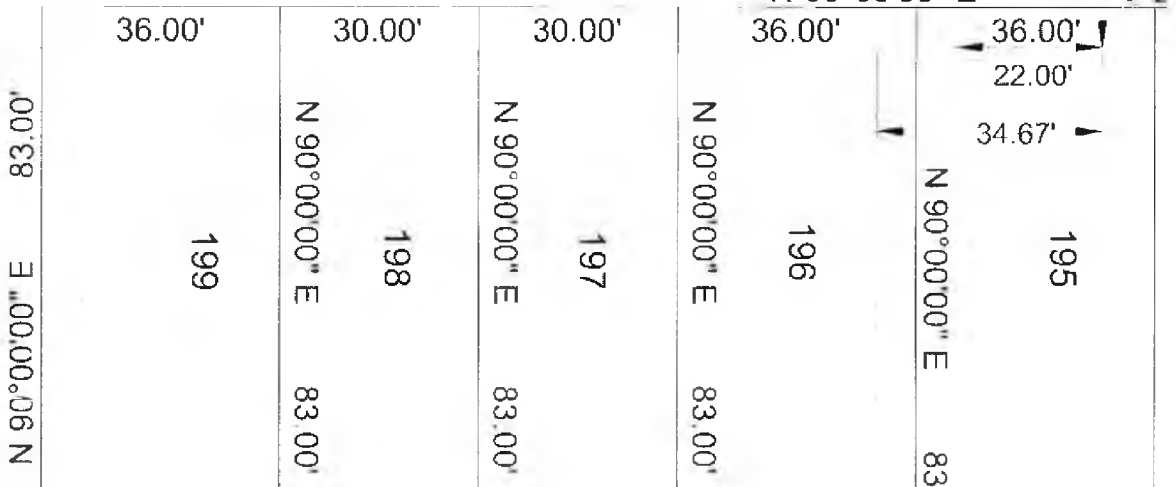
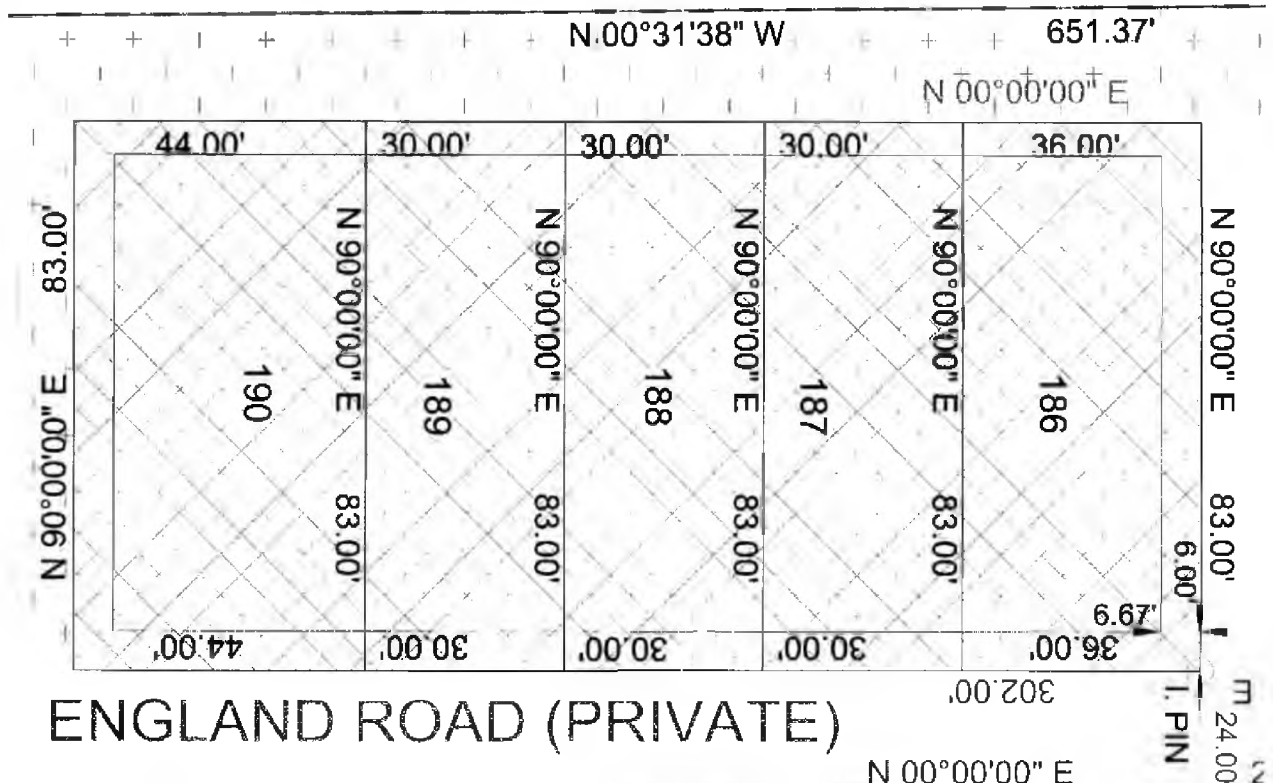
10 INCH = 800 FEET

STATE OF PENNSYLVANIA, COUNTY OF BUTLER, NOTARY PUBLIC, DONALD H. HEATH, COMMISSION EXPIRES 12/11/2023

AutoCAD 2010 - 2012 (2012) - 2013 (2013) - 2014 (2014) - 2015 (2015) - 2016 (2016) - 2017 (2017) - 2018 (2018) - 2019 (2019) - 2020 (2020) - 2021 (2021) - 2022 (2022)



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AMENDED DECI  
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ROCHESTER

10/10/2022 10:00:00 AM



Instr: 202206080012488

Fgs: 29 F: \$70.50

6/8/2022 11:25 AM

Michele Mustello

T20220009591

Butler County Recorder PA

**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

Cranberry Township  
Butler County, Pennsylvania

**CERTIFICATE OF COMPLETION  
OF CERTAIN COMMON FACILITIES OF  
MEEDER, A PLANNED COMMUNITY**

The undersigned, **DAVID M. HEATH**, being a Registered Professional Engineer (Pennsylvania License No. PE 085175), independent of **ROCHESTER ROAD INVESTMENT COMPANY**, a Pennsylvania corporation, the declarant ("**Declarant**") of Meeder, A Planned Community (the "**Community**") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, the "**Declaration**"), in accordance with Section 5205(16)(x) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq. (the "**Act**"), hereby certifies that the land comprising certain portions of the Community, improvements and facilities described on **Exhibit A** attached hereto and made a part hereof, constituting Common Facilities of the Community, are substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans (as defined in the Declaration) and the Public Offering Statement for the Community, and so as to permit the use of such portions of the Community, improvements and facilities for their intended use.

**[SIGNATURE PAGE FOLLOWS]**



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

IN WITNESS WHEREOF, this Certificate is executed this 24<sup>th</sup> day of May, 2022.

(Professional Seal)



*[Handwritten Signature]*

Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this, the 24<sup>th</sup> day of April, 2022, 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.

*[Handwritten Signature]*  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Shanin D. Asbury, Notary Public  
Allegheny County  
My commission expires November 6, 2022  
Commission number 1341965  
Member, Pennsylvania Association of Notaries

**Exhibit A**

ALL THOSE CERTAIN tracts or parcels of Common Facilities, together with the improvements located thereon, of Meeder, A Planned Community (the "Community") submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") by the recording of a Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community, dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument Number 201902010001910 (together, and as amended from time to time, the "Declaration"), being more particularly described as Common Elements 1- 18 below:

**[LEGAL DESCRIPTIONS APPEAR ON THE FOLLOWING PAGE]**

**Meeder Common Element 1**

All that certain parcel of land, being Parcel G in the Meeder Plan Phase 7, 10, & 11 as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 388, Page 35, 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 Ogleview Road, T-305, variable width, at the line dividing Parcel G and Lot 12 in the Meeder Plan Phase 7, 10, & 11 as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 388, Page 35; thence from said point of beginning by the line dividing Lot 12 through Lot 1 and Lot 13 in said Meeder Plan Phase 7, 10, & 11, S 88° 32' 15" W a distance of 710.42 feet to a point on the line dividing Parcel G and Lot 13 in said Meeder Plan Phase 7, 10, & 11; thence by the line dividing Parcel G from Lot 13 through Lot 22 in said Meeder Plan Phase 7, 10, & 11, S 00° 31' 38" E a distance of 520.97 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and Parcel "F-Meeder" in Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and Parcel "F-Meeder" in said Meeder Plan Phase One N 90° 00' 00" W a distance of 25.00 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Pittsburgh Lifetime Care Community; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Pittsburgh Lifetime Care Community N 00° 31' 38" W a distance of 545.34 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Alcoa Commercial Windows LLC; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Alcoa Commercial Windows LLC, N 88° 32' 15" E a distance of 667.28 feet to a point on the southerly right of way line of said Ogleview Road; thence by the southerly right of way line of said Ogleview Road in an easterly direction by a curve bearing to the left having a radius of 306.50 feet through an arc distance of 72.36 feet, also having a chord bearing of S 71° 12' 06" E and a chord distance of 72.19 feet, to a point on the line dividing Parcel G and Lot 12 in said Meeder Plan Phase 7, 10, & 11, at the point of beginning.

Containing an area of 30,440 square feet or 0.699 acres.

**Meeder Common Element 2**

All that certain parcel of land, being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Parcel A-R and Parcel "F-Meeder" in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10, and lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust; thence from said point of beginning by the line dividing Parcel A-R and Parcel "F-Meeder" in said Meeder Plan Phase One N 90° 00' 00" E a distance of 47.23 feet to a point; thence by a line through Parcel A-R in the said Meeder Plan Phase One, and by the westerly line of Unit 165, S 00° 00' 00" W a distance of 62.00 feet to a point on the northerly right of way line of Gratitude Road; thence by the northerly right of way line of Gratitude Road, N 90° 00' 00" E a distance of 5.64 feet to a point at the westerly side of a curb in Gratitude Road; thence by the westerly side of a curb in Gratitude Road, the following six (6) courses and distances:

S 00° 00' 00" W a distance of 0.70 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.33 feet to a point of tangency;

N 89° 59' 55" W a distance of 20.18 feet;

S 00° 00' 05" E a distance of 18.67 feet;

S 89° 59' 55" E a distance of 64.73 feet to a point of curvature;

in southeasterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 15.18 feet to a point on the northerly side of Unit 182;

thence by the northerly side of Unit 182, S 90° 00' 00" W a distance of 82.69 feet to a point in Parcel A-R; thence by a line through Parcel A-R S 00° 00' 00" E a distance of 302.00 feet to a point on the line of the southerly side of Unit 190 as projected; thence by a line through Parcel A-R and also by the southerly side of Unit 190, N 90° 00' 00" E a distance of 82.64 feet to a point on the westerly side of a curb in Roebing Court; thence by the westerly side of a curb in Roebing Court, the following six (6) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.19 feet, also having a chord bearing of S 47° 58' 10" W and a chord distance of 12.95 feet, to a point of tangency;

S 90° 00' 00" W a distance of 61.85 feet;

S 00° 00' 00" W a distance of 216.66 feet;

S 90° 00' 00" E a distance of 301.28 feet to a point of curvature;

in an easterly direction by a curve bearing to the left having a radius of 250.33 feet through an arc distance of 56.08 feet to a point of tangency;

N 77° 09' 53" E a distance of 102.50 feet to a point on the westerly right of way line of Parade Street, 28.00 feet wide, private;

thence by the westerly right of way line of Parade Street S 00° 00' 00" E a distance of 33.81 feet to a point on the northerly right of way line of Rochester Road, SR 3022, variable width; thence by the northerly right of way line of said Rochester Road S 88° 56' 05" W a distance of 37.98 feet to a point of curvature; thence continuing by same in a westerly direction by a curve to the left having a radius of 6,776.34 feet through an arc distance of 444.43 feet to a point on the line dividing Parcel A-R in said Meeder Plan Phase One and the lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust; thence by the line dividing Parcel A-R in said Meeder Plan Phase One and the lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust N 00° 31' 38" W a distance of 651.38 feet to point common to Parcel A-R and Parcel "F- Meeder" in the Meeder Plan Phase One, and the lands now or formerly of The James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust, at the point of beginning.

Containing 24,952 square feet or 0.573 acres.



**Meeder Common Element 3**

All that certain parcel of land being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Plan in Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Roebing Court, private, variable width, S 00° 00' 00" E a distance of 7.85 feet from a point at the northwesterly corner of Unit 232; thence from said point of beginning by the easterly right of way line of Roebing Court S 00° 00' 00" E a distance of 30.82 feet to a point on the generally easterly side a curb in Roebing Court; thence by the generally easterly side a curb in Roebing Court the following four (4) courses and distances:

N 90° 00' 00" W a distance of 3.50 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 00° 00' 00" W a distance of 13.00 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 16.31 feet to a point on the easterly right of way line of said Roebing Court, at the point of beginning.

Containing 217 square feet or 0.005 acres.

**Meeder Common Element 4**

All that certain parcel of land being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Roebing Court, private, variable width, N 00° 00' 00" W distant 7.85 feet from the southwesterly corner of Unit 242 at the generally easterly side of a curb; thence from said point of beginning by the generally easterly side of a curb through Roebing Court the following four (4) courses and distances:

in a northwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 16.31 feet, also having a chord bearing of N 31° 50' 59" W and a chord distance of 15.48 feet, to a point of tangency;

N 00° 00' 00" W a distance of 13.08 feet to a point of curvature;

in northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 90° 00' 00" E a distance of 3.50' to a point on the easterly right of way line of said Roebing Court;

thence by the easterly right of way line of Roebing Court S 00° 00' 00" E a distance of 30.90 feet to a point on the southwesterly corner of said Unit 242, at the point of beginning.

Containing 217 square feet or 0.005 acres.

**Meeder Common Element 5**

All that certain parcel of land being a portion of Parcel A-R and a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot D and Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, and the southerly right of way line of Gratitude Road, private, variable width; thence from said point of beginning by a line through Parcel A-R, and by the southerly right of way line of Gratitude Road, N 00° 00' 00" W a distance of 0.54 feet to a point; thence continuing by same S 90° 00' 00" W a distance of 76.65 feet to a point on the southerly right of way line of Gratitude Road said point also being on the generally southern side of a curb in Gratitude Road; thence along the generally southern side of a curb in Gratitude Road the following five (5) courses and distances:

N 00° 00' 00" W a distance of 1.57 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.07 feet to a point of tangency;

N 83° 21' 00" E a distance of 134.91 feet to a point of curvature;

in a southeasterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 16.31 feet to a point of tangency;

S 00° 00' 00" W a distance of 17.74 feet to a point on the southerly right of way line of Gratitude Road;

thence by the southerly right of way line of Gratitude Road S 90° 00' 00" W a distance of 76.69 feet to a point common to Lot D and Parcel A-R in said Meeder Plan Phase One and the southerly right of way of Gratitude Road, at the point of beginning.

Containing 2932 square feet or 0.067 acres.

**Meeder Common Element 6**

All that certain parcel of land being a portion of Parcel A-R and a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Parcel A-R and Lot D at the southeasterly corner of Unit 199 in the Meeder Plan Phase One and the Northerly right of way line of Roebing Court, private, variable width; thence from said point of beginning by the northerly right of way line of Roebing Court S 00° 00' 00" E a distance of 18.54 feet to a point at the southwesterly corner of Unit 208; thence continuing by same S 90° 00' 00" E a distance of 73.98 feet to a point on a curb in Roebing Court; thence by the generally northerly side of a curb in Roebing Court the following ten (10) courses and distances:

in a southwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 13.98 feet, also having a chord bearing of S 62° 42' 17" W and a chord distance of 13.45 feet to a point of tangency;

N 90° 00' 00" W a distance of 69.58 feet to a point of curvature;

In a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 00° 00' 00" E a distance of 15.33 feet;

N 90° 00' 00" W a distance of 45.66 feet;

S 00° 00' 00" E a distance of 15.33 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 90° 00' 00" W a distance of 4.42 feet to a point of curvature;

in a north westerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 15.19 feet to a point of tangency;

N 00° 00' 00" E a distance of 15.04 feet to a point on the northerly right of way line of Roebing Court;

thence by the northerly right of way line of Roebing Court S 90° 00' 00" E a distance of 76.65 feet to a point common to Parcel A-R and Lot D at the southeasterly corner of Unit 199 in the Meeder Plan Phase One and the Northerly right of way line of Roebing Court, the point of beginning.

Containing 1386 square feet or 0.032 acres.

**Meeder Common Element 7**

All that certain parcel of land being a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Rodney Lane, private, variable width, said point being S 00° 00' 00" E distant 0.29 feet from the northwesterly corner of Unit 224; thence from said point of beginning by the easterly right of way line of Rodney Lane the following three (3) courses and distances:

S 00° 00' 00" E a distance of 82.71 feet;

N 90° 00' 00" E a distance of 27.00 feet;

S 00° 00' 00" E a distance 82.63 feet to a point on the northerly side of a curb in Roebing Court, private, variable width;

thence by the northerly side a curb in Roebing Court N 90° 00' 00" W a distance of 17.98 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 23.00 feet to a point of tangency on the generally easterly side of a curb in said Rodney Lane; thence by the generally easterly side of a curb in Rodney Lane, the following nine (9) courses and distances:

N 00° 00' 00" E a distance of 5.50 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 90° 00' 00" E a distance of 15.33 feet;

N 00° 00' 00" E a distance of 45.66 feet;

N 90° 00' 00" W a distance of 15.33 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 00° 00' 00" W a distance of 85.50 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 90° 00' 00" E a distance of 0.98 feet to a point on the easterly right of way line of said Rodney Lane, at the point of beginning.

Containing 2191 square feet or 0.050 acres.

**Meeder Common Element 8**

All that certain parcel of land, being a portion of Lot E in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Parade Street and Foundation Drive, both private streets shown in said Meeder Plan Phase One, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Unit 231, Unit 227, and Lot E in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10; thence from said point of beginning by the line dividing Lot E and Unit 227, N 00° 00' 00" E a distance of 76.71 feet to a point on the southerly side of a curb in Foundation Drive, private 50.00 feet wide at said point; thence by a line on the southerly side of a curb in Foundation Drive; N 90° 00' 00" E a distance of 13.00 feet to a point of curvature; thence by same in a southeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the easterly side of a curb in Parade Street, private, 34.00 feet wide; thence by the easterly side of a curb in Parade Street the following four (4) courses and distances:

S 00° 00' 00" E a distance of 7.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

N 90° 00' 00" W a distance of 13.33 feet;

S 00° 00' 00" E a distance of 45.37 feet to the line dividing Lot E and Unit 231 in said Meeder Plan Phase One;

thence by the line dividing Unit 231 and Lot E in said Meeder Plan Phase One N 90° 00' 00" W a distance of 14.67 feet to a point common to Unit 231, Unit 227 and Lot E in said Meeder Plan Phase One, at the point of beginning.

Containing 1602 square feet or 0.037 acres.

**Meeder Common Element 9**

All that certain parcel of land, being a portion of Parade Street, a private street shown in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally westerly right of way line of Parade Street, private, 34.00 feet wide being S 00° 00' 00" E distant 0.29 feet from the northeast corner of Unit 231; thence from the point of beginning by a line of the generally westerly side of a curb in Parade Street the following five (5) courses and distances:

N 90° 00' 00" E a distance of 1.00 feet;

in an easterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;

S 00° 00' 00" E a distance of 67.00 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.67 feet and an arc distance of 7.34 feet to a point of tangency;

S 90° 00' 00" W a distance of 1.00 feet to a point at the westerly right of way line of Parade Street;

thence by the westerly right of way line of Parade Street N 00° 00' 00" W a distance of 76.34 feet to a point on the westerly right of way line of Parade Street, at the point of beginning.

Containing 424 square feet or 0.010 acres.

**Meeder Common Element 10**

All that certain parcel of land, being Lot A in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Meeder Lane, Foundation Drive, and Tillary Lane, all private streets shown in said Meeder Plan Phase One, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the westerly right of way line of Main Street, a public street, 62.00 feet wide, and the southerly right of way line of Tillary Lane, private, 60 feet wide; thence from said point of beginning, by the westerly right of way line of Main Street S 35° 22' 08" W a distance of 124.50 feet to a point of curvature; thence continuing by the same in a southerly direction by a curve to the left having a radius of 331.01 feet through an arc distance of 157.88 feet to a point in Foundation Drive, private, 50.00 feet wide; thence by a line through Fountain Drive N 84° 30' 00" W a distance of 1.32 feet to a point, thence continuing through the same S 76° 43' 19" W a distance of 1.06 feet to a point on the northerly side of a curb in Foundation Drive; thence by the northerly side of said curb in Foundation Drive; the following four (4) courses and distances:

N 84° 30' 00" W a distance of 93.29 feet to a point of curvature;

in a westerly direction by a curve bearing to the left having a radius of 114.33 feet through an arc distance of 10.97 feet to a point of tangency;

S 90° 00' 00" W a distance of 55.60 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the generally the easterly side of a curb in Meeder Lane, private, 50.00 feet wide;

thence by the generally easterly side of said curb in Meeder Lane the following nine (9) courses and distances:

N 00° 00' 00" W a distance of 10.87 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 5.84 feet to a point of tangency;

S 54° 38' 02" E a distance of 8.95 feet;

N 35° 21' 58" E a distance of 11.20 feet;

N 00° 00' 00" W a distance of 132.82 feet;

N 54° 38' 02" W a distance of 19.66' to a point of curvature;

In a northerly direction by a curve to the right having a radius of 4.67 feet through an arc distance of 4.45 feet to a point of tangency;

N 00° 00' 00" W a distance of 52.73 feet to a point of curvature;



In a northeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the southerly side of said curb in said Tillary Lane;

thence by the southerly side of said curb in said Tillary Lane, the following seven (7) courses and distances:

S 90° 00' 00" E a distance of 7.16 feet to a point of curvature;

In a southeasterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet;

S 40° 00' 00" E a distance of 8.27 feet;

S 90° 00' 00" E a distance of 245.86 feet;

N 40° 00' 00" E a distance of 8.22 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 3.88 feet to a point of a compound curve;

in an easterly direction by a curve bearing to the right having a radius of 42.67 feet through an arc distance of 28.18 feet to a point;

thence continuing through said Tillary Lane S 35° 51' 12" E a distance of 1.06 feet to a point; thence continuing through the same S 53° 30' 36" E a distance of 1.32 feet to a point on the easterly right of way line of said Main Street; thence by the easterly right of way line of said Main Street, S 35° 22' 08" W a distance of 12.34 feet to a point at the intersection of the westerly right of way of said Main Street and the southerly right of way line of said Tillary Lane, the point of beginning.

Containing 57,669 square feet or 1.324 acres.

**Meeder Common Element 11**

All that certain parcel of land being a portion of Meeder Lane, a private road in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 11, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the northerly right of way line of Gress Road, private, 50.00 feet wide, and the easterly right of way line of Meeder Lane, private, 50.00 feet wide; thence from said point of beginning by the easterly right of way line of Meeder Lane as projected, S 13° 17' 56" E a distance of 5.14 feet to a point of curvature; thence continuing by the same in a southerly direction by a curve bearing to the right having a radius of 339.61 feet through an arc distance of 5.22 feet to a point on the generally easterly side of a curb in Meeder Lane; thence by the generally easterly side of a curb in Meeder Lane the following four (4) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 19.68 feet through an arc distance of 21.16 feet also having a chord bearing of N 45° 22' 16" W and a chord distance 20.15 feet, to a point of tangency;

N 14° 33' 30" W a distance of 28.13 feet to a point of curvature;

in a northerly direction by a curve to the right having a radius of 235.67 feet through an arc distance of 21.10 feet to a point of compound curve;

in an easterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 16.40 feet to a point;

thence by the easterly right of way line of Meeder Lane the following three (3) courses and distances:

in a southerly direction by a curve to the left having a radius of 225.00 feet through an arc distance of 29.74 feet, also having a chord bearing of S 10° 43' 20" E and a chord distance of 29.33 feet, to a point of tangency;

S 14° 33' 30" E a distance of 31.61 feet;

S 14° 11' 47" E a distance of 3.48 feet to a point at the intersection of the northerly right of way line of Gress Road and the easterly right of way line of Meeder Lane, at the point of beginning.

Containing 735 square feet or 0.017 acres.

**Meeder Common Element 12**

All that certain parcel of land, being Lot G in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Gress Road, Harlequin Street, and Fiddlers Alley, all private roads shown in said Meeder Plan Phase One, 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 Gress Road, private, 50.00 feet wide, at the line dividing Lot G and Lot 149 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, thence from said point of beginning by the line dividing said Lot G and Lot 149, N 00° 00' 44" W a distance of 73.60 feet to a point on the southerly side of a curb in Fiddlers Alley, private, 20.00 feet wide; thence by the generally southerly side of a curb in Fiddlers Alley, N 57° 30' 00" E a distance of 6.28 feet to a point of curvature; thence continuing by the same in a easterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.33 feet to a point of reverse curve on the generally westerly side of a curb in Harlequin Street, private, 50.00 feet wide; thence by the generally westerly side of a curb in Harlequin Street in a southeasterly direction by a curve bearing to the left having a radius of 199.33 feet through arc distance of 27.81 feet to a point of reverse curvature; thence continuing by same, in a southerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 27.78 feet to a point of tangency on the northwesterly side of a curb in said Gress Road; thence by the northwesterly side of said Gress Road S 35° 22' 08" W a distance of 37.87 feet to a point of curvature; thence continuing by same in a westerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 18.76 feet to a point of tangency on the northerly side of a curb in Gress Road; thence by the northerly side of a curb in Gress Road N 90° 00' 00" W a distance of 0.88 feet to a point; thence continuing through Gress Road N 00° 00' 44" W a distance of 10.67 feet to a point on the northerly right of way line of Gress Road, private, 50.00 feet wide, at the line dividing Lot G and Lot 149 in said Meeder Plan Phase One, the point of beginning.

Containing 2603 square feet or 0.060 acres.

**Meeder Common Element 13**

All that certain parcel of land, being Parcel "B-Meeder" in the Meeder plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 8, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the westerly right of way line of Perry Highway, SR 0019, variable width, and the northerly right of way line of Rochester Road, SR 3022, variable width; thence from said point of beginning by the right of way line of said Rochester Road the following five (5) courses and distances:

S 88° 56' 05" W a distance of 62.46 feet;

N 01° 03' 45" W a distance of 10.00 feet;

S 88° 56' 05" W a distance of 125.00 feet;

S 01° 03' 45" E a distance of 10.00 feet;

S 88° 56' 05" W a distance of 43.96 feet to a point on the line dividing Parcel "B-Meeder" and Parcel "D- Meeder" in said Meeder plan;

thence by the line dividing Parcel "B Meeder" and Parcel "D- Meeder" in said Meeder plan the following four (4) courses and distances:

N 00° 00' 00" E a distance of 128.58 feet;

N 90° 00' 00" E a distance of 17.50 feet;

N 00° 00' 00" E a distance of 71.50 feet;

N 90° 00' 00" W a distance of 143.00 feet to a point on the line dividing Parcel "B-Meeder" and Parcel "C Meeder" in said Meeder plan;

thence by the line dividing Parcel "B Meeder" and Parcel "C- Meeder" in said Meeder plan, N 35° 22' 08" E a distance of 412.84 feet to a point on the southwesterly right of way line of Unionville Road, T326, variable width; thence by the southwesterly right of way line of said Unionville Road the following six (6) courses and distances:

S 55° 09' 18" E a distance of 52.72 feet;

N 34° 50' 42" E a distance of 3.00 feet;

S 55° 09' 18" E a distance of 40.00 feet;

S 34° 50' 42" W a distance of 3.00 feet;

S 55° 09' 18" E a distance of 62.41 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 35.00 feet through an arc distance of 35.08 feet to a point on the westerly right of way line of said Perry Highway;

thence by the westerly right of way line of said Perry Highway the following nine (9) courses and distances:

S 02° 15' 55" W a distance of 109.02 feet;

S 13° 34' 31" W a distance of 35.69 feet;

S 08° 02' 50" W a distance of 85.43 feet;

N 87° 44' 05" W a distance of 5.00 feet;

S 01° 43' 48" W a distance of 65.00 feet;

S 87° 44' 05" E a distance of 5.00 feet;

S 02° 35' 57" E a distance of 94.34 feet;

S 02° 15' 55" W a distance of 18.14 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 33.00 feet through an arc distance of 8.25 feet to a point at the intersection of the westerly right of way line of said Perry Highway and the northerly right of way line of said Rochester Road, at the point of beginning.

Containing 122,206 square feet or 2.806 acres.

**Meeder Common Element 14**

All that certain parcel of land, being Lot H and portions of Gress Road, and Soling Alley, private roads in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, 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 Gress Road, private, 50.00 feet wide, at the line dividing Lot H and Lot 158 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10; thence from said point of beginning by a line through Gress Road, N 00° 00' 00" E a distance of 10.67 feet to a point on the southerly side of a curb in Gress Road; thence by the southerly side of a curb in Gress Road, N 90° 00' 00" E a distance of 1.22 feet to a point of curvature; thence continuing by same in a southeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 21.54 feet to a point in Soling Alley, private, 20.00 feet wide in said Meeder Plan Phase One; thence by a line through said Soling Alley, the following five (5) courses and distances:

N 88° 44' 01" E a distance of 0.37 feet;

in a southerly direction by a curve bearing to the right having a radius of 20.00 feet through an arc distance of 9.36 feet, also having a chord bearing of S 13° 24' 07" E and a chord distance of 9.27 feet to a point of tangency;

S 00° 00' 00" E a distance of 18.96 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 6.50 feet through an arc distance of 4.01 feet to a point of tangency;

S 35° 22' 08" W a distance of 34.59 feet to a point;

Thence continuing through Soling Alley and also by the line dividing Lot H and Lot 158 in said Meeder Plan Phase One, N 00° 00' 00" E a distance of 59.95 feet to a point on the southerly right of way line of said Gress Road, at the point of beginning.

Containing 1,094 square feet or 0.025 acres.

**Meeder Common Element 15**

All that certain parcel of land, being a portion of Lot B and portions of Folsom Way and Promenade Street, private streets, in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Main Street, a public street, 62.00 feet wide, and the northerly right of way line of Promenade Street, private, 46.00 feet wide, as shown in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10; thence from said point of beginning by the easterly right of way line of said Main Street in a northerly direction by a curve bearing to the right having a radius of 269.00 feet through an arc distance of 54.63 feet, also having a chord bearing of N 13° 02' 23" E and a chord distance of 54.53 feet to a point; thence by a line through Lot B in said Meeder Plan Phase One S 67° 01' 29" E a distance of 4.30 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 29.33 feet through an arc distance of 39.73 feet to a point on the line dividing Lot B and Lot 285 in said Meeder Plan Phase One; thence by the line dividing Lot B and Lot 285 in said Meeder Plan Phase One S 35° 22' 08" W a distance of 18.70 feet to a point; thence continuing by same S 54° 37' 52" E a distance of 62.84 feet to a point on the generally westerly side of a curb in Folsom Way, private, 20.00 feet wide, as shown in said Meeder Plan Phase One; thence by the generally westerly side of a curb in said Folsom Way S 35° 22' 08" W a distance of 20.17 feet to a point of curvature on the generally northerly side of a curb in said Promenade Street; thence by the generally northerly side of a curb in said Promenade Street in a westerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 9.53 feet to a point of tangency; thence continuing by same N 90° 00' 00" W a distance of 69.18 feet to a point; thence by a line through said Promenade Street the following five (5) courses and distances:

N 71° 13' 19" W a distance of 1.06 feet;

in a westerly direction by a curve bearing to the right having a radius of 19.33 feet through an arc distance of 3.41 feet, also having a chord bearing of N 84° 55' 36" W and a chord distance of 3.40 feet;

in a northerly direction by a curve bearing to the right having a radius of 259.00 feet through an arc distance of 4.24 feet, also having a chord bearing of N 05° 31' 29" E and a chord distance of 4.24 feet to a point of tangency;

N 06° 03' 39" E a distance of 0.79 feet;

N 06° 41' 01" E a distance of 5.06 feet to a point at the intersection of the easterly right of way line of said Main Street and the northerly right of way line of said Promenade Street, at the point of beginning.

Containing 4,106 square feet or 0.094 acres.

**Meeder Common Element 16**

All that certain parcel of land, being Lot 134 and portions of Tillary Lane, Meeder Lane, and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northerly right of way line of Tillary Lane, private, 60.00 feet wide, at the line dividing Lot 134 and Lot 133 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the line dividing Lot 134 and Lot 133 as projected in said Meeder Plan Phase One S 00° 00' 00" E a distance of 4.67 feet to a point on the northerly side of a curb in Tillary Lane; thence by the northerly side of a curb in Tillary Lane the following six (6) courses and distances:

N 90° 00' 00" W a distance of 69.92 feet;

S 40° 00' 00" W a distance of 21.32 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet to a point of tangency;

N 90° 00' 00" W a distance of 25.78 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 20.03 feet through an arc distance of 2.19 feet to a point of compound curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 28.92 feet to a point of tangency on the easterly side of a curb in Meeder Lane, private, 50.00 feet wide;

thence by the easterly side of a curb in Meeder Lane N 00° 00' 00" E a distance of 69.25 feet to a point of curvature; thence continuing by same in a northeasterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 18.99 feet to a point in Soling Alley, private, 20.00 feet wide; thence by a line through Soling Alley the following three (3) courses and distances:

N 00° 01' 15" W a distance of 0.34 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 15.53 feet through an arc distance of 4.65 feet, also having a chord bearing of N 83° 16' 23" E and a chord distance of 4.64 feet, to a point of compound curvature;

in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.98 feet to a point on the southerly right of way line of Soling Alley;



thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point of curvature; thence by a line through Soling Alley in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.98 feet, also having a chord bearing of N 67° 12' 49" E and a chord distance of 3.87 feet to a point of tangency; thence continuing by same S 89° 59' 11" E a distance of 6.58 feet to a point on the line dividing Lot 134 and Lot 133 as projected in said Meeder Plan Phase One; thence by the line dividing Lot 134 and Lot 133 in said Meeder Plan Phase One S 00° 00' 00" E a

distance of 81.25 feet to a point on the northerly right of way line of said Tillary Lane, at the point of beginning.

Containing 12,141 square feet or 0.279 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**Meeder Common Element 17**

All that certain parcel of land, being Lot 133 and portions of Tillary Lane and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northerly right of way line of Tillary Lane, private, 60.00 feet wide, at the line dividing Lot 133 and Lot 132 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the line dividing Lot 133 and Lot 132 as projected in said Meeder Plan Phase One S 00° 00' 00" E a distance of 4.67 feet to a point on the northerly side of a curb in Tillary Lane; thence by the northerly side of a curb in Tillary Lane the following eight (8) courses and distances:

N 90° 00' 00" W a distance of 71.70 feet;

S 40° 00' 00" W a distance of 21.32 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet to a point of tangency;

N 90° 00' 00" W a distance of 4.43 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 6.06 feet to a point of tangency;

N 40° 00' 00" E a distance of 8.96 feet;

N 49° 58' 56" W a distance of 10.50 feet;

N 90° 00' 00" W a distance of 22.84 feet to a point on the line dividing Lot 134 and Lot 133, as projected, a line through Tillary Lane and in said Meeder Plan Phase One;

thence by the line dividing Lot 134 and Lot 133 in said Meeder Plan Phase One N 00° 00' 00" E a distance of 85.92 feet to a point in Soling Alley, private, 20.00 feet wide; thence by a line through Soling Alley S 89° 59' 11" E a distance of 4.79 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.97 feet to a point on the southerly right of way line of Soling Alley; thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point;

thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 15" E and a chord distance of 3.00 feet to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 15" E and a chord distance of 3.00 feet to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 25" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley the following three (3) courses and distances:

N 90° 00' 00" E a distance of 5.08 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the left having a radius of 22.00 feet through an arc distance of 20.98 feet to a point of tangency;

N 35° 22' 08" E a distance of 12.40 feet to a point at the line dividing Lot 133 and Lot 132 in said Meeder Plan Phase One;

thence by the line dividing Lot 133 and Lot 132 in said Meeder Plan Phase One S 00° 00' 00" E a distance of 99.13 feet to a point on the northerly right of way line of said Tillary Lane, at the point of beginning.

Containing 10,625 square feet or 0.244 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**Meeder Common Element 18**

All that certain parcel of land, being Lot 132 and portions of Tillary Lane and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northwesterly right of way line of Main Street, 62.00 feet wide, at the line dividing Lot 131 and Lot 132 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the northwesterly right of way line of Main Street S 35° 22' 08" W a distance of 122.72 feet to a point in Tillary Lane, private, 60.00 feet wide; thence by a line through Tillary Lane the following three (3) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 19.33 feet through an arc distance of 1.00 feet, also having a chord bearing of N 56° 06' 50" W and a chord distance of 1.00 feet, to a point of tangency;

N 54° 37' 52" W a distance of 0.34 feet;

N 73° 24' 33"W a distance of 1.06 feet to a point on the northerly side of a curb in Tillary Lane;

thence by the northerly side of a curb in Tillary Lane the following five (5) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 67.33 feet through an arc distance of 41.62 feet, also having a chord bearing of N 72° 17' 59" W and a chord distance of 40.96 feet, to a point of reverse curvature;

in a northerly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 6.06 feet to a point of tangency;

N 40° 00' 00" E a distance of 8.96 feet;

N 50° 00' 00" W a distance of 10.50 feet;

N 90° 00' 00" W a distance of 34.25 feet to point at the line dividing Lot 132 and Lot 133, as projected, in said Meeder Plan Phase One;

thence continuing through Tillary Lane and by the line dividing Lot 132 and Lot 133 in said Meeder Plan Phase One N 00° 00' 00" E a distance of 103.80 feet to a point on the northeasterly right of way line of Soling Alley, private, 20.00 feet wide; thence by the northeasterly right of way line of Soling Alley N 35° 22' 08" E a distance of 6.07 feet to a point; thence by a line through Soling Alley the following four (4) courses and distances:

N 17° 39' 40" E a distance of 1.76 to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 20.30 feet through an arc distance of 5.71 feet to a point of tangency;

N 35° 22' 08" E a distance of 10.24 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 4.74 feet to a point the easterly right of way line of Soling Alley;

thence by the easterly right of way line of Soling Alley in a northerly direction by a curve bearing to the left having a radius of 25.00 feet through an arc distance of 11.99 feet, also having a chord bearing of N 13° 44' 33" W and a chord distance of 11.88 feet, to a point of tangency; thence continuing by same N 00° 00' 00" E a distance of 23.66 feet to a point at the line dividing Lot 131 and Lot 132 in said Meeder Plan Phase One; thence by the line dividing Lot 131 and Lot 132 in said Meeder Plan Phase One S 54° 37' 52" E a distance of 161.64 feet to the northwesterly right of way line of said Main Street, at the point of beginning.

Containing 17,067 square feet or 0.392 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**AFFIDAVIT FILED**



Instr: 202206200013301  
Pg: 34 F: 1146.75 6/20/2022 12:38 PM  
Michele Mustello T20220010251  
Butler County Recorder PA  
TOTAL TAX \$0.00

**Prepared by and Return to:**  
Rhonda M. Weaver, Esq.  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17108

Cranberry Township  
Butler County, Pennsylvania

**DEED**

MADE the 5<sup>th</sup> day of May 2022,

B E T W E N

**ROCHESTER ROAD INVESTMENT COMPANY**, a Pennsylvania corporation  
(the "Grantor"),

A N D

**MEEDER NEIGHBORHOOD ASSOCIATION, INC.**, a Pennsylvania non-profit corporation  
(the "Grantee")

W I T N E S E T H

That the Grantor, in consideration of ONE DOLLAR (\$1.00), paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to the Grantee:

**ALL THOSE CERTAIN** Common Facilities, together with the improvements located thereon, of Meeder, A Planned Community (the "**Community**"), located in Cranberry Township, Butler County, Pennsylvania, which Common Facilities are part of the Common Elements described in the Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community, dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County (the "**Recorder's Office**"), Pennsylvania as Instrument Number 201902010001910 and on the Declaration Plats and Plans attached thereto (together, as amended from time to time, the "**Declaration**"). The Common Facilities being conveyed hereby are more particularly described on **Exhibit A** attached hereto and made an integral part hereof.



**UNDER AND SUBJECT** to the Declaration including, without limitation, all easement rights reserved or created therein in favor of Grantor; to any and all other covenants, conditions, restrictions, rights-of-way, easements and agreements of record in the aforesaid Office of the Recorder of Deeds; and to matters which a physical inspection and survey of the Common Facilities would disclose.

**BEING** part of the same property that Meeder Family LP, granted and conveyed to Rochester Road Investment Company by deed dated January 29, 2019 and recorded February 1, 2019 in the Recorder's Office as Instrument No. 201902010001905.

**THIS is a conveyance for no consideration from the declarant of the Declaration to the unit owners' association for the Community. The land and improvements hereby conveyed are "common facilities" and have no separate value because the value of each unit in a planned community includes the value of that unit's appurtenant interest in the common facilities. No separate tax shall be imposed against the Common facilities pursuant to Section 5105(b)(1) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. § 5101, et. seq., as amended).**

**FURTHER** this conveyance is exempt from the payment of realty transfer taxes pursuant to 72 P.S. §8102.C.3(21) because the Common Facilities being conveyed should have an assessed value of \$0.00 as explained in the prior paragraph and therefore the tax due would be less than \$1.00.

**AND** the Grantor shall and will **SPECIALY WARRANT** the property hereby conveyed.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the day and year first written above.

ATTEST/WITNESS:

GRANTOR:  
ROCHESTER ROAD INVESTMENT  
COMPANY, a Pennsylvania corporation

By: Laura Curran  
Name: Laura Curran  
Title: Manager of Neighborhood development

By: Anthony Faranda-Diedrich  
Name: Anthony Faranda-Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 5<sup>th</sup> day of May, 2022, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda-Diedrich who acknowledged himself to be the Authorized Signatory of ROCHESTER ROAD INVESTMENT COMPANY, a Pennsylvania corporation, and that he as such Authorized Signatory, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by him self as such Authorized Signatory.

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

Cynthia Klein Lucci  
Notary Public

(SEAL)

My Commission Expires: April 19, 2024

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

CERTIFICATION OF ADDRESS

I hereby certify that the precise business address of the Grantee herein is:

Meeder Neighborhood Association, Inc.  
322 N. Arch Street  
Lancaster, PA 17603

  
\_\_\_\_\_  
Attorney/Agent for Grantee



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

  
Michele M. Mustello - Recorder of Deeds

**EXHIBIT A**

ALL THOSE CERTAIN tracts or parcels of Common Facilities, together with the improvements located thereon, of Meeder, A Planned Community (the "Community") submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as amended (the "Act") by the recording of a Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community, dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania as Instrument Number 201902010001910 (together, and as amended from time to time, the "Declaration"), being more particularly described as Common Elements 1- 18 below:

**[LEGAL DESCRIPTIONS APPEAR ON THE FOLLOWING PAGE]**

**Meeder Common Element 1**

All that certain parcel of land, being Parcel G in the Meeder Plan Phase 7, 10, & 11 as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 388, Page 35, 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 Ogleview Road, T-305, variable width, at the line dividing Parcel G and Lot 12 in the Meeder Plan Phase 7, 10, & 11 as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 388, Page 35; thence from said point of beginning by the line dividing Lot 12 through Lot 1 and Lot 13 in said Meeder Plan Phase 7, 10, & 11, S 88° 32' 15" W a distance of 710.42 feet to a point on the line dividing Parcel G and Lot 13 in said Meeder Plan Phase 7, 10, & 11; thence by the line dividing Parcel G from Lot 13 through Lot 22 in said Meeder Plan Phase 7, 10, & 11, S 00° 31' 38" E a distance of 520.97 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and Parcel "F-Meeder" in Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and Parcel "F-Meeder" in said Meeder Plan Phase One N 90° 00' 00" W a distance of 25.00 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Pittsburgh Lifetime Care Community; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Pittsburgh Lifetime Care Community N 00° 31' 38" W a distance of 545.34 feet to a point on the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Alcoa Commercial Windows LLC; thence by the line dividing Parcel G in said Meeder Plan Phase 7, 10, & 11 and lands now or formerly of Alcoa Commercial Windows LLC, N 88° 32' 15" E a distance of 667.28 feet to a point on the southerly right of way line of said Ogleview Road; thence by the southerly right of way line of said Ogleview Road in an easterly direction by a curve bearing to the left having a radius of 306.50 feet through an arc distance of 72.36 feet, also having a chord bearing of S 71° 12' 06" E and a chord distance of 72.19 feet, to a point on the line dividing Parcel G and Lot 12 in said Meeder Plan Phase 7, 10, & 11, at the point of beginning.

Containing an area of 30,440 square feet or 0.699 acres.

**Meeder Common Element 2**

All that certain parcel of land, being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Parcel A-R and Parcel "F-Meeder" in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10, and lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust; thence from said point of beginning by the line dividing Parcel A-R and Parcel "F-Meeder" in said Meeder Plan Phase One N 90° 00' 00" E a distance of 47.23 feet to a point; thence by a line through Parcel A-R in the said Meeder Plan Phase One, and by the westerly line of Unit 165, S 00° 00' 00" W a distance of 62.00 feet to a point on the northerly right of way line of Gratitude Road; thence by the norther right of way line of Gratitude Road, N 90° 00' 00" E a distance of 5.64 feet to a point at the westerly side of a curb in Gratitude Road; thence by the westerly side of a curb in Gratitude Road, the following six (6) courses and distances:

S 00° 00' 00" W a distance of 0.70 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.33 feet to a point of tangency;

N 89° 59' 55" W a distance of 20.18 feet;

S 00° 00' 05" E a distance of 18.67 feet;

S 89° 59' 55" E a distance of 64.73 feet to a point of curvature;

in southeasterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 15.18 feet to a point on the northerly side of Unit 182;

thence by the northerly side of Unit 182, S 90° 00' 00" W a distance of 82.69 feet to a point in Parcel A-R; thence by a line through Parcel A-R S 00° 00' 00" E a distance of 302.00 feet to a point on the line of the southerly side of Unit 190 as projected; thence by a line through Parcel A-R and also by the southerly side of Unit 190, N 90° 00' 00" E a distance of 82.64 feet to a point on the westerly side of a curb in Roebing Court; thence by the westerly side of a curb in Roebing Court, the following six (6) courses and distances:

in a southerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.19 feet, also having a chord bearing of S 47° 58' 10" W and a chord distance of 12.95 feet, to a point of tangency;

S 90° 00' 00" W a distance of 61.85 feet;

S 00° 00' 00" W a distance of 216.66 feet;

S 90° 00' 00" E a distance of 301.28 feet to a point of curvature;

in an easterly direction by a curve bearing to the left having a radius of 250.33 feet through an arc distance of 56.08 feet to a point of tangency;

N 77° 09' 53" E a distance of 102.50 feet to a point on the westerly right of way line of Parade Street, 28.00 feet wide, private;

thence by the westerly right of way line of Parade Street S 00° 00' 00" E a distance of 33.81 feet to a point on the northerly right of way line of Rochester Road, SR 3022, variable width; thence by the northerly right of way line of said Rochester Road S 88° 56' 05" W a distance of 37.98 feet to a point of curvature; thence continuing by same in a westerly direction by a curve to the left having a radius of 6,776.34 feet through an arc distance of 444.43 feet to a point on the line dividing Parcel A-R in said Meeder Plan Phase One and the lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust; thence by the line dividing Parcel A-R in said Meeder Plan Phase One and the lands now or formerly of James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust N 00° 31' 38" W a distance of 651.38 feet to point common to Parcel A-R and Parcel "F- Meeder" in the Meeder Plan Phase One, and the lands now or formerly of The James A. West and Stephen S. West, Trustees of the 2004 Village of Laurelwood Trust, at the point of beginning.

Containing 24,952 square feet or 0.573 acres.

**Meeder Common Element 3**

All that certain parcel of land being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Plan in Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Roebing Court, private, variable width, S 00° 00' 00" E a distance of 7.85 feet from a point at the northwesterly corner of Unit 232; thence from said point of beginning by the easterly right of way line of Roebing Court S 00° 00' 00" E a distance of 30.82 feet to a point on the generally easterly side a curb in Roebing Court; thence by the generally easterly side a curb in Roebing Court the following four (4) courses and distances:

N 90° 00' 00" W a distance of 3.50 feet to a point of curvature;  
in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
N 00° 00' 00" W a distance of 13.00 feet to a point of curvature;  
in a northeasterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 16.31 feet to a point on the easterly right of way line of said Roebing Court, at the point of beginning.

Containing 217 square feet or 0.005 acres.



**Meeder Common Element 4**

All that certain parcel of land being a portion of Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Roebling Court, private, variable width, N 00° 00' 00" W distant 7.85 feet from the southwesterly corner of Unit 242 at the generally easterly side of a curb; thence from said point of beginning by the generally easterly side of a curb through Roebling Court the following four (4) courses and distances:

in a northwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 16.31 feet, also having a chord bearing of N 31° 50' 59" W and a chord distance of 15.48 feet, to a point of tangency;  
N 00° 00' 00" W a distance of 13.08 feet to a point of curvature;  
in northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
N 90° 00' 00" E a distance of 3.50' to a point on the easterly right of way line of said Roebling Court;

thence by the easterly right of way line of Roebling Court S 00° 00' 00" E a distance of 30.90 feet to a point on the southwesterly corner of said Unit 242, at the point of beginning.

Containing 217 square feet or 0.005 acres.

**Meeder Common Element 5**

All that certain parcel of land being a portion of Parcel A-R and a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Lot D and Parcel A-R in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, and the southerly right of way line of Gratitude Road, private, variable width; thence from said point of beginning by a line through Parcel A-R, and by the southerly right of way line of Gratitude Road, N 00° 00' 00" W a distance of 0.54 feet to a point; thence continuing by same S 90° 00' 00" W a distance of 76.65 feet to a point on the southerly right of way line of Gratitude Road said point also being on the generally southern side of a curb in Gratitude Road; thence along the generally southern side of a curb in Gratitude Road the following five (5) courses and distances:

N 00° 00' 00" W a distance of 1.57 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.07 feet to a point of tangency;  
 N 83° 21' 00" E a distance of 134.91 feet to a point of curvature;  
 in a southeasterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 16.31 feet to a point of tangency;  
 S 00° 00' 00" W a distance of 17.74 feet to a point on the southerly right of way line of Gratitude Road;

thence by the southerly right of way line of Gratitude Road S 90° 00' 00" W a distance of 76.69 feet to a point common to Lot D and Parcel A-R in said Meeder Plan Phase One and the southerly right of way of Gratitude Road, at the point of beginning.

Containing 2932 square feet or 0.067 acres.

**Meeder Common Element 6**

All that certain parcel of land being a portion of Parcel A-R and a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Parcel A-R and Lot D at the southeasterly corner of Unit 199 in the Meeder Plan Phase One and the Northerly right of way line of Roebing Court, private, variable width; thence from said point of beginning by the northerly right of way line of Roebing Court S 00° 00' 00" E a distance of 18.54 feet to a point at the southwesterly corner of Unit 208; thence continuing by same S 90° 00' 00" E a distance of 73.98 feet to a point on a curb in Roebing Court; thence by the generally northerly side of a curb in Roebing Court the following ten (10) courses and distances:

in a southwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 13.98 feet, also having a chord bearing of S 62° 42' 17" W and a chord distance of 13.45 feet to a point of tangency;  
 N 90° 00' 00" W a distance of 69.58 feet to a point of curvature;  
 In a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
 N 00° 00' 00" E a distance of 15.33 feet;  
 N 90° 00' 00" W a distance of 45.66 feet;  
 S 00° 00' 00" E a distance of 15.33 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
 N 90° 00' 00" W a distance of 4.42 feet to a point of curvature;  
 in a north westerly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 15.19 feet to a point of tangency;  
 N 00° 00' 00" E a distance of 15.04 feet to a point on the northerly right of way line of Roebing Court;

thence by the northerly right of way line of Roebing Court S 90° 00' 00" E a distance of 76.65 feet to a point common to Parcel A-R and Lot D at the southeasterly corner of Unit 199 in the Meeder Plan Phase One and the Northerly right of way line of Roebing Court, the point of beginning.

Containing 1386 square feet or 0.032 acres.

**Meeder Common Element 7**

All that certain parcel of land being a portion of Lot D in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the easterly right of way line of Rodney Lane, private, variable width, said point being S 00° 00' 00" E distant 0.29 feet from the northwesterly corner of Unit 224; thence from said point of beginning by the easterly right of way line of Rodney Lane the following three (3) courses and distances:

S 00° 00' 00" E a distance of 82.71 feet;  
 N 90° 00' 00" E a distance of 27.00 feet;  
 S 00° 00' 00" E a distance 82.63 feet to a point on the northerly side of a curb in Roebing Court, private, variable width;

thence by the northerly side a curb in Roebing Court N 90° 00' 00" W a distance of 17.98 feet to a point of curvature; thence continuing by same in a northwesterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 23.00 feet to a point of tangency on the generally easterly side of a curb in said Rodney Lane; thence by the generally easterly side of a curb in Rodney Lane, the following nine (9) courses and distances:

N 00° 00' 00" E a distance of 5.50 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
 N 90° 00' 00" E a distance of 15.33 feet;  
 N 00° 00' 00" E a distance of 45.66 feet;  
 N 90° 00' 00" W a distance of 15.33 feet to a point of curvature;  
 in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
 N 00° 00' 00" W a distance of 85.50 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
 N 90° 00' 00" E a distance of 0.98 feet to a point on the easterly right of way line of said Rodney Lane, at the point of beginning.

Containing 2191 square feet or 0.050 acres.

**Meeder Common Element 8**

All that certain parcel of land, being a portion of Lot E in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Parade Street and Foundation Drive, both private streets shown in said Meeder Plan Phase One, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point common to Unit 231, Unit 227, and Lot E in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10; thence from said point of beginning by the line dividing Lot E and Unit 227, N 00° 00' 00" E a distance of 76.71 feet to a point on the southerly side of a curb in Foundation Drive, private 50.00 feet wide at said point; thence by a line on the southerly side of a curb in Foundation Drive; N 90° 00' 00" E a distance of 13.00 feet to a point of curvature; thence by same in a southeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the easterly side of a curb in Parade Street, private, 34.00 feet wide; thence by the easterly side of a curb in Parade Street the following four (4) courses and distances:

S 00° 00' 00" E a distance of 7.00 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 4.67 feet  
 through an arc distance of 7.34 feet to a point of tangency;  
 N 90° 00' 00" W a distance of 13.33 feet;  
 S 00° 00' 00" E a distance of 45.37 feet to the line dividing Lot E and Unit 231 in said  
 Meeder Plan Phase One;

thence by the line dividing Unit 231 and Lot E in said Meeder Plan Phase One N 90° 00' 00" W a distance of 14.67 feet to a point common to Unit 231, Unit 227 and Lot E in said Meeder Plan Phase One, at the point of beginning.

Containing 1602 square feet or 0.037 acres.

**Meeder Common Element 9**

All that certain parcel of land, being a portion of Parade Street, a private street shown in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point on the generally westerly right of way line of Parade Street, private, 34.00 feet wide being S 00° 00' 00" E distant 0.29 feet from the northeast corner of Unit 231; thence from the point of beginning by a line of the generally westerly side of a curb in Parade Street the following five (5) courses and distances:

N 90° 00' 00" E a distance of 1.00 feet;  
in an easterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 7.34 feet to a point of tangency;  
S 00° 00' 00" E a distance of 67.00 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 4.67 feet and an arc distance of 7.34 feet to a point of tangency;  
S 90° 00' 00" W a distance of 1.00 feet to a point at the westerly right of way line of Parade Street;

thence by the westerly right of way line of Parade Street N 00° 00' 00" W a distance of 76.34 feet to a point on the westerly right of way line of Parade Street, at the point of beginning.

Containing 424 square feet or 0.010 acres.

**Meeder Common Element 10**

All that certain parcel of land, being Lot A in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Meeder Lane, Foundation Drive, and Tillary Lane, all private streets shown in said Meeder Plan Phase One, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the westerly right of way line of Main Street, a public street, 62.00 feet wide, and the southerly right of way line of Tillary Lane, private, 60 feet wide; thence from said point of beginning, by the westerly right of way line of Main Street S 35° 22' 08" W a distance of 124.50 feet to a point of curvature; thence continuing by the same in a southerly direction by a curve to the left having a radius of 331.01 feet through an arc distance of 157.88 feet to a point in Foundation Drive, private, 50.00 feet wide; thence by a line through Fountain Drive N 84° 30' 00" W a distance of 1.32 feet to a point, thence continuing through the same S 76° 43' 19" W a distance of 1.06 feet to a point on the northerly side of a curb in Foundation Drive; thence by the northerly side of said curb in Foundation Drive; the following four (4) courses and distances:

N 84° 30' 00" W a distance of 93.29 feet to a point of curvature;  
 in a westerly direction by a curve bearing to the left having a radius of 114.33 feet through an arc distance of 10.97 feet to a point of tangency;  
 S 90° 00' 00" W a distance of 55.60 feet to a point of curvature;  
 in a northerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the generally the easterly side of a curb in Meeder Lane, private, 50.00 feet wide;

thence by the generally easterly side of said curb in Meeder Lane the following nine (9) courses and distances:

N 00° 00' 00" W a distance of 10.87 feet to a point of curvature;  
 in an easterly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 5.84 feet to a point of tangency;  
 S 54° 38' 02" E a distance of 8.95 feet;  
 N 35° 21' 58" E a distance of 11.20 feet;  
 N 00° 00' 00" W a distance of 132.82 feet;  
 N 54° 38' 02" W a distance of 19.66' to a point of curvature;  
 In a northerly direction by a curve to the right having a radius of 4.67 feet through an arc distance of 4.45 feet to a point of tangency;  
 N 00° 00' 00" W a distance of 52.73 feet to a point of curvature;  
 In a northeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 30.90 feet to a point of tangency on the southerly side of said curb in said Tillary Lane;

thence by the southerly side of said curb in said Tillary Lane, the following seven (7) courses and distances:

S 90° 00' 00" E a distance of 7.16 feet to a point of curvature;  
 In a southeasterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet;  
 S 40° 00' 00" E a distance of 8.27 feet;

S 90° 00' 00" E a distance of 245.86 feet;  
N 40° 00' 00" E a distance of 8.22 feet to a point of curvature;  
in a northeasterly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 3.88 feet to a point of a compound curve;  
in an easterly direction by a curve bearing to the right having a radius of 42.67 feet through an arc distance of 28.18 feet to a point;

thence continuing through said Tillary Lane S 35° 51' 12" E a distance of 1.06 feet to a point; thence continuing through the same S 53° 30' 36" E a distance of 1.32 feet to a point on the easterly right of way line of said Main Street; thence by the easterly right of way line of said Main Street, S 35° 22' 08" W a distance of 12.34 feet to a point at the intersection of the westerly right of way of said Main Street and the southerly right of way line of said Tillary Lane, the point of beginning.

Containing 57,669 square feet or 1.324 acres.



**Meeder Common Element 11**

All that certain parcel of land being a portion of Meeder Lane, a private road in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 11, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the northerly right of way line of Gress Road, private, 50.00 feet wide, and the easterly right of way line of Meeder Lane, private, 50.00 feet wide; thence from said point of beginning by the easterly right of way line of Meeder Lane as projected, S 13° 17' 56" E a distance of 5.14 feet to a point of curvature; thence continuing by the same in a southerly direction by a curve bearing to the right having a radius of 339.61 feet through an arc distance of 5.22 feet to a point on the generally easterly side of a curb in Meeder Lane; thence by the generally easterly side of a curb in Meeder Lane the following four (4) courses and distances:

in a northerly direction by a curve bearing to the right having a radius of 19.68 feet through an arc distance of 21.16 feet also having a chord bearing of N 45° 22' 16" W and a chord distance 20.15 feet, to a point of tangency;  
 N 14° 33' 30" W a distance of 28.13 feet to a point of curvature;  
 in a northerly direction by a curve to the right having a radius of 235.67 feet through an arc distance of 21.10 feet to a point of compound curve;  
 in an easterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 16.40 feet to a point;

thence by the easterly right of way line of Meeder Lane the following three (3) courses and distances:

in a southerly direction by a curve to the left having a radius of 225.00 feet through an arc distance of 29.74 feet, also having a chord bearing of S 10° 43' 20" E and a chord distance of 29.33 feet, to a point of tangency;  
 S 14° 33' 30" E a distance of 31.61 feet;  
 S 14° 11' 47" E a distance of 3.48 feet to a point at the intersection of the northerly right of way line of Gress Road and the easterly right of way line of Meeder Lane, at the point of beginning.

Containing 735 square feet or 0.017 acres.

**Meeder Common Element 12**

All that certain parcel of land, being Lot G in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, and portions of Gress Road, Harlequin Street, and Fiddlers Alley, all private roads shown in said Meeder Plan Phase One, 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 Gress Road, private, 50.00 feet wide, at the line dividing Lot G and Lot 149 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, thence from said point of beginning by the line dividing said Lot G and Lot 149, N 00° 00' 44" W a distance of 73.60 feet to a point on the southerly side of a curb in Fiddlers Alley, private, 20.00 feet wide; thence by the generally southerly side of a curb in Fiddlers Alley, N 57° 30' 00" E a distance of 6.28 feet to a point of curvature; thence continuing by the same in a easterly direction by a curve bearing to the right having a radius of 9.67 feet through an arc distance of 14.33 feet to a point of reverse curve on the generally westerly side of a curb in Harlequin Street, private, 50.00 feet wide; thence by the generally westerly side of a curb in Harlequin Street in a southeasterly direction by a curve bearing to the left having a radius of 199.33 feet through arc distance of 27.81 feet to a point of reverse curvature; thence continuing by same, in a southerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 27.78 feet to a point of tangency on the northwesterly side of a curb in said Gress Road; thence by the northwesterly side of said Gress Road S 35° 22' 08" W a distance of 37.87 feet to a point of curvature; thence continuing by same in a westerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 18.76 feet to a point of tangency on the northerly side of a curb in Gress Road; thence by the northerly side of a curb in Gress Road N 90° 00' 00" W a distance of 0.88 feet to a point; thence continuing through Gress Road N 00° 00' 44" W a distance of 10.67 feet to a point on the northerly right of way line of Gress Road, private, 50.00 feet wide, at the line dividing Lot G and Lot 149 in said Meeder Plan Phase One, the point of beginning.

Containing 2603 square feet or 0.060 acres.

**Meeder Common Element 13**

All that certain parcel of land, being Parcel "B-Meeder" in the Meeder plan as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 8, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the westerly right of way line of Perry Highway, SR 0019, variable width, and the northerly right of way line of Rochester Road, SR 3022, variable width; thence from said point of beginning by the right of way line of said Rochester Road the following five (5) courses and distances:

S 88° 56' 05" W a distance of 62.46 feet;  
 N 01° 03' 45" W a distance of 10.00 feet;  
 S 88° 56' 05" W a distance of 125.00 feet;  
 S 01° 03' 45" E a distance of 10.00 feet;  
 S 88° 56' 05" W a distance of 43.96 feet to a point on the line dividing Parcel "B-Meeder" and Parcel "D- Meeder" in said Meeder plan;

thence by the line dividing Parcel "B Meeder" and Parcel "D- Meeder" in said Meeder plan the following four (4) courses and distances:

N 00° 00' 00" E a distance of 128.58 feet;  
 N 90° 00' 00" E a distance of 17.50 feet;  
 N 00° 00' 00" E a distance of 71.50 feet;  
 N 90° 00' 00" W a distance of 143.00 feet to a point on the line dividing Parcel "B-Meeder" and Parcel "C Meeder" in said Meeder plan;

thence by the line dividing Parcel "B Meeder" and Parcel "C- Meeder" in said Meeder plan, N 35° 22' 08" E a distance of 412.84 feet to a point on the southwesterly right of way line of Unionville Road, T326, variable width; thence by the southwesterly right of way line of said Unionville Road the following six (6) courses and distances:

S 55° 09' 18" E a distance of 52.72 feet;  
 N 34° 50' 42" E a distance of 3.00 feet;  
 S 55° 09' 18" E a distance of 40.00 feet;  
 S 34° 50' 42" W a distance of 3.00 feet;  
 S 55° 09' 18" E a distance of 62.41 feet to a point of curvature;  
 in a southerly direction by a curve bearing to the right having a radius of 35.00 feet through an arc distance of 35.08 feet to a point on the westerly right of way line of said Perry Highway;

thence by the westerly right of way line of said Perry Highway the following nine (9) courses and distances:

S 02° 15' 55" W a distance of 109.02 feet;  
 S 13° 34' 31" W a distance of 35.69 feet;  
 S 08° 02' 50" W a distance of 85.43 feet;  
 N 87° 44' 05" W a distance of 5.00 feet;  
 S 01° 43' 48" W a distance of 65.00 feet;  
 S 87° 44' 05" E a distance of 5.00 feet;

S 02° 35' 57" E a distance of 94.34 feet;  
S 02° 15' 55" W a distance of 18.14 feet to a point of curvature;  
in a southerly direction by a curve bearing to the right having a radius of 33.00 feet  
through an arc distance of 8.25 feet to a point at the intersection of the westerly right  
of way line of said Perry Highway and the northerly right of way line of said  
Rochester Road, at the point of beginning.

Containing 122,206 square feet or 2.806 acres.

**Meeder Common Element 14**

All that certain parcel of land, being Lot H and portions of Gress Road, and Soling Alley, private roads in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, 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 Gress Road, private, 50.00 feet wide, at the line dividing Lot H and Lot 158 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10; thence from said point of beginning by a line through Gress Road, N 00° 00' 00" E a distance of 10.67 feet to a point on the southerly side of a curb in Gress Road; thence by the southerly side of a curb in Gress Road, N 90° 00' 00" E a distance of 1.22 feet to a point of curvature; thence continuing by same in a southeasterly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 21.54 feet to a point in Soling Alley, private, 20.00 feet wide in said Meeder Plan Phase One; thence by a line through said Soling Alley, the following five (5) courses and distances:

N 88° 44' 01" E a distance of 0.37 feet;

in a southerly direction by a curve bearing to the right having a radius of 20.00 feet through an arc distance of 9.36 feet, also having a chord bearing of S 13° 24' 07" E and a chord distance of 9.27 feet to a point of tangency;

S 00° 00' 00" E a distance of 18.96 feet to a point of curvature;

in a southerly direction by a curve bearing to the right having a radius of 6.50 feet through an arc distance of 4.01 feet to a point of tangency;

S 35° 22' 08" W a distance of 34.59 feet to a point;

Thence continuing through Soling Alley and also by the line dividing Lot H and Lot 158 in said Meeder Plan Phase One, N 00° 00' 00" E a distance of 59.95 feet to a point on the southerly right of way line of said Gress Road, at the point of beginning.

Containing 1,094 square feet or 0.025 acres.

**Meeder Common Element 15**

All that certain parcel of land, being a portion of Lot B and portions of Folsom Way and Promenade Street, private streets, in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376 Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning at a point at the intersection of the easterly right of way line of Main Street, a public street, 62.00 feet wide, and the northerly right of way line of Promenade Street, private, 46.00 feet wide, as shown in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book 376, Page 10; thence from said point of beginning by the easterly right of way line of said Main Street in a northerly direction by a curve bearing to the right having a radius of 269.00 feet through an arc distance of 54.63 feet, also having a chord bearing of N 13° 02' 23" E and a chord distance of 54.53 feet to a point; thence by a line through Lot B in said Meeder Plan Phase One S 67° 01' 29" E a distance of 4.30 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 29.33 feet through an arc distance of 39.73 feet to a point on the line dividing Lot B and Lot 285 in said Meeder Plan Phase One; thence by the line dividing Lot B and Lot 285 in said Meeder Plan Phase One S 35° 22' 08" W a distance of 18.70 feet to a point; thence continuing by same S 54° 37' 52" E a distance of 62.84 feet to a point on the generally westerly side of a curb in Folsom Way, private, 20.00 feet wide, as shown in said Meeder Plan Phase One; thence by the generally westerly side of a curb in said Folsom Way S 35° 22' 08" W a distance of 20.17 feet to a point of curvature on the generally northerly side of a curb in said Promenade Street; thence by the generally northerly side of a curb in said Promenade Street in a westerly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 9.53 feet to a point of tangency; thence continuing by same N 90° 00' 00" W a distance of 69.18 feet to a point; thence by a line through said Promenade Street the following five (5) courses and distances:

N 71° 13' 19" W a distance of 1.06 feet;

in a westerly direction by a curve bearing to the right having a radius of 19.33 feet through an arc distance of 3.41 feet, also having a chord bearing of N 84° 55' 36" W and a chord distance of 3.40 feet;

in a northerly direction by a curve bearing to the right having a radius of 259.00 feet through an arc distance of 4.24 feet, also having a chord bearing of N 05° 31' 29" E and a chord distance of 4.24 feet to a point of tangency;

N 06° 03' 39" E a distance of 0.79 feet;

N 06° 41' 01" E a distance of 5.06 feet to a point at the intersection of the easterly right of way line of said Main Street and the northerly right of way line of said Promenade Street, at the point of beginning.

Containing 4,106 square feet or 0.094 acres.

**Meeder Common Element 16**

All that certain parcel of land, being Lot 134 and portions of Tillary Lane, Meeder Lane, and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northerly right of way line of Tillary Lane, private, 60.00 feet wide, at the line dividing Lot 134 and Lot 133 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the line dividing Lot 134 and Lot 133 as projected in said Meeder Plan Phase One S 00° 00' 00" E a distance of 4.67 feet to a point on the northerly side of a curb in Tillary Lane; thence by the northerly side of a curb in Tillary Lane the following six (6) courses and distances:

N 90° 00' 00" W a distance of 69.92 feet;

S 40° 00' 00" W a distance of 21.32 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet to a point of tangency;

N 90° 00' 00" W a distance of 25.78 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 20.03 feet through an arc distance of 2.19 feet to a point of compound curvature;

in a northerly direction by a curve bearing to the right having a radius of 19.67 feet through an arc distance of 28.92 feet to a point of tangency on the easterly side of a curb in Meeder Lane, private, 50.00 feet wide;

thence by the easterly side of a curb in Meeder Lane N 00° 00' 00" E a distance of 69.25 feet to a point of curvature; thence continuing by same in a northeasterly direction by a curve bearing to the right having a radius of 14.67 feet through an arc distance of 18.99 feet to a point in Soling Alley, private, 20.00 feet wide; thence by a line through Soling Alley the following three (3) courses and distances:

N 00° 01' 15" W a distance of 0.34 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 15.53 feet through an arc distance of 4.65 feet, also having a chord bearing of N 83° 16' 23" E and a chord distance of 4.64 feet, to a point of compound curvature;

in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.98 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 10" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point of curvature; thence by a line through Soling Alley in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.98 feet, also having a chord bearing of N 67° 12' 49" E and a chord distance of 3.87 feet to a point of tangency; thence continuing by same S 89° 59' 11" E a distance of 6.58 feet to a point on the line dividing Lot 134 and Lot 133 as projected in said Meeder Plan Phase One; thence by the line dividing Lot 134 and Lot 133 in said Meeder Plan Phase One S 00° 00' 00" E a



distance of 81.25 feet to a point on the northerly right of way line of said Tillary Lane, at the point of beginning.

Containing 12,141 square feet or 0.279 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**Meeder Common Element 17**

All that certain parcel of land, being Lot 133 and portions of Tillary Lane and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northerly right of way line of Tillary Lane, private, 60.00 feet wide, at the line dividing Lot 133 and Lot 132 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the line dividing Lot 133 and Lot 132 as projected in said Meeder Plan Phase One S 00° 00' 00" E a distance of 4.67 feet to a point on the northerly side of a curb in Tillary Lane; thence by the northerly side of a curb in Tillary Lane the following eight (8) courses and distances:

N 90° 00' 00" W a distance of 71.70 feet;

S 40° 00' 00" W a distance of 21.32 feet to a point of curvature;

in a westerly direction by a curve bearing to the right having a radius of 4.67 feet through an arc distance of 4.08 feet to a point of tangency;

N 90° 00' 00" W a distance of 4.43 feet to a point of curvature;

in a northerly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 6.06 feet to a point of tangency;

N 40° 00' 00" E a distance of 8.96 feet;

N 49° 58' 56" W a distance of 10.50 feet;

N 90° 00' 00" W a distance of 22.84 feet to a point on the line dividing Lot 134 and Lot 133, as projected, a line through Tillary Lane and in said Meeder Plan Phase One;

thence by the line dividing Lot 134 and Lot 133 in said Meeder Plan Phase One N 00° 00' 00" E a distance of 85.92 feet to a point in Soling Alley, private, 20.00 feet wide; thence by a line through Soling Alley S 89° 59' 11" E a distance of 4.79 feet to a point of curvature; thence continuing by same in an easterly direction by a curve bearing to the right having a radius of 5.00 feet through an arc distance of 3.97 feet to a point on the southerly right of way line of Soling Alley; thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 21.83 feet to a point;

thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 15" E and a chord distance of 3.00 feet to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 15" E and a chord distance of 3.00 feet to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley N 90° 00' 00" E a distance of 20.80 feet to a point; thence by a line through Soling Alley the following three (3) courses and distances:

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet, also having a chord bearing of N 60° 00' 25" E and a chord distance of 3.00 feet, to a point of tangency;

S 89° 59' 28" E a distance of 1.00 feet to a point of curvature;

in an easterly direction by a curve bearing to the right having a radius of 3.00 feet through an arc distance of 3.14 feet to a point on the southerly right of way line of Soling Alley;

thence by the southerly right of way line of Soling Alley the following three (3) courses and distances:

N 90° 00' 00" E a distance of 5.08 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the left having a radius of 22.00 feet through an arc distance of 20.98 feet to a point of tangency;

N 35° 22' 08" E a distance of 12.40 feet to a point at the line dividing Lot 133 and Lot 132 in said Meeder Plan Phase One;

thence by the line dividing Lot 133 and Lot 132 in said Meeder Plan Phase One S 00° 00' 00" E a distance of 99.13 feet to a point on the northerly right of way line of said Tillary Lane, at the point of beginning.

Containing 10,625 square feet or 0.244 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**Meeder Common Element 18**

All that certain parcel of land, being Lot 132 and portions of Tillary Lane and Soling Alley in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10, situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as follows:

Beginning on the northwesterly right of way line of Main Street, 62.00 feet wide, at the line dividing Lot 131 and Lot 132 in the Meeder Plan Phase One as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Plan Book Volume 376, Page 10; thence from said point of beginning by the northwesterly right of way line of Main Street S 35° 22' 08" W a distance of 122.72 feet to a point in Tillary Lane, private, 60.00 feet wide; thence by a line through Tillary Lane the following three (3) courses and distances:

in a westerly direction by a curve bearing to the right having a radius of 19.33 feet through an arc distance of 1.00 feet, also having a chord bearing of N 56° 06' 50" W and a chord distance of 1.00 feet, to a point of tangency;

N 54° 37' 52" W a distance of 0.34 feet;

N 73° 24' 33" W a distance of 1.06 feet to a point on the northerly side of a curb in Tillary Lane;

thence by the northerly side of a curb in Tillary Lane the following five (5) courses and distances:

in a westerly direction by a curve bearing to the left having a radius of 67.33 feet through an arc distance of 41.62 feet, also having a chord bearing of N 72° 17' 59" W and a chord distance of 40.96 feet, to a point of reverse curvature;

in a northerly direction by a curve bearing to the right having a radius of 2.67 feet through an arc distance of 6.06 feet to a point of tangency;

N 40° 00' 00" E a distance of 8.96 feet;

N 50° 00' 00" W a distance of 10.50 feet;

N 90° 00' 00" W a distance of 34.25 feet to point at the line dividing Lot 132 and Lot 133, as projected, in said Meeder Plan Phase One;

thence continuing through Tillary Lane and by the line dividing Lot 132 and Lot 133 in said Meeder Plan Phase One N 00° 00' 00" E a distance of 103.80 feet to a point on the northeasterly right of way line of Soling Alley, private, 20.00 feet wide; thence by the northeasterly right of way line of Soling Alley N 35° 22' 08" E a distance of 6.07 feet to a point; thence by a line through Soling Alley the following four (4) courses and distances:

N 17° 39' 40" E a distance of 1.76 to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 20.30 feet through an arc distance of 5.71 feet to a point of tangency;

N 35° 22' 08" E a distance of 10.24 feet to a point of curvature;

in a northeasterly direction by a curve bearing to the right having a radius of 10.00 feet through an arc distance of 4.74 feet to a point the easterly right of way line of Soling Alley;

thence by the easterly right of way line of Soling Alley in a northerly direction by a curve bearing to the left having a radius of 25.00 feet through an arc distance of 11.99 feet, also having a chord bearing of N 13° 44' 33" W and a chord distance of 11.88 feet, to a point of tangency; thence continuing by same N 00° 00' 00" E a distance of 23.66 feet to a point at the line dividing Lot 131 and Lot 132 in said Meeder Plan Phase One; thence by the line dividing Lot 131 and Lot 132 in said Meeder Plan Phase One S 54° 37' 52" E a distance of 161.64 feet to the northwesterly right of way line of said Main Street, at the point of beginning.

Containing 17,067 square feet or 0.392 acres.

Excepting and reserving therefrom the area of the as constructed building or buildings on the above described parcel.

**REV-183**  
 BUREAU OF INDIVIDUAL TAXES  
 PO BOX 280603  
 HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX  
 STATEMENT OF VALUE**  
 COMPLETE EACH SECTION

**RECORDER'S USE ONLY**  
 State Tax Paid 0  
 Book \_\_\_\_\_ Page \_\_\_\_\_  
 Instrument Number 202206200013301  
 Date Recorded 6-20-2022

**SECTION I TRANSFER DATA**

Date of Acceptance of Document 5/5/22

Grantor(s)/Lessor(s) Rochester Road Investment Company	Telephone Number	Grantee(s)/Lessee(s) Meeder Neighborhood Association, Inc.	Telephone Number
Mailing Address 322 North Arch Street		Mailing Address 322 North Arch Street	
City Lancaster	State PA	City Lancaster	State PA
ZIP Code 17603		ZIP Code 17603	

**SECTION II REAL ESTATE LOCATION**

Street Address See Schedule A	City, Township, Borough Cranberry Township
County Butler County	School District Seneca Valley
	Tax Parcel Number See Schedule A

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration \$1.00	2. Other Consideration N/A	3. Total Consideration \$1.00
4. County Assessed Value See Schedule A	5. Common Level Ratio Factor 12.66	6. Computed Value See Schedule A

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed See Schedule A
---	---	---

2. Check Appropriate Box Below for Exemption Claimed.
- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagee to a holder of a mortgage in default (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)  
See Schedule A

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name Kaitlan M. Price, Esquire McNeese Wallace & Nurick LLC	Telephone Number 717-232-8000
Mailing Address 100 Pine Street, P.O. Box 1166	City Harrisburg
	State PA
	ZIP Code 17108

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party [Signature] Date 6/15/22

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



SCHEDULE A TO REALITY TRANSFER TAX  
STATEMENT OF VALUE

<u>Common Element #</u>	<u>Tax Parcel Number</u>	<u>Street Address</u>	<u>Percentage of Interest Conveyed</u>	<u>Assessed Value</u>	<u>Computed Value</u> (X12.66 CLR)
1	130.4F108.11WA.0000	Unionville Road	100 %	\$300.00	\$3,798.00
2	130.S45.AR/CONDO.0000	Not Provided	Not Calculable	Not Provided	Not Provided
3	130.S45.AR/CONDO.0000	Not Provided	Not Calculable	Not Provided	Not Provided
4	130.S45.AR/CONDO.0000	Not Provided	Not Calculable	Not Provided	Not Provided
5	130.S45.AR/CONDO.0000; and 130.S45.AD/CONDO.0000	Not Provided	Not Calculable	Not Provided	Not Provided
6	130.S45.AR/CONDO.0000; and 130.S45.AD/CONDO.0000	Not Provided	Not Calculable	Not Provided	Not Provided
7	130.S45.AD/CONDO-0000	Not Provided	Not Calculable	Not Provided	Not Provided
8	130.S45.AE.0000	Parade Street	.037/.04= .925 or 92.5%	\$300.00	\$3,798 x .037/.04= 3,513.15
9	130.S45.AD/CONDO-0000	Not Provided	Not Calculable	Not Provided	Not Provided
10	130-S45-AA-0000	Tillary Lane	100%	\$1,130.00	\$14,305.80
11	Not Assigned	N/A	N/A	N/A	N/A
12	130-S45-AG-0000	Gress Road	100%	\$300.00	\$3,798.00
13	130-4F108-11-0000	20515 Route 19	100%	\$13,020.00	\$164,833.20
14	130-S45-AH-0000	Gress Road	100%	\$300.00	\$3,798.00
15	130-S45-AB-0000	Main Street	.094/ 320= .294 or 29.4%	\$320.00	\$1,190.04



16	130-S45-A134/CON-0000	Not Provided	Not Calculable	Not Provided	Not Provided
17	130-S45-A133/CON-0000	Not Provided	Not Calculable	Not Provided	Not Provided
18	130-S45-A132/CON-0000	Not Provided	Not Calculable	Not Provided	Not Provided

**Exception Claimed:**

This is a conveyance for no consideration from **Rochester Road Investment Company**, the Declarant to the Declaration of Covenants, Restrictions, Easements and Establishment of the Neighborhood Association for Meeder, A Planned Community, to **Meeder Neighborhood Association, Inc.**, the unit owners' association for the Community.

The land and improvements hereby conveyed are "common facilities" and shall have no separate value because the value of each unit in a planned community includes the value of that unit's appurtenant interest in the common facilities. No separate tax shall be imposed against the common facilities pursuant to Section 5105(b)(1) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. § 5101, et. seq., as amended).

Further, this conveyance is exempt from the payment of realty transfer taxes pursuant to 72 P.S. §8102.C.3(21) because the Common Facilities being conveyed should have an assessed value of \$0.00 as explained in the prior paragraph and therefore the tax due would be less than \$1.00.



Instr: 202209150019769

Pgs: 12 F: \$34.50

9/15/2022 2:02 PM

Michele Mustello

T20220015190

Butler County Recorder PA



**Prepared by and return to:**  
Rhonda M. Weaver, Esq.  
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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**FIFTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Fifth Amendment ("Amendment") is made as of this 7 day of September 2022, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. Pursuant to Article XX of the Declaration, Declarant reserved the right, without the consent of any party, to convert to Units, Common Elements (including Limited Common Elements) or any combination thereof, any or all portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time until the expiration of the Development Period ("Conversion Rights").

C. Declarant now desires to exercise its Conversion Rights to convert a portion of the Convertible Real Estate existing to the rear of **Units 165 – 175, inclusive**, into Limited Common Element yards serving each individual Unit, such yards being more particularly described in **Exhibit A** attached hereto and incorporated herein, and depicted on the Amended Plats and Plans attached hereto and incorporated herein as **Exhibit B** (as distinguished from any subdivision and land development phases) (“LCE Yards”).

D. 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 this reference thereto and made apart hereof.

2. The Convertible Real Estate, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the LCE Yards.

3. The Unit Owners for **Units 165 – 175, inclusive**, shall be permitted to install fencing around the LCE Yards; However, such fencing installation shall be subject to the restrictions set forth in Section 9.1.5. of the Declaration, requiring the prior written approval of the Architectural Control Committee (in the manner set forth in Article VI of the Declaration) before the installation of such fencing. The Unit Owner of the LCE Yard in which such fence is installed and intended to benefit shall be responsible for all Maintenance obligations related thereto, at his sole cost and expense.

4. Pursuant to Section 3.1.2. of the Declaration, the following rules shall govern Maintenance of the landscaping—including lawns, plantings such as ground cover, shrubs, bushes and trees—located on such LCE Yards:

(i) The accessible areas of landscaping located on the LCE Yards and 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, shall be Maintained by the Association.

(ii) Any and all additional landscaping of any kind added to the LCE Yards by a Unit Owner or agent thereof shall be Maintained solely by the Unit Owner of such Unit in which the LCE Yard is designed to benefit, at his sole cost and expense.

(iii) Any and all landscaping (whether installed by the Association or by a Unit Owner or agent thereof) within enclosed fences on the LCE Yards shall be deemed not to be accessible and, therefore, shall be maintained by the Unit Owner in which the LCE Yard is intended to benefit, at his sole cost and expense.

5. Notwithstanding anything in the Declaration to the contrary, any and all mechanical systems, including, without limitation air condition compressors, serving an individual Unit may be located on the LCE Yards, with the Maintenance of such mechanical systems being the responsibility of the Unit Owner in which the system is intended to benefit, at his sole cost and expense.

6. The use of the masculine gender in this Amendment shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

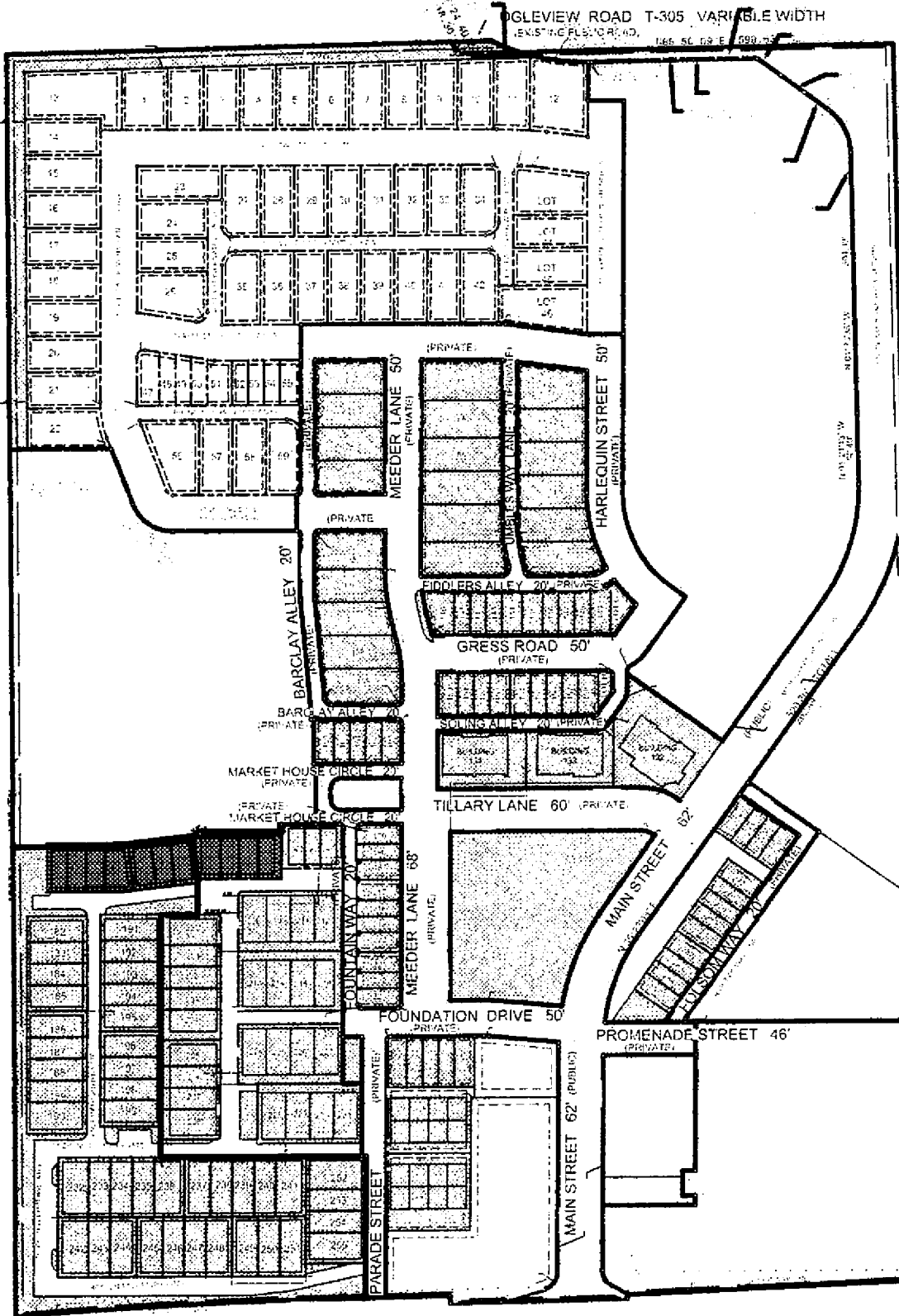
ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described on the Amended Declaration Plats and Plans (as distinguished from any subdivision and land development plan), attached hereto as **Exhibit B**.

**EXHIBIT B****AMENDED DECLARATION PLATS AND PLANS**

The Amended Declaration Plats and Plan for Meeder, A Planned Community, attached as **Exhibit B** to this Amendment, prepared by the Gateway Engineers, Inc., consisting of three (3) pages and dated August 9, 2022, is being recorded in the Recorder's Office, concurrently with the recording of this Amendment, said Amended Declaration Plat for Meeder, A Planned Community is hereby incorporated herein and made an integral part hereof by this reference thereto. Prior certified Plats and Plans are recorded as exhibits to the Declaration recorded in the Butler County Recorder of Deeds Office (Recorder's Office) as Instrument Number 201902010001910, First Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 201910150020630, Second Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 20200616011387, Third Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202102100004033, and Fourth Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202205180010880, and are hereby incorporated by reference herein and remain part of the Plats and Plans for Meeder, A Planned Community, except to the extent shown inconsistent on the attached Amended Declaration Plat for Meeder, A Planned Community.

**LEGEND**

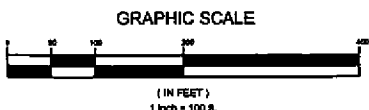
- EASEMENT
- UNIT BOUNDARY
- COMMUNITY
- CONVERT ("N.N.B.B.")
- ADDITIONAL
- LIMITED CO-OPERATED PLANNED COMMUNITY
- EXISTING PLANNED COMMUNITY



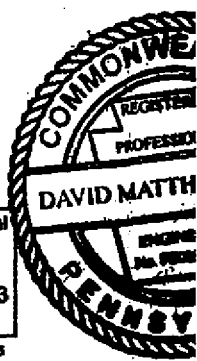
ROCHESTER ROAD SR 3022 VARIABLE WIDTH (EXISTING PUBLIC ROAD)

**DATUM REFERENCE**  
THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON INSTRUMENT NO. 20110602011942, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA

**OWNER:**  
ROCHESTER ROAD INVESTMENT CO.  
1180 DILLERVALE ROAD  
LANCASTER, PA 17601  
PHONE: 717-350-1400



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





SEND

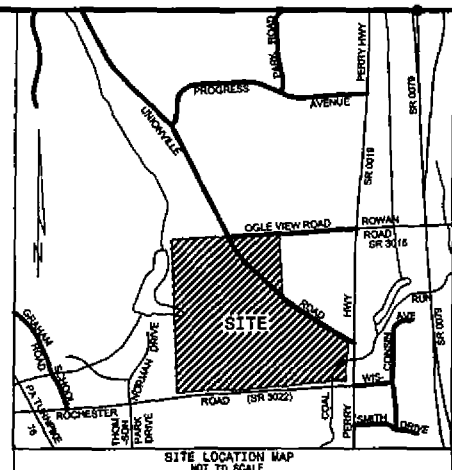
- EASEMENT LINES
- UNIT BOUNDARY LINE
- COMMUNITY BOUNDARY LINE

- CONVERTIBLE/WITHDRAWABLE REAL ESTATE - NEED NOT BE BUILT ("N.N.B.B.")

- ADDITIONAL REAL ESTATE - N.N.B.B.

LIMITED COMMON FACILITY ("LCF") FOR APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 2- M.B.B..

- EXISTING PLANNED COMMUNITY PHASES



PLANNED COMMUNITY NOTES:

1. THE NAME OF THIS PLANNED COMMUNITY IS MEEDER, A PLANNED COMMUNITY (THE "COMMUNITY").
2. THESE PLATS AND PLANS FOR THE COMMUNITY ARE PART OF THE FIFTH AMENDMENT BEING RECORDED CONTEMPORANEOUSLY HERewith ("FIFTH AMENDMENT") TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR MEEDER, A PLANNED COMMUNITY DATED JANUARY 30, 2019 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ("RECORDER'S OFFICE") IN AND FOR BUTLER COUNTY, PENNSYLVANIA AS INSTRUMENT NO. 201902010001910 (THE "DECLARATION").
3. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASES.
4. PRIOR CERTIFIED PLATS AND PLAN FOR THE COMMUNITY, RECORDED AS EXHIBITS TO THE DECLARATION, FIRST AMENDMENT RECORDED AS INSTRUMENT NUMBER 20191015002630, SECOND AMENDMENT RECORDED AS INSTRUMENT NUMBER 202006160011387, THIRD AMENDMENT RECORDED AS INSTRUMENT NUMBER 202102100004033, AND FOURTH AMENDMENT RECORDED AS INSTRUMENT NUMBER 202205180010860 (COLLECTIVELY, THE "PRIOR PLATS AND PLANS") ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND REMAIN PART OF THE PLATS AND PLANS EXCEPT TO THE EXTENT SHOWN HEREON.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND WITHIN PLANNED COMMUNITY PHASE 1 AND 2, AND LABELED "MUST BE BUILT", ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON AND WITHIN THE BOUNDARIES OF THE COMMUNITY ARE CONTEMPLATED IMPROVEMENTS ONLY AND WHICH CONSIST OF CONVERTIBLE REAL ESTATE AND WITHDRAWABLE REAL ESTATE AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS AS SHOWN HEREON IS APPROXIMATE AND IS SUBJECT TO CHANGE. 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.
6. WHETHER OR NOT SPECIFICALLY SHOWN HEREON, THE LOCATION AND DIMENSIONS OF ANY AND ALL PARCELS OF ADDITIONAL REAL ESTATE ARE MORE PARTICULARLY BOUNDED AND DESCRIBED IN EXHIBIT E OF THE DECLARATION. ALL PARCELS OF ADDITIONAL REAL ESTATE ARE HEREBY LABELED "NEED NOT BE BUILT".
7. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION. CONTROLLED FACILITIES ARE DESCRIBED IN ARTICLE V OF THE DECLARATION.
8. EXCEPT FOR THOSE ROADWAYS LABELED AS "PUBLIC" ON THESE PLATS AND PLANS, ALL OTHER PROPOSED ROADWAYS, PRIVATE STREETS, ALLEYS, ACCESS DRIVES, COMMON DRIVEWAYS, AND STREET SIGNAGE IN THE COMMUNITY ARE (I) EXPECTED TO REMAIN PRIVATE, (II) HEREBY DESIGNATED WITHDRAWABLE REAL ESTATE UNLESS INDICATED OTHERWISE ON THESE PLATS AND PLANS, AS MAY BE AMENDED FROM TIME TO TIME, AND (III) ARE CONSIDERED PART OF THE COMMON FACILITIES TO BE MAINTAINED BY THE ASSOCIATION UNLESS OR UNTIL DEDICATED TO AND ACCEPTED BY THE PUBLIC.
9. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 5216 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO(2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND 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.
10. IN ADDITION TO THOSE EASEMENTS DEPICTED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE PARTICULARLY SET FORTH IN SECTION 1.2 AND ARTICLE VII OF THE DECLARATION.

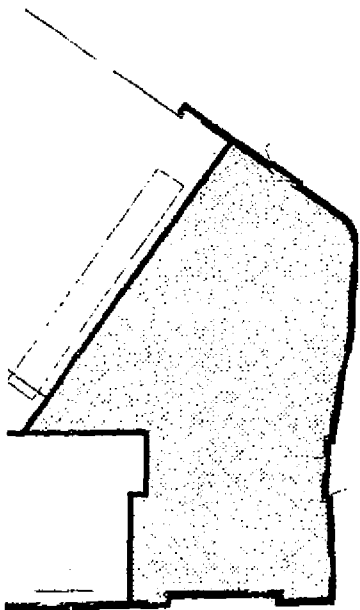


Exhibit "B"



CERTIFICATION: *David M. Heath, Registered Professional Engineer*  
 I, *David M. Heath*, independent of Rochester Road Investment Company, a Pennsylvania corporation, declare that I am a duly licensed Professional Engineer in the Commonwealth of Pennsylvania, License No. 12143, and I am the author of the plans and specifications shown on this plan, and I am not aware of any other person who has prepared or assisted in the preparation of the same for the purpose therein contained.  
 Date: *8/13/2022* (SEAL)

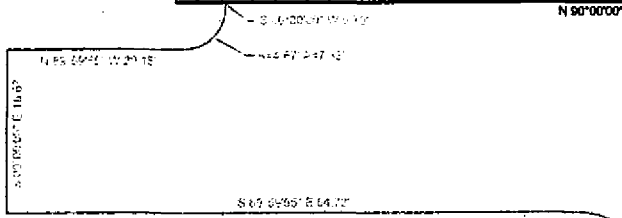
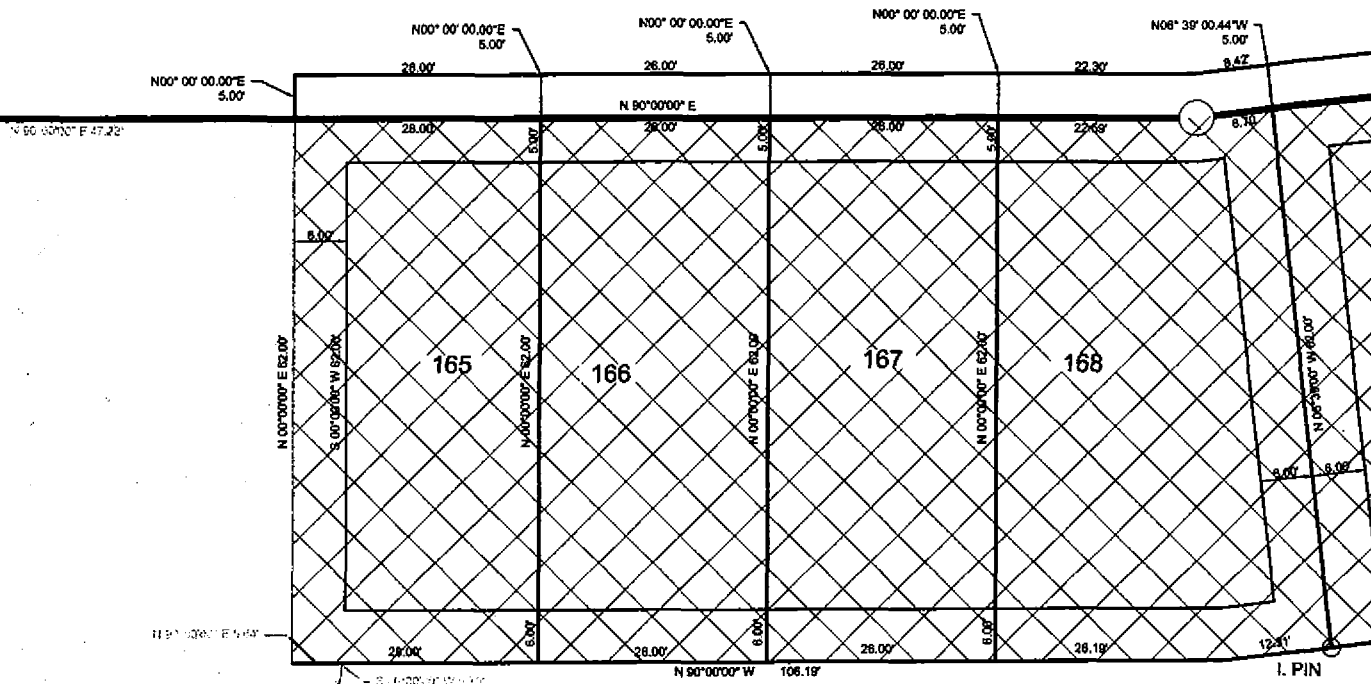
COMMONWEALTH OF PENNSYLVANIA: SS.  
 COUNTY OF: *Butler*  
 On this, the *13th* day of *September*, 2022, before me, the undersigned officer, personally appeared David M. Heath, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.  
*Shirley A. Carlson* (SEAL)  
 Notary Public  
 My Commission Expires: *12/1/2023*

	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-834-8284
	AMENDED DECLARATION PLATS AND PLANS OF MEEDER, A PLANNED COMMUNITY
STATE OF CRANBERRY TOWNSHIP BUTLER COUNTY, PA MADE FOR <b>ROCHESTER ROAD INVESTMENT CO.</b>	
Date: <i>AUGUST 9, 2022</i> Job Number: <i>C-198075025</i> Draw No.: <i>401.045</i> SHEET: 1 OF 3	SCALE: 1" = 100'

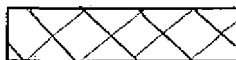
1,202.22' (TOTAL)

N 00°31'38" W



GRATITUDE ROAD

**LEGEND**



- EXISTING PLANNED COMMUNITY PHASES



LIMITED COMMON FACILITY ("LCF") FOR APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 2- M.B.B..

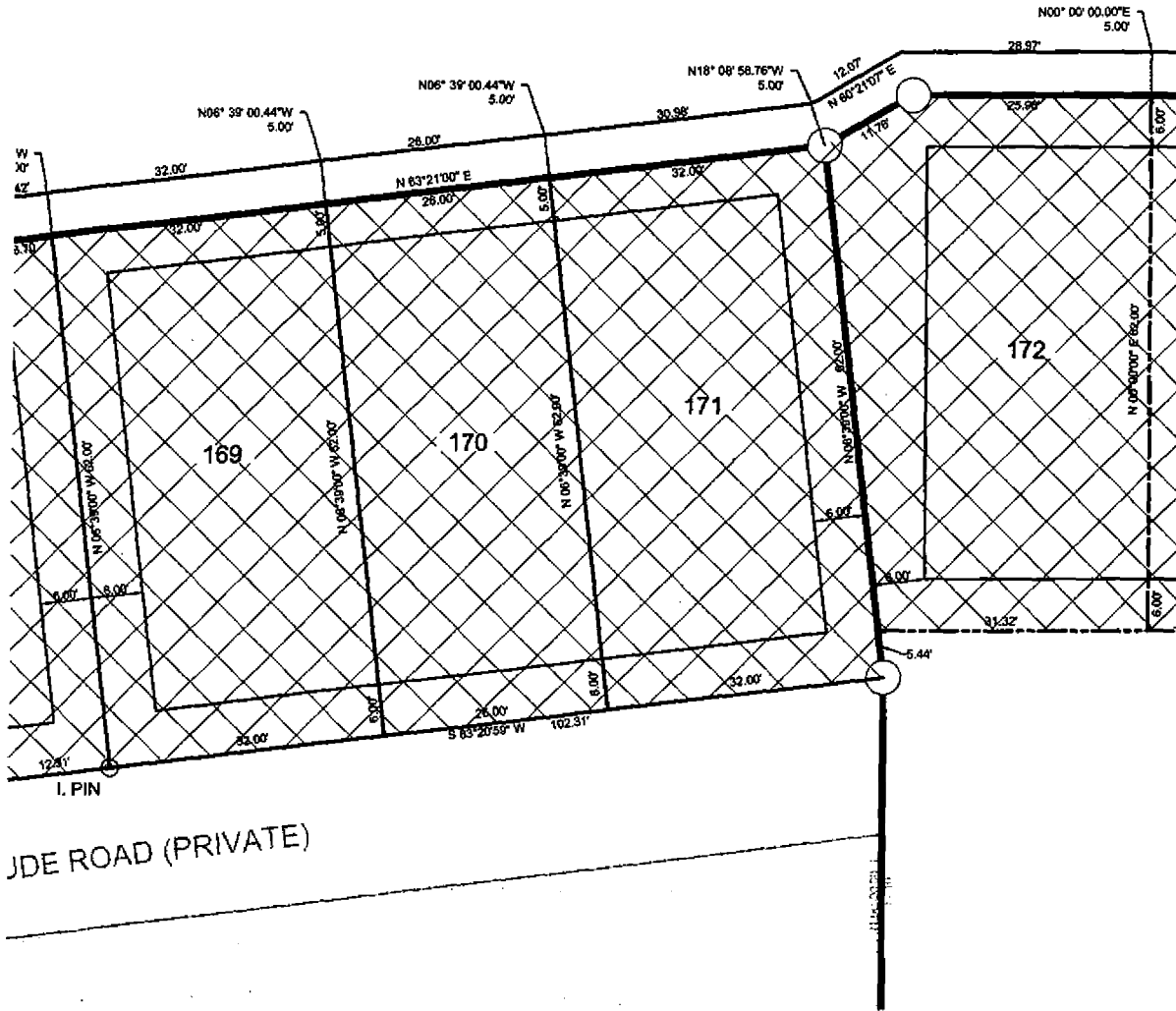
**GRAPHIC SCALE**



(IN FEET)  
1 inch = 10 ft.

**DATUM REFERENCE**  
THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON INSTRUMENT NO. 20110802013342, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA

**OWNER:**  
ROCHESTER ROAD INVESTMENT CO.  
1160 DILLERVILLE ROAD  
LANCASTER, PA 17601  
PHONE: 717-360-1400



I. PIN COORDINATE  
 NAD83 South  
 N39° 07' 14.936"  
 W80° 06' 37.702"



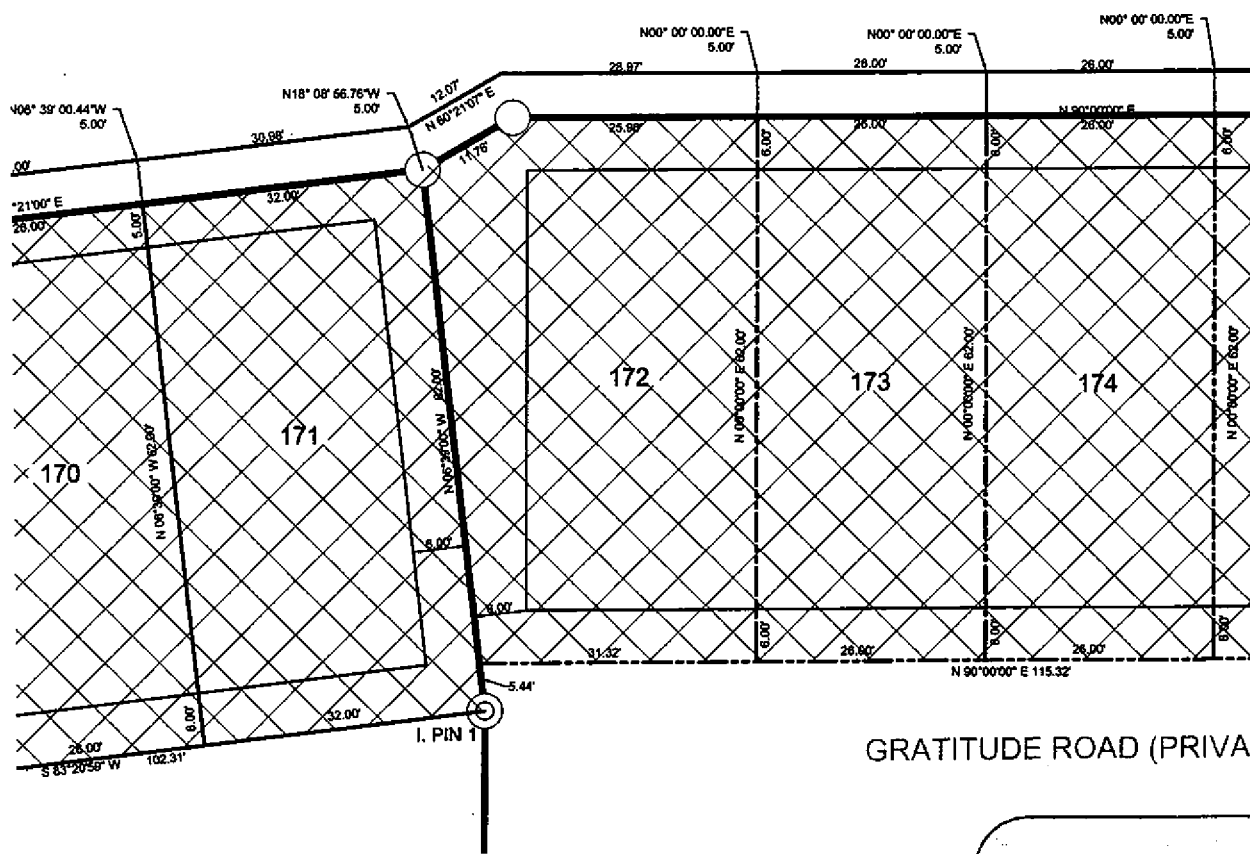
**GATEWAY®**

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9228

AMENDED DECLARATION PLATS AND PLANS  
 OF MEEDER, A PLANNED COMMUNITY

SITUATE IN  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

ROCHESTER ROAD INVESTMENT CO.



I. PIN 1 COORDINATE  
 NAD83 South  
 N40° 42' 01.919"  
 W80° 06' 39.013"

GRAPHIC SCALE



( IN FEET )  
 1 inch = 10 ft.

**LEGEND**

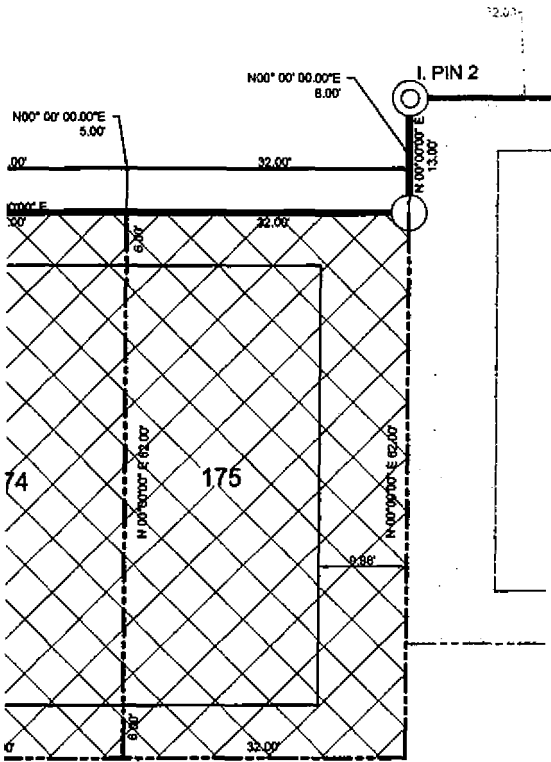


- EXISTING PLANNED COMMUNITY PHASES



LIMITED COMMON FACILITY ("LCF") FOR APPLICABLE UNITS IN PLANNED COMMUNITY PHASE 2- M.B.E..

I. PIN 2 COORDINATE  
 NAD83 South  
 N40° 42' 02.744"  
 W80° 06' 37.552"



AD (PRIVATE)

**DATUM REFERENCE**  
 THE MERIDIAN SHOWN ON THIS PLAN IS BASED ON INSTRUMENT NO. 20110802013342, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF BUTLER COUNTY, PENNSYLVANIA

**OWNER:**  
 ROCHESTER ROAD INVESTMENT CO.  
 1100 DILLERVILLE ROAD  
 LANCASTER, PA 17601  
 PHONE: 717-560-1400



**GATEWAY®**

The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McMorris Road, Pittsburgh, PA 15205  
 gatewayengineers.com 855-634-9228

**AMENDED DECLARATION PLATS AND PLANS OF MEEDER, A PLANNED COMMUNITY**

SITUATE IN:  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA  
 MADE FOR

**ROCHESTER ROAD INVESTMENT CO.**



Instr: 202302140002094

Pgs: 21 F: \$54.50

Michele Mustello  
Butler County Recorder PA

2/14/2023 12:02 PM

T20230001724



**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 "Meeder,  
A Planned Community" in both  
the Grantor and Grantee indexes.

**SIXTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 31<sup>st</sup> day of January, 2023, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office"), as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period.

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630 and Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033, Declarant converted a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred forty-five (245).

E. Declarant now desires to convert the portion of the Convertible Real Estate which is described in **Exhibit A** hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community to two hundred sixty-eight (268).

F. 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 this reference thereto and made apart hereof.

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

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

4. A Certificate of Completion for Unit Nos. 88 – 110 is attached hereto and made a part hereof as **Exhibit D**.

5. Except as modified by this Amendment, all of the terms and provisions of the Community Documents and the Declaration are hereby expressly ratified and confirmed and 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]***



IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By *Anthony Feranda-Diedrich*  
Name: Anthony Feranda-Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF Lancaster

On this, the 31<sup>st</sup> day of January, 2023, before me, a Notary Public, the undersigned officer, personally appeared Anthony Feranda-Diedrich, who acknowledged him self to be the Authorized Signatory of Rochester Road Investment Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him self as such officer.

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

*Cynthia K. Lucci*  
Notary Public

(SEAL)

My commission expires: April 19, 2024

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386

Member, Pennsylvania Association of Notaries



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 3 (as distinguished from any subdivision and land development phase) on the Plats and Plans for Planned Community Phase 3, attached hereto as **Exhibit B**.

Planned Community Phase 3 consists of **Unit Nos. 88 – 110, inclusive**, together with any Limited Common Elements appurtenant to such Units.

**EXHIBIT B**

**PLATS AND PLANS  
Planned Community Phase 3**

The attached Certification, together with the documents referred to in Section 1 therein, shall collectively constitute the Plats and Plans for Planned Community Phase 3 as permitted by Section 5210(i) of the Act. The said Plats and Plans for Planned Community Phase 3 are hereby incorporated herein and made an integral part hereof by this reference thereto. To the extent not inconsistent with the Plats and Plans for Planned Community Phase 3, all prior certified plats and plans for Meeder, A Planned Community are 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. 085175**), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, 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. Except as otherwise stated herein, all information pertaining to Planned Community Phase 3 that is required by Section 5210 of Act is contained in:

(i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder's Office as Instrument No. 201901280001588 ("Meeder Plan");

(ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, and recorded in the Recorder's Office as Instrument No. 201902010001908;

(iii) that certain subdivision plan prepared for Rochester Road Investment Co., titled MEEDER PLAN PHASE 7, 10 & 11, and recorded in the Recorder's Office as Instrument No. 202010220023783; and

(iv) that certain subdivision plan consisting of eleven (11) pages title MEEDER PLAN PHASE 8 & 9 and recorded in the Recorder's Office as Instrument No. 202212220025805 (collectively, the "Plans").

All information pertaining to Planned Community Phase 3 and required by Section 5210 of the Act that is not contained in the Plans is set forth below.

2. This Certification, and to the extent not inconsistent with this Certification, all prior plats and plats and certifications for the Community, 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 "Meeder, A Planned Community."

4. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan, as more particularly described on Exhibit "A" to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community, dated January 30, 2019 and recorded as Instrument No. 201902010001910 (the "Declaration").

5. Except for the Units, Common Elements and Limited Common Elements located within Planned Community Phase 1(A), 2, and 3 as described in the Declaration, all proposed improvements shown on the Plans and on all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate 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 Plans is subject to change without notice.

6. The Convertible Real Estate and/or Withdrawable Real Estate is the Community as described on Exhibit “A” to the Declaration **less and excepting therefrom** Planned Community Phases 1(A), 2, and 3 as described in the Declaration.

7. The Additional Real Estate is more particularly described on Exhibit “E” of the Declaration.

8. Planned Community Phase 3 is comprised of:

- a. **Unit Nos. 88 through 110, inclusive;** and
- b. Any Limited Common Elements appurtenant thereto, as described in Article III of the Declaration.

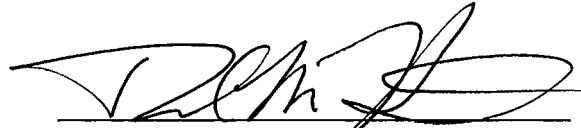
9. **Unit Nos. 88 through 110, inclusive,** are Type B Units as described in Section 2.2.2 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plans (including, without limitation, any dwelling or other building or structure located within said boundaries, and to the centerline of any Party Wall, as defined and described in the Declaration). There are no horizontal (i.e., upper and lower) boundaries for said Units.

10. There is no real estate in which a Unit Owner will own only an estate for years.

11. Subject to Declarant right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

**[Signature Page Follows]**

Dated: January 30, 2023



Name: **DAVID M. HEATH**

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

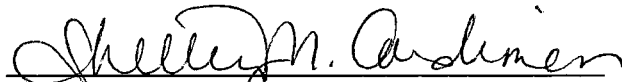
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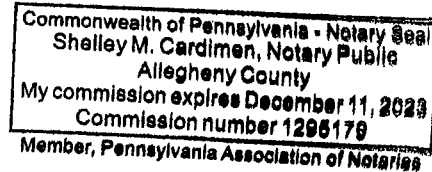
COUNTY OF Allegheny

On this, the 30 day of January, 2023, before me, the undersigned officer, personally appeared **DAVID M. HEALTH**, 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 C

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

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	0.3731	1
61	Type A	0.3731	1
62	Type A	0.3731	1
63	Type A	0.3731	1
64	Type A	0.3731	1
65	Type A	0.3731	1
66	Type A	0.3731	1
67	Type A	0.3731	1
68	Type A	0.3731	1
69	Type A	0.3731	1
70	Type A	0.3731	1
71	Type A	0.3731	1
72	Type A	0.3731	1
73	Type A	0.3731	1
74	Type A	0.3731	1
75	Type A	0.3731	1
135	Type A	0.3731	1
136	Type A	0.3731	1
137	Type A	0.3731	1
138	Type A	0.3731	1
139	Type A	0.3731	1
140	Type B	0.3731	1

141	Type B	0.3731	1
142	Type B	0.3731	1
143	Type B	0.3731	1
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201	Type D	0.3731	1



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262E	Type D	0.3731	1
262F	Type D	0.3731	1
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133C	Type E – Residential	0.3731	1
133D	Type E – Residential	0.3731	1
133E	Type E – Non-Residential	0.3731	1
134A	Type E – Residential	0.3731	1
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134C	Type E – Residential	0.3731	1
134D	Type E – Residential	0.3731	1
134E	Type E – Non-Residential	0.3731	1
134F	Type E – Non-Residential	0.3731	1

Newly Discovered Components by Placeholder			
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106	Type B	0.3731	1
107	Type B	0.3731	1
108	Type B	0.3731	1
109	Type B	0.3731	1
110	Type B	0.3731	1
<b>TOTAL (268 Units)</b>		<b>99.96%</b>	<b>268</b>



**EXHIBIT D**  
**CERTIFICATE OF COMPLETION**  
**FOR**  
**MEEDER, A PLANNED COMMUNITY**

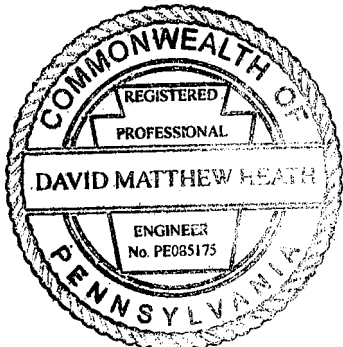
The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company**, a Pennsylvania corporation, the declarant ("Declarant") of Meeder, A Planned Community (the "Community") located in Cranberry Township, Butler County, Pennsylvania, and created pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Homeowners Association for Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 88 – 110, inclusive** (collectively, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of such Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units 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 Follows]]**

IN WITNESS WHEREOF, this Certificate is executed this 30 day of January, 2023.

(Professional Seal)

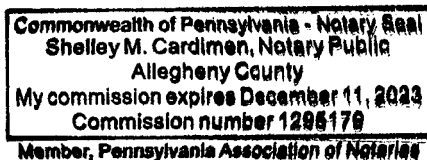


[Signature]  
Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this, the 30<sup>th</sup> 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.



[Signature]  
Notary Public



Instr: 202310100015125

Pgs: 22 F: 586.50

Michele Muntello

Butler County Recorder PA

10/10/2023 12:44 PM

T20230012157



**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**SEVENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 2nd day of <sup>October</sup> September, 2023, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033 and Sixth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202302140002094, Declarant exercised its conversion rights to convert a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred sixty-eight (268).

E. Declarant now desires to exercise its Conversion Rights to convert the portion of Convertible Real Estate described in **Exhibit A** hereto and referred to herein as the "Converted Real Estate" into Units and Limited Common Elements (if any) as hereinafter provided, thus increasing the total number of Units in the Community to two hundred eighty-eight (288).

F. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto (if any) as shown on the Amended Declaration Plats and Plans for Planned Community Phase 4 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof (the "Amended Plats and Plans").

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

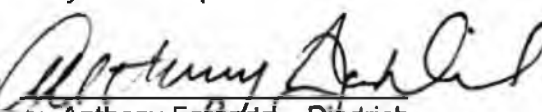
4. A Certificate of Completion for **Unit Nos. 77 – 87, inclusive; and 303 – 311, inclusive**, is attached hereto and made a part hereof as **Exhibit D**.

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

***[Signature page to follow]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

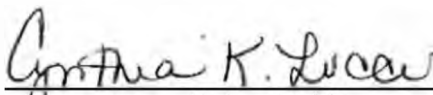
**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By:   
Name: Anthony Faranda - Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the and day of October ~~September~~, 2023, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda - Diedrich, who acknowledged himself to be the Authorized Signatory of Rochester Road Investment Company, a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

  
Notary Public

(SEAL)

My commission expires: April 19, 2024

  
I hereby CERTIFY  
that this document is  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania  
  
Michele M. Mustella - Recorder of Deeds

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 4 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto as **Exhibit B**.

Planned Community Phase 4 consists of **Unit Nos. 77 – 87, inclusive; and 303 – 311, inclusive**, together with any Limited Common Elements appurtenant to such Units (if any).

**EXHIBIT B**

**AMENDED PLATS AND PLANS**

The attached Certification, together with the documents referred to in Section 1 therein, shall collectively constitute the Amended Plats and Plans as permitted by Section 5210(i) of the Act. The said Amended Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto. To the extent not inconsistent with the Amended Plats and Plans, all prior certified Plats and Plans for Meeder, A Planned Community are 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. 085175**), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, 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. Except as otherwise stated herein, all information pertaining to Planned Community Phase 4 that is required by Section 5210 of Act is contained in:

(i) that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder's Office as Instrument No. 201901280001588 ("Meeder Plan");

(ii) that certain subdivision plan consisting of three (3) pages made for Rochester Road Investment Co., dated January 4, 2019, and titled MEEDER PLAN PHASE ONE, and recorded in the Recorder's Office as Instrument No. 201902010001908;

(iii) that certain subdivision plan prepared for Rochester Road Investment Co., titled MEEDER PLAN PHASE 7, 10 & 11, and recorded in the Recorder's Office as Instrument No. 202010220023783; and

(iv) that certain subdivision plan consisting of eleven (11) pages title MEEDER PLAN PHASE 8 & 9 and recorded in the Recorder's Office as Instrument No. 202212220025805 (collectively, the "Plans").

All information pertaining to Planned Community Phase 4 and required by Section 5210 of the Act that is not contained in the Plans is set forth below.

2. This Certification, and to the extent not inconsistent with this Certification, all prior Plats and Plans and Certifications for the Community, 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 "Meeder, A Planned Community."

4. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan, as more particularly described on Exhibit "A" to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community, dated January 30, 2019 and recorded as Instrument No. 201902010001910 (the "Declaration", as amended from time to time).

5. Except for the Units, Common Elements and Limited Common Elements located within Planned Community Phase 1(A), 2, 3 and 4, as described in the Declaration, all proposed improvements shown on the Plans and all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate 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 Plans is subject to change without notice.

6. The Convertible Real Estate and/or Withdrawable Real Estate is the Community as described on Exhibit "A" to the Declaration **less and excepting therefrom** Planned Community Phases 1(A), 2, 3 and 4 as described in the Declaration.

7. The Additional Real Estate is more particularly described on Exhibit "E" of the Declaration, less and excepting therefrom any portion thereof that is now part of the Property.

8. Planned Community Phase 4 is comprised of:

- a. **Unit Nos. 77 – 87, inclusive; and 303 – 311, inclusive;** and
- b. Any Limited Common Elements appurtenant thereto, as described in Article III of the Declaration (if any).

9. **Unit Nos. 77 – 87, inclusive; and 303 – 311, inclusive,** are Type B Units as described in Section 2.2.2 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plans (including, without limitation, any dwelling or other building or structure located within said boundaries, and to the centerline of any Party Wall, as defined and described in the Declaration). There are no horizontal (i.e., upper and lower) boundaries for said Units.

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.

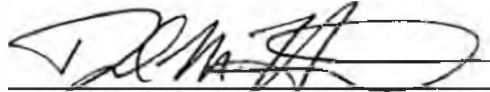
12. There is no real estate in which a Unit Owner will own only an estate for years.

13. Subject to Declarant's right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

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

**[Signature Page Follows]**

Dated: September 22, 2023



Name: **DAVID M. HEATH**

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

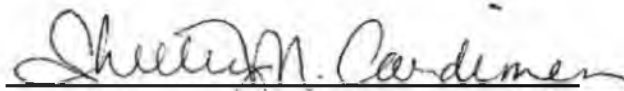
:  
:  
:

SS:

COUNTY OF ALLEGHENY

On this, the 22nd day of September, 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. *HEATH*

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



Notary Public

My Commission Expires:

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 C

ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3472	1
61	Type A	.3472	1
62	Type A	.3472	1
63	Type A	.3472	1
64	Type A	.3472	1
65	Type A	.3472	1
66	Type A	.3472	1
67	Type A	.3472	1
68	Type A	.3472	1
69	Type A	.3472	1
70	Type A	.3472	1
71	Type A	.3472	1
72	Type A	.3472	1
73	Type A	.3472	1
74	Type A	.3472	1
75	Type A	.3472	1
135	Type A	.3472	1
136	Type A	.3472	1
137	Type A	.3472	1
138	Type A	.3472	1
139	Type A	.3472	1
140	Type B	.3472	1

141	Type B	.3472	1
142	Type B	.3472	1
143	Type B	.3472	1
144	Type B	.3472	1
145	Type B	.3472	1
146	Type B	.3472	1
147	Type B	.3472	1
148	Type B	.3472	1
149	Type B	.3472	1
150	Type B	.3472	1
151	Type B	.3472	1
152	Type B	.3472	1
153	Type B	.3472	1
154	Type B	.3472	1
155	Type B	.3472	1
156	Type B	.3472	1
157	Type B	.3472	1
158	Type B	.3472	1
159	Type B	.3472	1
160	Type B	.3472	1
161	Type B	.3472	1
162	Type B	.3472	1
163	Type B	.3472	1
179	Type B	.3472	1
180	Type B	.3472	1
181	Type B	.3472	1
200	Type D	.3472	1
201	Type D	.3472	1
202	Type D	.3472	1

203	Type D	.3472	1
204	Type D	.3472	1
205	Type D	.3472	1
206	Type D	.3472	1
207	Type D	.3472	1
208	Type D	.3472	1
209	Type D	.3472	1
210	Type D	.3472	1
211	Type D	.3472	1
212	Type D	.3472	1
213	Type D	.3472	1
214	Type D	.3472	1
215	Type D	.3472	1
216	Type D	.3472	1
217	Type B	.3472	1
218	Type B	.3472	1
219	Type B	.3472	1
220	Type B	.3472	1
221	Type B	.3472	1
222	Type B	.3472	1
223	Type B	.3472	1
224	Type D	.3472	1
225	Type D	.3472	1
226	Type D	.3472	1
227	Type D	.3472	1
228	Type D	.3472	1
229	Type D	.3472	1
230	Type D	.3472	1
231	Type D	.3472	1

256	Type B	.3472	1
257	Type B	.3472	1
258	Type B	.3472	1
259	Type B	.3472	1
260	Type B	.3472	1
262A	Type D	.3472	1
262B	Type D	.3472	1
262C	Type D	.3472	1
262D	Type D	.3472	1
262E	Type D	.3472	1
262F	Type D	.3472	1
262G	Type D	.3472	1
262H	Type D	.3472	1
263A	Type D	.3472	1
263B	Type D	.3472	1
263C	Type D	.3472	1
263D	Type D	.3472	1
263E	Type D	.3472	1
263F	Type D	.3472	1
263G	Type D	.3472	1
263H	Type D	.3472	1
273	Type B	.3472	1
274	Type B	.3472	1
275	Type B	.3472	1
276	Type B	.3472	1
277	Type B	.3472	1
278	Type B	.3472	1
279	Type B	.3472	1
280	Type B	.3472	1

281	Type B	.3472	1
282	Type B	.3472	1
283	Type B	.3472	1
284	Type B	.3472	1
285	Type B	.3472	1
<b>Existing Planned Community Phase 2</b>			
1	Type A	.3472	1
2	Type A	.3472	1
3	Type A	.3472	1
4	Type A	.3472	1
5	Type A	.3472	1
6	Type A	.3472	1
7	Type A	.3472	1
8	Type A	.3472	1
9	Type A	.3472	1
10	Type A	.3472	1
11	Type A	.3472	1
12	Type A	.3472	1
13	Type A	.3472	1
14	Type A	.3472	1
15	Type A	.3472	1
16	Type A	.3472	1
17	Type A	.3472	1
18	Type A	.3472	1
19	Type A	.3472	1
20	Type A	.3472	1
21	Type A	.3472	1
22	Type A	.3472	1
23	Type A	.3472	1



24	Type A	.3472	1
25	Type A	.3472	1
26	Type A	.3472	1
27	Type A	.3472	1
28	Type A	.3472	1
29	Type A	.3472	1
30	Type A	.3472	1
31	Type A	.3472	1
32	Type A	.3472	1
33	Type A	.3472	1
34	Type A	.3472	1
35	Type A	.3472	1
36	Type A	.3472	1
37	Type A	.3472	1
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39	Type A	.3472	1
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44	Type A	.3472	1
45	Type A	.3472	1
46	Type A	.3472	1
47	Type B	.3472	1
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51	Type B	.3472	1
52	Type B	.3472	1

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56	Type A	.3472	1
57	Type A	.3472	1
58	Type A	.3472	1
59	Type A	.3472	1
165	Type B	.3472	1
166	Type B	.3472	1
167	Type B	.3472	1
168	Type B	.3472	1
169	Type B	.3472	1
170	Type B	.3472	1
171	Type B	.3472	1
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175	Type B	.3472	1
176	Type B	.3472	1
177	Type B	.3472	1
178	Type B	.3472	1
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183	Type D	.3472	1
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197	Type D	.3472	1
198	Type D	.3472	1
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233	Type D	.3472	1
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236	Type D	.3472	1
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242	Type D	.3472	1
243	Type D	.3472	1
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245	Type D	.3472	1
246	Type D	.3472	1
247	Type D	.3472	1
248	Type D	.3472	1
249	Type D	.3472	1
250	Type D	.3472	1

251	Type D	.3472	1
252	Type D	.3472	1
253	Type D	.3472	1
254	Type D	.3472	1
255	Type D	.3472	1
132A	Type E – Residential	.3472	1
132B	Type E – Residential	.3472	1
132C	Type E – Residential	.3472	1
132D	Type E – Residential	.3472	1
132E	Type E – Non-Residential	.3472	1
133A	Type E – Residential	.3472	1
133B	Type E – Residential	.3472	1
133C	Type E – Residential	.3472	1
133D	Type E – Residential	.3472	1
133E	Type E – Non-Residential	.3472	1
134A	Type E – Residential	.3472	1
134B	Type E – Residential	.3472	1
134C	Type E – Residential	.3472	1
134D	Type E – Residential	.3472	1
134E	Type E – Non-Residential	.3472	1
134F	Type E – Non-Residential	.3472	1
<b>Existing Planned Community Phase 3</b>			
88	Type B	.3472	1
89	Type B	.3472	1
90	Type B	.3472	1
91	Type B	.3472	1
92	Type B	.3472	1
93	Type B	.3472	1
94	Type B	.3472	1

95	Type B	.3472	1
96	Type B	.3472	1
97	Type B	.3472	1
98	Type B	.3472	1
99	Type B	.3472	1
100	Type B	.3472	1
101	Type B	.3472	1
102	Type B	.3472	1
103	Type B	.3472	1
104	Type B	.3472	1
105	Type B	.3472	1
106	Type B	.3472	1
107	Type B	.3472	1
108	Type B	.3472	1
109	Type B	.3472	1
110	Type B	.3472	1
<b>New Planned Community Phase 4</b>			
77	Type B	.3472	1
78	Type B	.3472	1
79	Type B	.3472	1
80	Type B	.3472	1
81	Type B	.3472	1
82	Type B	.3472	1
83	Type B	.3472	1
84	Type B	.3472	1
85	Type B	.3472	1
86	Type B	.3472	1
87	Type B	.3472	1
303	Type B	.3472	1

304	Type B	.3472	1
305	Type B	.3472	1
306	Type B	.3472	1
307	Type B	.3472	1
308	Type B	.3472	1
309	Type B	.3472	1
310	Type B	.3472	1
311	Type B	.3472	1
<b>TOTAL (288 Units)</b>			
		<b>99.99%</b>	<b>288</b>

**EXHIBIT D**  
**CERTIFICATE OF COMPLETION**  
**FOR**  
**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company**, a Pennsylvania corporation, the declarant ("Declarant") of Meeder, A Planned Community (the "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 Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 77 – 87, inclusive; and 303 – 311, inclusive** (collectively, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of such Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units 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 Follows]]**

IN WITNESS WHEREOF, this Certificate is executed this 22 day of September, 2023.

(Professional Seal)

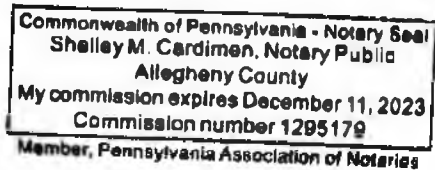


Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this, the 22nd day of September, 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





Instr: 202311130017002

Fee: 20 F: \$52.50

11/13/2023 1:04 PM

Michele Mustello

T20230013658

Butler County Recorder PA

X

**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**EIGHTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 8<sup>th</sup> day of November, 2023, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033, Fourth Amendment to the Declaration recorded with the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to Declaration recorded with the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202302140002094, and Seventh Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202310100015125, Declarant exercised its conversion rights to convert a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred eighty-eight (288).

E. Declarant now desires to exercise its Conversion Rights to convert the portion of Convertible Real Estate described in **Exhibit A** hereto and referred to herein as the "Converted Real Estate" into Units and Limited Common Elements (if any) as hereinafter provided, thus increasing the total number of Units in the Community to two hundred ninety-two (292).

F. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto (if any) as shown on the Amended

Declaration Plats and Plans for Planned Community Phase 5 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof (the "Amended Plats and Plans").

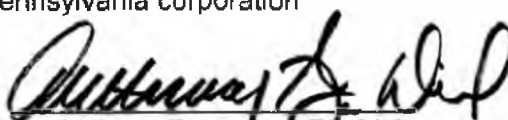
3. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reallocates the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C**, attached hereto and made a part hereof.

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

***[Signature page follows.]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

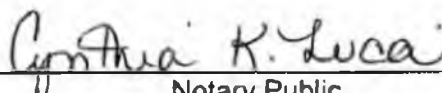
**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By:   
Name: Anthony Faranda - Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 8th day of November, 2023, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda - Diedrich, who acknowledged himself to be the Authorized Signatory of Rochester Road Investment Company, a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

  
Notary Public

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries

My commission expires: April 19, 2024

[Signature Page]



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

  
Michele M. Mustello - Recorder of Deeds

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 5 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto as **Exhibit B**.

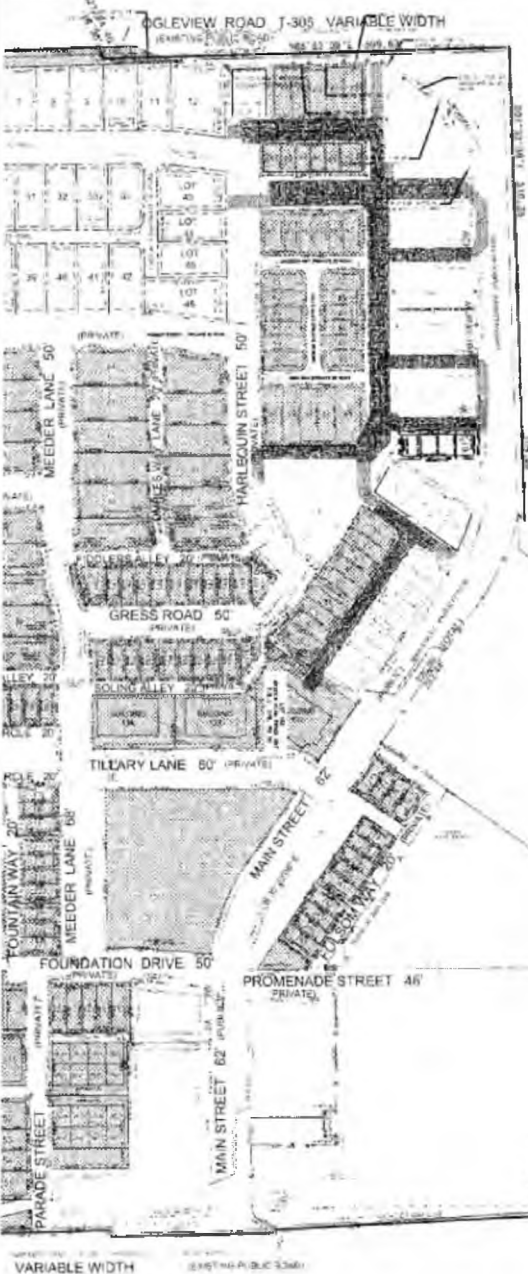
Planned Community Phase 5 consists of **Unit Nos. 294 – 297, inclusive**, together with any Limited Common Elements appurtenant to such Units (if any).

**EXHIBIT B**

**AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Meeder, A Planned Community, Planned Community Phase 5 attached as **Exhibit B** to this Amendment, prepared by Gateway Engineers, Inc., consisting of two (2) pages and dated November 7, 2023, are being recorded in the Recorder's Office concurrently with the recording of this Amendment, and are hereby incorporated herein and made an integral part hereof by this reference thereto.

Prior certified Plats and Plans are recorded as exhibits to the Declaration in the Butler County Recorder of Deeds Office ("Recorder's Office") as Instrument Number 201902010001910, First Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 201910150020630, Second Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 20200616011387, Third Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202102100004033, Fourth Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to Declaration recorded in the Recorder's Office as Instrument Number 202302140002094 and Seventh Amendment to Declaration recorded in the Recorder's Office as Instrument Number 202310100015125 and are hereby incorporated by reference herein and remain part of the Plats and Plans for Meeder, A Planned Community, except to the extent shown inconsistent on the attached Amended Declaration Plats and Plans for Meeder, A Planned Community, Planned Community Phase 5.



**PLANNED COMMUNITY NOTES:**

1. THE NAME OF THIS PLANNED COMMUNITY IS MEEDER, A PLANNED COMMUNITY (THE "COMMUNITY").
2. THESE PLATS AND PLANS FOR THE COMMUNITY ARE PART OF THE SIXTH AMENDMENT BEING RECORDED, (CONTEMPORANEOUSLY HERewith (EIGHTH AMENDMENT) TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION FOR MEEDER, A PLANNED COMMUNITY (AS AMENDED JANUARY 31, 2019 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS (RECORDER'S OFFICE) IN AND FOR BUTLER COUNTY, PENNSYLVANIA AS INSTRUMENT NO. 20190310001910 (AS AMENDED, THE "DECLARATION").
3. THIS AMENDMENT PLAT IS HEREBY DISTINGUISHED FROM ANY SUBDIVISION AND LAND DEVELOPMENT PHASES.
4. PRIOR CERTIFIED PLATS AND PLANS ARE RECORDED AS EXHIBITS TO THE DECLARATION IN THE BUTLER COUNTY RECORDER OF DEEDS OFFICE (RECORDER'S OFFICE) AS INSTRUMENT NUMBER 201802010001910, FIRST AMENDMENT TO THE DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 201910150020020, SECOND AMENDMENT TO THE DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 2020010101001, THIRD AMENDMENT TO THE DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 2020010101001, FOURTH AMENDMENT TO THE DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 20220510010001, FIFTH AMENDMENT TO THE DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 2022051001001, SIXTH AMENDMENT TO DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 2023071001001 AND SEVENTH AMENDMENT TO DECLARATION RECORDED IN THE RECORDER'S OFFICE AS INSTRUMENT NUMBER 2023101001001 AND ARE HEREBY INCORPORATED BY REFERENCE HERIN AND REMAIN PART OF THE PLATS AND PLANS FOR MEEDER, A PLANNED COMMUNITY, EXCEPT TO THE EXTENT SHOWN INCONSISTENT HERIN.
5. EXCEPT FOR THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON AND WITHIN PLANNED COMMUNITY PHASE 1, 2, 3, 4 AND 5 (LABELED "MUST BE BUILT", ALL OTHER IMPROVEMENTS OF ANY KIND SHOWN HEREON AND WITHIN THE BOUNDARIES OF THE COMMUNITY ARE CONTEMPLATED IMPROVEMENTS ONLY AND WHICH CONSIST OF CONVERTIBLE REAL ESTATE AND WITHDRAWABLE REAL ESTATE AND ARE HEREBY LABELED "NEED NOT BE BUILT". THE LOCATION OF ALL SUCH CONTEMPLATED IMPROVEMENTS AS SHOWN HEREON IS APPROXIMATE AND IS SUBJECT TO CHANGE. 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.
6. WHETHER OR NOT SPECIFICALLY SHOWN HEREON, THE LOCATION AND DIMENSIONS OF ANY AND ALL PARCELS OF ADDITIONAL REAL ESTATE ARE MORE PARTICULARLY BOUND AND DESCRIBED IN EXHIBIT E OF THE DECLARATION. ALL PARCELS OF ADDITIONAL REAL ESTATE ARE HEREBY LABELED "NEED NOT BE BUILT".
7. WHETHER OR NOT SPECIFICALLY DESIGNATED HEREON, PORTIONS OF THE COMMUNITY SHALL CONSTITUTE COMMON FACILITIES AS DESCRIBED IN ARTICLE IV OF THE DECLARATION. CONTROLLED FACILITIES ARE DESCRIBED IN ARTICLE V OF THE DECLARATION.
8. EXCEPT FOR THOSE ROADWAYS LABELED AS PUBLIC ON THESE PLATS AND PLANS, ALL OTHER PROPOSED ROADWAYS, PRIVATE STREETS, ALLEYS, ACCESS DRIVES, COMMON DRIVEWAYS, AND STREET SIGNAGE BY THE COMMUNITY ARE (i) EXPECTED TO REMAIN PRIVATE, (ii) HEREBY DESIGNATED WITHDRAWABLE REAL ESTATE UNLESS INDICATED OTHERWISE ON THESE PLATS AND PLANS, AS MAY BE AMENDED FROM TIME TO TIME, AND (iii) ARE CONSIDERED PART OF THE COMMON FACILITIES TO BE MAINTAINED BY THE ASSOCIATION UNLESS OR UNTIL DEDICATED TO AND ACCEPTED BY THE PUBLIC.
9. DECLARANT HAS RESERVED UNTO ITSELF ALL SPECIAL DECLARANT RIGHTS, AS DEFINED IN THE ACT, INCLUDING WITHOUT LIMITATION, THE RIGHT UNDER SECTION 6215 OF THE ACT TO SUBDIVIDE OR CONVERT ANY UNIT OWNED BY DECLARANT INTO TWO(2) OR MORE UNITS, COMMON ELEMENTS OR A COMBINATION OF UNITS AND COMMON ELEMENTS, AND THE RIGHT UNDER SECTION 6104 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.
10. IN ADDITION TO THOSE EASEMENTS DEPICTED HEREON, THE COMMUNITY IS SUBJECT TO CERTAIN EASEMENTS MORE PARTICULARLY SET FORTH IN SECTION 1.2 AND ARTICLE VII OF THE DECLARATION.

**CERTIFICATION**

I, the undersigned, being a duly licensed Professional Engineer, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the applicant, and that the same conform to the provisions of the Act, and that the same have been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Pennsylvania.

Date: 10/26/23

Signature: [Signature]

Professional Engineer

My Commission Expires: 10/26/25

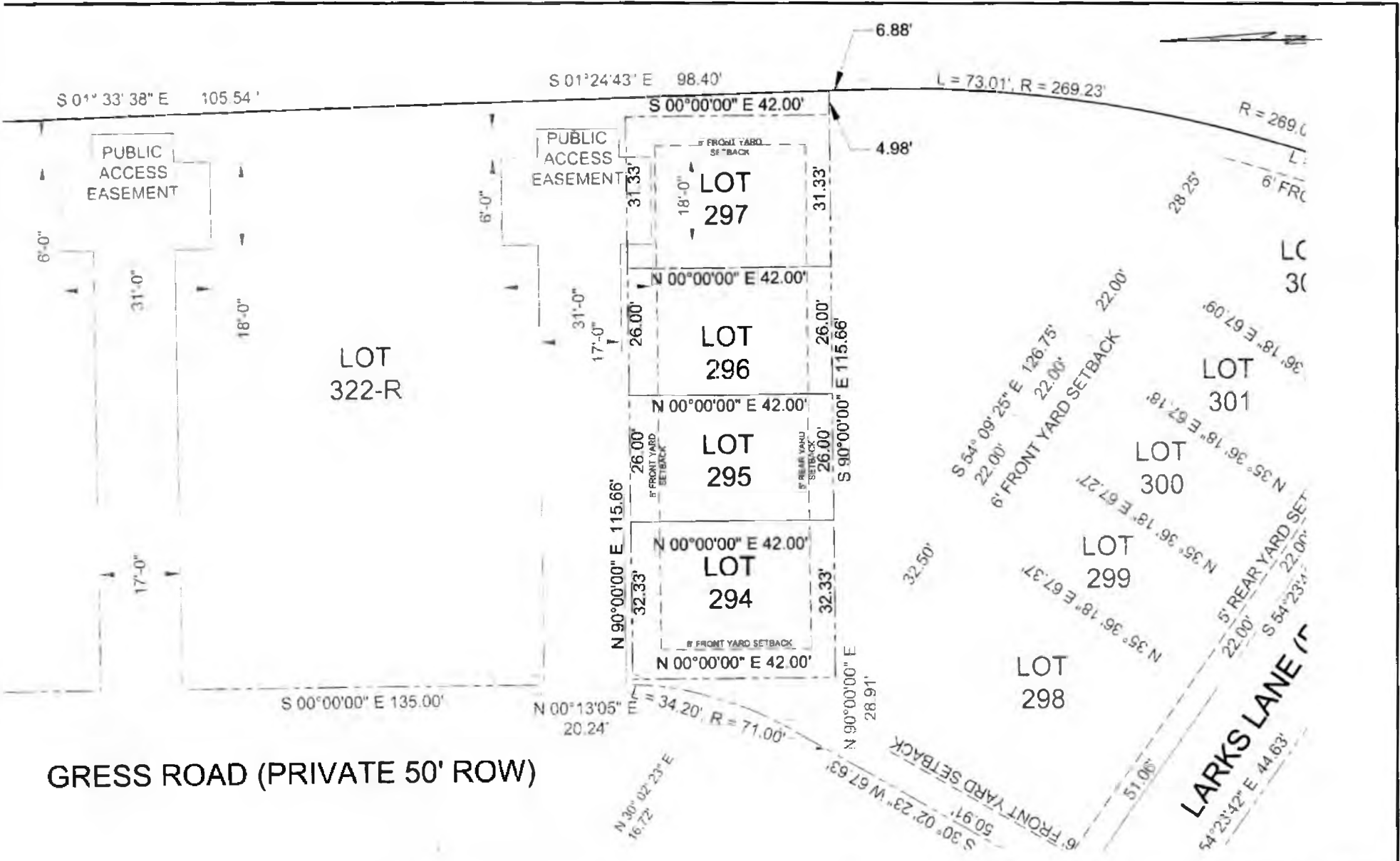
**GATEWAY** The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 100 McKenna Road, Pittsburgh, PA 15205  
 gatewayeng.com 202-434-6294

**AMENDED DECLARATION PLATS AND PLANS OF MEEDER, A PLANNED COMMUNITY PLANNED COMMUNITY PHASE 5**

**CRANBERRY TOWNSHIP BUTLER COUNTY, PA**

**ROCHESTER ROAD INVESTMENT CO.**

Date: NOVEMBER 1 2023  
 10:00 AM  
 10:00 AM



GRESS ROAD (PRIVATE 50' ROW)

EXISTING AREAS

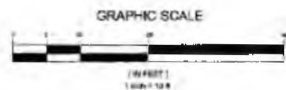
LOT 322	= 28,618 SQ. FT. OR 0.657 ACRES
TOTAL AREA	= 28,618 SQ. FT. OR 0.657 ACRES

PROPOSED AMFAR

LOT 294	= 1,358 SQ. FT. OR 0.031 ACRES	TOWNSHIP
LOT 295	= 1,092 SQ. FT. OR 0.025 ACRES	TOWNSHIP
LOT 296	= 1,082 SQ. FT. OR 0.025 ACRES	TOWNSHIP
LOT 297	= 1,318 SQ. FT. OR 0.030 ACRES	TOWNSHIP
TOTAL AREA	= 4,850 SQ. FT. OR 0.112 ACRES	

OWNER:  
ROCHESTER ROAD INVESTMENT CO.  
1100 COLLENSVILLE ROAD  
LANCASTER, PA 17602  
PHONIC: 717-684-1100

AGENTS:  
EXISTING LINES  
RETRACT LINES  
FORMER LOT LINE



**GATEWAY ENGINEERS**

The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road Pittsburgh, PA 15205  
www.gatewayengineers.com 855-634-9284

**AMENDED DECLARATION PLATS AND PLANS  
OF MEEDER, A PLANNED COMMUNITY  
PLANNED COMMUNITY PHASE 5**

CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA

**ROCHESTER ROAD INVESTMENT CO.**



## EXHIBIT C

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

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3425	1
61	Type A	.3425	1
62	Type A	.3425	1
63	Type A	.3425	1
64	Type A	.3425	1
65	Type A	.3425	1
66	Type A	.3425	1
67	Type A	.3425	1
68	Type A	.3425	1
69	Type A	.3425	1
70	Type A	.3425	1
71	Type A	.3425	1
72	Type A	.3425	1
73	Type A	.3425	1
74	Type A	.3425	1
75	Type A	.3425	1
135	Type A	.3425	1
136	Type A	.3425	1
137	Type A	.3425	1
138	Type A	.3425	1
139	Type A	.3425	1
140	Type B	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
141	Type B	.3425	1
142	Type B	.3425	1
143	Type B	.3425	1
144	Type B	.3425	1
145	Type B	.3425	1
146	Type B	.3425	1
147	Type B	.3425	1
148	Type B	.3425	1
149	Type B	.3425	1
150	Type B	.3425	1
151	Type B	.3425	1
152	Type B	.3425	1
153	Type B	.3425	1
154	Type B	.3425	1
155	Type B	.3425	1
156	Type B	.3425	1
157	Type B	.3425	1
158	Type B	.3425	1
159	Type B	.3425	1
160	Type B	.3425	1
161	Type B	.3425	1
162	Type B	.3425	1
163	Type B	.3425	1
179	Type B	.3425	1
180	Type B	.3425	1
181	Type B	.3425	1
200	Type D	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
201	Type D	.3425	1
202	Type D	.3425	1
203	Type D	.3425	1
204	Type D	.3425	1
205	Type D	.3425	1
206	Type D	.3425	1
207	Type D	.3425	1
208	Type D	.3425	1
209	Type D	.3425	1
210	Type D	.3425	1
211	Type D	.3425	1
212	Type D	.3425	1
213	Type D	.3425	1
214	Type D	.3425	1
215	Type D	.3425	1
216	Type D	.3425	1
217	Type B	.3425	1
218	Type B	.3425	1
219	Type B	.3425	1
220	Type B	.3425	1
221	Type B	.3425	1
222	Type B	.3425	1
223	Type B	.3425	1
224	Type D	.3425	1
225	Type D	.3425	1
226	Type D	.3425	1
227	Type D	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
228	Type D	.3425	1
229	Type D	.3425	1
230	Type D	.3425	1
231	Type D	.3425	1
256	Type B	.3425	1
257	Type B	.3425	1
258	Type B	.3425	1
259	Type B	.3425	1
260	Type B	.3425	1
262A	Type D	.3425	1
262B	Type D	.3425	1
262C	Type D	.3425	1
262D	Type D	.3425	1
262E	Type D	.3425	1
262F	Type D	.3425	1
262G	Type D	.3425	1
262H	Type D	.3425	1
263A	Type D	.3425	1
263B	Type D	.3425	1
263C	Type D	.3425	1
263D	Type D	.3425	1
263E	Type D	.3425	1
263F	Type D	.3425	1
263G	Type D	.3425	1
263H	Type D	.3425	1
273	Type B	.3425	1
274	Type B	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
275	Type B	.3425	1
276	Type B	.3425	1
277	Type B	.3425	1
278	Type B	.3425	1
279	Type B	.3425	1
280	Type B	.3425	1
281	Type B	.3425	1
282	Type B	.3425	1
283	Type B	.3425	1
284	Type B	.3425	1
285	Type B	.3425	1
<b>Existing Planned Community Phase 2</b>			
1	Type A	.3425	1
2	Type A	.3425	1
3	Type A	.3425	1
4	Type A	.3425	1
5	Type A	.3425	1
6	Type A	.3425	1
7	Type A	.3425	1
8	Type A	.3425	1
9	Type A	.3425	1
10	Type A	.3425	1
11	Type A	.3425	1
12	Type A	.3425	1
13	Type A	.3425	1
14	Type A	.3425	1
15	Type A	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
16	Type A	.3425	1
17	Type A	.3425	1
18	Type A	.3425	1
19	Type A	.3425	1
20	Type A	.3425	1
21	Type A	.3425	1
22	Type A	.3425	1
23	Type A	.3425	1
24	Type A	.3425	1
25	Type A	.3425	1
26	Type A	.3425	1
27	Type A	.3425	1
28	Type A	.3425	1
29	Type A	.3425	1
30	Type A	.3425	1
31	Type A	.3425	1
32	Type A	.3425	1
33	Type A	.3425	1
34	Type A	.3425	1
35	Type A	.3425	1
36	Type A	.3425	1
37	Type A	.3425	1
38	Type A	.3425	1
39	Type A	.3425	1
40	Type A	.3425	1
41	Type A	.3425	1
42	Type A	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
43	Type A	.3425	1
44	Type A	.3425	1
45	Type A	.3425	1
46	Type A	.3425	1
47	Type B	.3425	1
48	Type B	.3425	1
49	Type B	.3425	1
50	Type B	.3425	1
51	Type B	.3425	1
52	Type B	.3425	1
53	Type B	.3425	1
54	Type B	.3425	1
55	Type B	.3425	1
56	Type A	.3425	1
57	Type A	.3425	1
58	Type A	.3425	1
59	Type A	.3425	1
165	Type B	.3425	1
166	Type B	.3425	1
167	Type B	.3425	1
168	Type B	.3425	1
169	Type B	.3425	1
170	Type B	.3425	1
171	Type B	.3425	1
172	Type B	.3425	1
173	Type B	.3425	1
174	Type B	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
175	Type B	.3425	1
176	Type B	.3425	1
177	Type B	.3425	1
178	Type B	.3425	1
182	Type D	.3425	1
183	Type D	.3425	1
184	Type D	.3425	1
185	Type D	.3425	1
186	Type D	.3425	1
187	Type D	.3425	1
188	Type D	.3425	1
189	Type D	.3425	1
190	Type D	.3425	1
191	Type D	.3425	1
192	Type D	.3425	1
193	Type D	.3425	1
194	Type D	.3425	1
195	Type D	.3425	1
196	Type D	.3425	1
197	Type D	.3425	1
198	Type D	.3425	1
199	Type D	.3425	1
232	Type D	.3425	1
233	Type D	.3425	1
234	Type D	.3425	1
235	Type D	.3425	1
236	Type D	.3425	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
237	Type D	.3425	1
238	Type D	.3425	1
239	Type D	.3425	1
240	Type D	.3425	1
241	Type D	.3425	1
242	Type D	.3425	1
243	Type D	.3425	1
244	Type D	.3425	1
245	Type D	.3425	1
246	Type D	.3425	1
247	Type D	.3425	1
248	Type D	.3425	1
249	Type D	.3425	1
250	Type D	.3425	1
251	Type D	.3425	1
252	Type D	.3425	1
253	Type D	.3425	1
254	Type D	.3425	1
255	Type D	.3425	1
132A	Type E – Residential	.3425	1
132B	Type E – Residential	.3425	1
132C	Type E – Residential	.3425	1
132D	Type E – Residential	.3425	1
132E	Type E – Non-Residential	.3425	1
133A	Type E – Residential	.3425	1
133B	Type E – Residential	.3425	1
133C	Type E – Residential	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
133D	Type E – Residential	.3425	1
133E	Type E – Non-Residential	.3425	1
134A	Type E – Residential	.3425	1
134B	Type E – Residential	.3425	1
134C	Type E – Residential	.3425	1
134D	Type E – Residential	.3425	1
134E	Type E – Non-Residential	.3425	1
134F	Type E – Non-Residential	.3425	1
<b>Existing Planned Community Phase 3</b>			
88	Type B	.3425	1
89	Type B	.3425	1
90	Type B	.3425	1
91	Type B	.3425	1
92	Type B	.3425	1
93	Type B	.3425	1
94	Type B	.3425	1
95	Type B	.3425	1
96	Type B	.3425	1
97	Type B	.3425	1
98	Type B	.3425	1
99	Type B	.3425	1
100	Type B	.3425	1
101	Type B	.3425	1
102	Type B	.3425	1
103	Type B	.3425	1
104	Type B	.3425	1
105	Type B	.3425	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
106	Type B	.3425	1
107	Type B	.3425	1
108	Type B	.3425	1
109	Type B	.3425	1
110	Type B	.3425	1
<b>Existing Planned Community Phase 4</b>			
77	Type B	.3425	1
78	Type B	.3425	1
79	Type B	.3425	1
80	Type B	.3425	1
81	Type B	.3425	1
82	Type B	.3425	1
83	Type B	.3425	1
84	Type B	.3425	1
85	Type B	.3425	1
86	Type B	.3425	1
87	Type B	.3425	1
303	Type B	.3425	1
304	Type B	.3425	1
305	Type B	.3425	1
306	Type B	.3425	1
307	Type B	.3425	1
308	Type B	.3425	1
309	Type B	.3425	1
310	Type B	.3425	1
311	Type B	.3425	1
<b>New Planned Community Phase 5</b>			

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
294	Type B	.3425	1
295	Type B	.3425	1
296	Type B	.3425	1
297	Type B	.3425	1
<b>TOTAL (292 Units)</b>			
		<b>100%</b>	<b>292</b>



Instr: 202311210017552

Pgs: 23 F: \$58.50

Michele Mustello

Butler County Recorder PA

11/21/2023 3:05 PM

1202401485



**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**NINTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 16<sup>th</sup> day of November, 2023, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033, Fourth Amendment to the Declaration recorded with the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to Declaration recorded with the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202302140002094, Seventh Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202310100015125, and Eighth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202311130017002, Declarant exercised its conversion rights to convert a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to two hundred ninety-two (292).

E. Declarant now desires to exercise its Conversion Rights to convert the portion of Convertible Real Estate described in **Exhibit A** hereto and referred to herein as the "Converted Real Estate" into Units and Limited Common Elements (if any) as hereinafter provided, thus increasing the total number of Units in the Community to three hundred sixteen (316).

F. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto (if any) as shown on the Amended Declaration Plats and Plans for Planned Community Phase 6 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof (the "Amended Plats and Plans").

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

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

***[Signature page follows.]***

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

**DECLARANT:**  
ROCHESTER ROAD INVESTMENT COMPANY,  
a Pennsylvania corporation

By: *Anthony Faranda*  
Name: Anthony Faranda - Diedrich  
Title: Authorized Signatory

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this, the 16<sup>th</sup> day of November, 2023, before me, a Notary Public, the undersigned officer, personally appeared Anthony Faranda - Diedrich, who acknowledged himself to be the Authorized Signatory of Rochester Road Investment Company, a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

*Cynthia K. Lucci*  
Notary Public

(SEAL)

My commission expires: April 19, 2024



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

Commonwealth of Pennsylvania - Notary Seal  
Cynthia K. Lucci, Notary Public  
Lancaster County  
My commission expires April 19, 2024  
Commission number 1205386  
Member, Pennsylvania Association of Notaries



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THAT CERTAIN tract of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 6 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto as **Exhibit B**.

Planned Community Phase 6 consists of **Unit Nos. 116 – 123, inclusive; 124 – 127, inclusive; 128 – 131, inclusive; and 286 – 293, inclusive**, together with any Limited Common Elements appurtenant to such Units (if any).

**EXHIBIT B**

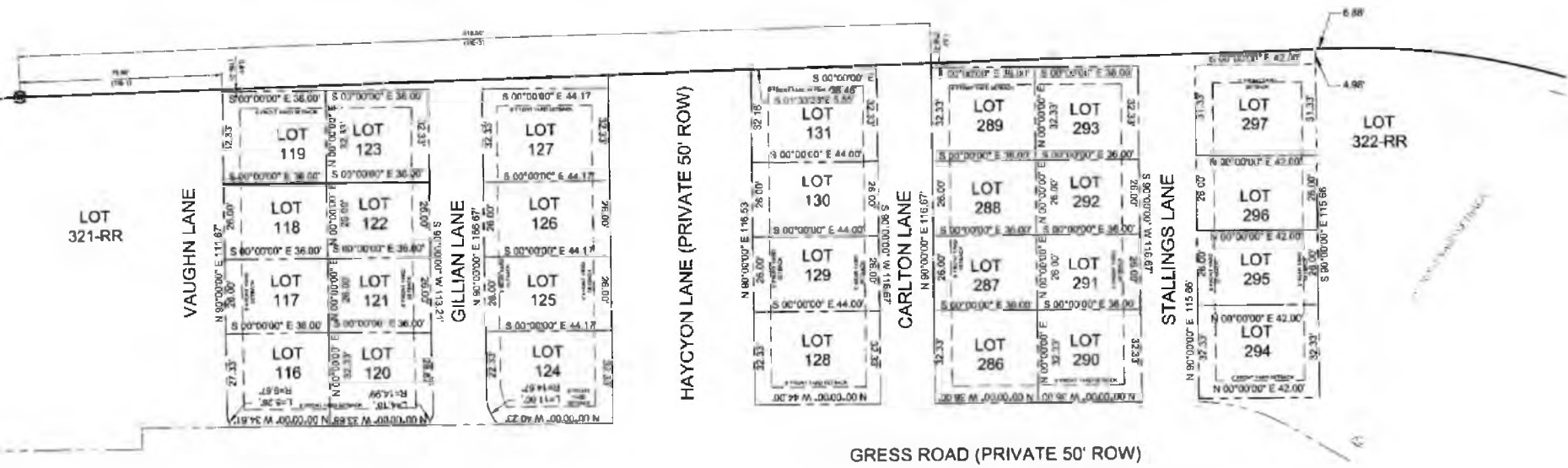
**AMENDED PLATS AND PLANS**

The Amended Declaration Plats and Plans for Meeder, A Planned Community, Planned Community Phase 6 attached as **Exhibit B** to this Amendment, prepared by Gateway Engineers, Inc., consisting of four (4) pages and dated November 15, 2023, are being recorded in the Recorder's Office concurrently with the recording of this Amendment, and are hereby incorporated herein and made an integral part hereof by this reference thereto.

Prior certified Plats and Plans are recorded as exhibits to the Declaration in the Butler County Recorder of Deeds Office ("Recorder's Office") as Instrument Number 201902010001910, First Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 201910150020630, Second Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 20200616011387, Third Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202102100004033, Fourth Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to the Declaration recorded in the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to Declaration recorded in the Recorder's Office as Instrument Number 202302140002094, Seventh Amendment to Declaration recorded in the Recorder's Office as Instrument Number 202310100015125, and Eighth Amendment to Declaration recorded in the Recorder's Office as Instrument Number 202311130017002 and are hereby incorporated by reference herein and remain part of the Plats and Plans for Meeder, A Planned Community, except to the extent shown inconsistent on the attached Amended Declaration Plats and Plans for Meeder, A Planned Community, Planned Community Phase 6.



UNIONVILLE ROAD (PUBLIC 62' ROW)



GRESS ROAD (PRIVATE 50' ROW)

GRESS ROAD (PRIVATE 44' ROW)

PROPOSED AREAS

LOT 116	=	1,162 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 117	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 118	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 119	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 120	=	1,160 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 121	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 122	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 123	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 124	=	1,416 SQ. FT.	OR	0.033 ACRES	TOWNHOME
LOT 125	=	1,148 SQ. FT.	OR	0.026 ACRES	TOWNHOME
LOT 126	=	1,148 SQ. FT.	OR	0.026 ACRES	TOWNHOME
LOT 127	=	1,428 SQ. FT.	OR	0.033 ACRES	TOWNHOME
LOT 128	=	1,420 SQ. FT.	OR	0.033 ACRES	TOWNHOME
LOT 129	=	1,144 SQ. FT.	OR	0.026 ACRES	TOWNHOME
LOT 130	=	1,144 SQ. FT.	OR	0.026 ACRES	TOWNHOME
LOT 131	=	1,422 SQ. FT.	OR	0.033 ACRES	TOWNHOME
LOT 286	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 287	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 288	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 289	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 290	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 291	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 292	=	936 SQ. FT.	OR	0.021 ACRES	TOWNHOME
LOT 293	=	1,164 SQ. FT.	OR	0.027 ACRES	TOWNHOME
LOT 321-R	=	23,297 SQ. FT.	OR	0.535 ACRES	
LOT 322-RR	=	10,227 SQ. FT.	OR	0.236 ACRES	

EXISTING AREAS

LOT 321	=	36,831 SQ. FT.	OR	0.846 ACRES
LOT 322-R	=	23,760 SQ. FT.	OR	0.545 ACRES
<b>TOTAL AREA</b>	<b>=</b>	<b>60,591 SQ. FT.</b>	<b>OR</b>	<b>1.391 ACRES</b>

TOTAL AREA = 60,591 SQ. FT. OR 1.391 ACRES

OWNER:  
ROCHESTER ROAD INVESTMENT CO.  
1708 COLLETTLE ROAD  
LANGFORD, PA 17043  
PHONE: 717-684-4444



**GATEWAY ENGINEERS**

The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
100 McMorris Road, Pittsburgh PA 15205  
www.gatewayeng.com 355-824-8284

AMENDED DECLARATION PLATS AND PLANS  
OF MEEDER, A PLANNED COMMUNITY  
PLANNED COMMUNITY PHASE 6

CRANBERRY TOWNSHIP  
BUTLER COUNTY, PA

ROCHESTER ROAD INVESTMENT CO.

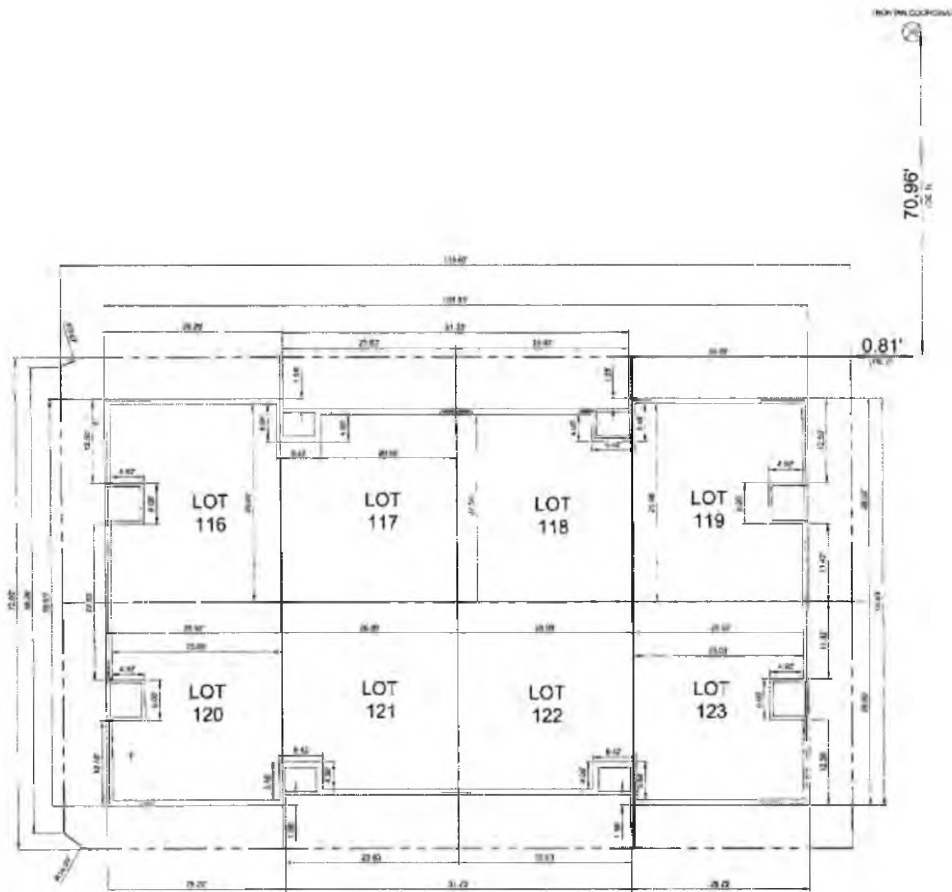
DIMENSIONS OF THE  
ED ON SHEETS 3

ED COMMON FACILITY  
AT ABUTS A ROADWAY  
(CILITY FRONT AREA OF  
HE FRONT PERIMETER  
ION) OF SUCH UNIT TO  
UTTING ROADWAY OR  
ED COMMON FACILITY  
TEND FROM THE REAR  
HE RIGHT OF WAY LINE  
Y (AS APPLICABLE);

ED COMMON FACILITY  
AT DOES NOT ABUT A  
THE LIMITED COMMON  
R YARD AREA OF SUCH  
DISTANCE AS DEPICTED  
I UNIT, AS SHOWN ON

ED COMMON FACILITY  
ADWAY OR ALLEY, THE  
CILITY SIDE YARD AREA  
NCE MEASURED FROM  
UNIT TO THE RIGHT OF  
AY OR ALLEY, AND

ED COMMON FACILITY  
ABUT A ROADWAY OR  
COMMON FACILITY SIDE  
LL BE THE DISTANCE  
ER WALL OF SUCH UNIT  
PICTED ON THE PLAN  
SHOWN ON SHEETS 3



NOTE:

THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN  
HEREON AND ABUTTING A UNIT SHALL BE A LCF SOLELY FOR  
SUCH UNIT IT ABUTS

**LEGEND**

-LIMITED COMMON FACILITY ("LCF")

IRON PIN COORDINATE  
NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT  
N 40° 42' 12.10870127"  
W 80° 06' 27.70587459"  
  
TIE 1: S 01° 33' 38" E 70.96'  
TIE 2: S 90° 00' 00" W 0.81'



	<b>GATEWAY ENGINEERS</b> The Gateway Engineers Inc. Full-Service Civil Engineering & Surveying 100 McMoris Road, Pittsburgh, PA 15205 www.GatewayEngineers.com 855-634-9294
	AMENDED DECLARATION PLATS AND PLANS OF MEEDER, A PLANNED COMMUNITY PLANNED COMMUNITY PHASE 6 sited in CRANBERRY TOWNSHIP BUTLER COUNTY, PA 15106
<b>ROCHESTER ROAD INVESTMENT CO.</b>	

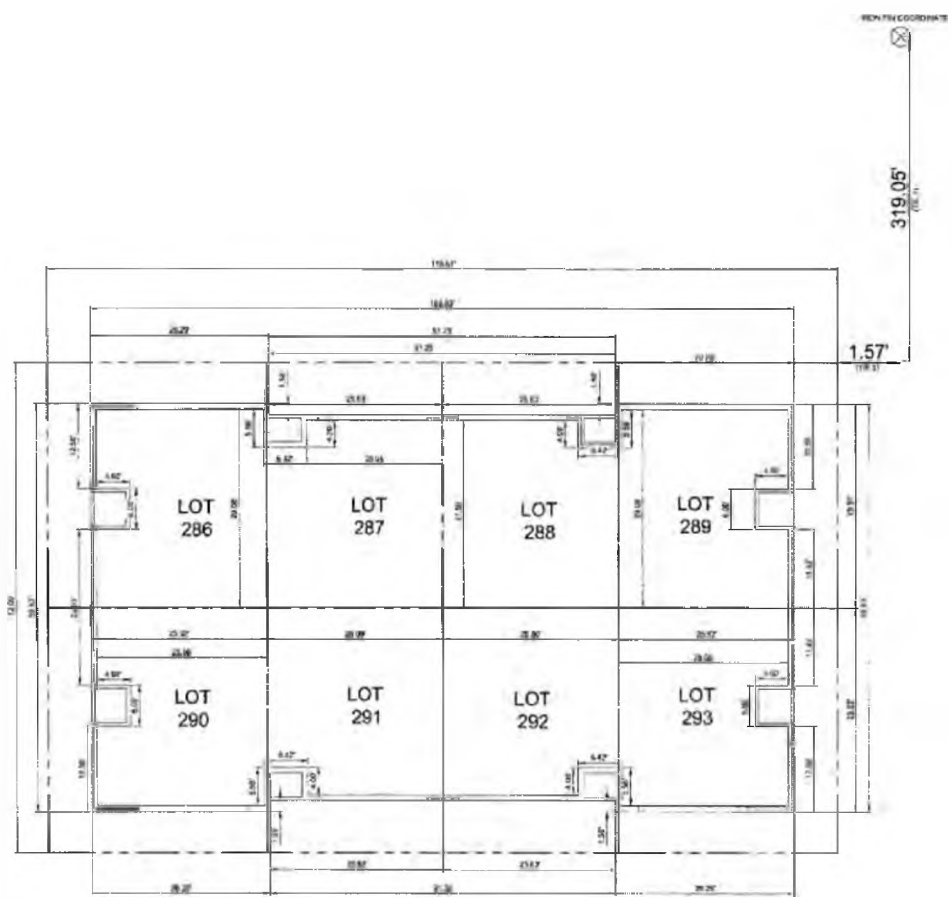
VERTICAL DIMENSIONS OF THE LCF ARE IDENTIFIED ON SHEETS 3

FOR A LIMITED COMMON FACILITY THAT ABUTS A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY FRONT AREA OF SUCH UNIT TO THE RIGHT OF WAY LINE SHALL BE THE DISTANCE MEASURED FROM THE REAR PERIMETER OF SUCH UNIT TO THE RIGHT OF WAY LINE (AS APPLICABLE);

FOR A LIMITED COMMON FACILITY THAT DOES NOT ABUT A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY REAR YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE AS DEPICTED ON SHEETS 3 AND 4 FOR EACH UNIT, AS SHOWN ON SHEETS 3 AND 4;

FOR A LIMITED COMMON FACILITY THAT ABUTS A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE REAR PERIMETER OF SUCH UNIT TO THE RIGHT OF WAY LINE (AS APPLICABLE);

FOR A LIMITED COMMON FACILITY THAT ABUTS A ROADWAY OR ALLEY, THE LIMITED COMMON FACILITY SIDE YARD AREA OF SUCH UNIT SHALL BE THE DISTANCE MEASURED FROM THE REAR PERIMETER OF SUCH UNIT TO THE RIGHT OF WAY LINE (AS APPLICABLE);



IRON PIN COORDINATE  
 NAD83 PENNSYLVANIA STATE PLAN, SOUTH ZONE, US FOOT  
 N 40° 42' 12.10870127"  
 W 80° 06' 27.70587459"

TIE 1: S 01° 33' 38" E 319.05'  
 TIE 2: S 90° 00' 00" W 1.57'



NOTE:

THE LIMITED COMMON FACILITY ("LCF") YARD AREAS SHOWN HEREON AND ABUTTING A UNIT SHALL BE A LCF SOLELY FOR SUCH UNIT IT ABUTS

LEGEND

[Symbol] - LIMITED COMMON FACILITY ("LCF")

**GATEWAY ENGINEERS**  
 The Gateway Engineers, Inc.  
 Full Service Civil Engineering & Surveying  
 100 McMonis Road, Pittsburgh, PA 15206  
 www.gatewayengineers.com 412.434.4344

AMENDED DECLARATION PLATS AND PLANS  
 OF MEEDER, A PLANNED COMMUNITY  
 PLANNED COMMUNITY PHASE 6  
 CRANBERRY TOWNSHIP  
 BUTLER COUNTY, PA

ROCHESTER ROAD INVESTMENT CO.

DATE: 11/11/2023  
 DRAWN BY: J. SCHMIDT  
 CHECKED BY: J. SCHMIDT  
 SCALE: 1" = 100'

THE GATEWAY ENGINEERS, INC. RETAINS OWNERSHIP RIGHTS OF ALL DATA HEREIN THE PLANS. DATA CONTAINED WITHIN IS ONLY TO BE USED FOR ITS INTENDED PURPOSE BY ITS RESPONSIBLE PARTY. THE USE, REPLICATION, REPRODUCTION, OR RECONSTRUCTION OF DATA CONTAINED WITHIN IS EXPRESSLY PROHIBITED AND SUBJECT TO LEGAL ACTION.

## EXHIBIT C

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

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3165	1
61	Type A	.3165	1
62	Type A	.3165	1
63	Type A	.3165	1
64	Type A	.3165	1
65	Type A	.3165	1
66	Type A	.3165	1
67	Type A	.3165	1
68	Type A	.3165	1
69	Type A	.3165	1
70	Type A	.3165	1
71	Type A	.3165	1
72	Type A	.3165	1
73	Type A	.3165	1
74	Type A	.3165	1
75	Type A	.3165	1
135	Type A	.3165	1
136	Type A	.3165	1
137	Type A	.3165	1
138	Type A	.3165	1
139	Type A	.3165	1
140	Type B	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
141	Type B	.3165	1
142	Type B	.3165	1
143	Type B	.3165	1
144	Type B	.3165	1
145	Type B	.3165	1
146	Type B	.3165	1
147	Type B	.3165	1
148	Type B	.3165	1
149	Type B	.3165	1
150	Type B	.3165	1
151	Type B	.3165	1
152	Type B	.3165	1
153	Type B	.3165	1
154	Type B	.3165	1
155	Type B	.3165	1
156	Type B	.3165	1
157	Type B	.3165	1
158	Type B	.3165	1
159	Type B	.3165	1
160	Type B	.3165	1
161	Type B	.3165	1
162	Type B	.3165	1
163	Type B	.3165	1
179	Type B	.3165	1
180	Type B	.3165	1
181	Type B	.3165	1
200	Type D	.3165	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
201	Type D	.3165	1
202	Type D	.3165	1
203	Type D	.3165	1
204	Type D	.3165	1
205	Type D	.3165	1
206	Type D	.3165	1
207	Type D	.3165	1
208	Type D	.3165	1
209	Type D	.3165	1
210	Type D	.3165	1
211	Type D	.3165	1
212	Type D	.3165	1
213	Type D	.3165	1
214	Type D	.3165	1
215	Type D	.3165	1
216	Type D	.3165	1
217	Type B	.3165	1
218	Type B	.3165	1
219	Type B	.3165	1
220	Type B	.3165	1
221	Type B	.3165	1
222	Type B	.3165	1
223	Type B	.3165	1
224	Type D	.3165	1
225	Type D	.3165	1
226	Type D	.3165	1
227	Type D	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
228	Type D	.3165	1
229	Type D	.3165	1
230	Type D	.3165	1
231	Type D	.3165	1
256	Type B	.3165	1
257	Type B	.3165	1
258	Type B	.3165	1
259	Type B	.3165	1
260	Type B	.3165	1
262A	Type D	.3165	1
262B	Type D	.3165	1
262C	Type D	.3165	1
262D	Type D	.3165	1
262E	Type D	.3165	1
262F	Type D	.3165	1
262G	Type D	.3165	1
262H	Type D	.3165	1
263A	Type D	.3165	1
263B	Type D	.3165	1
263C	Type D	.3165	1
263D	Type D	.3165	1
263E	Type D	.3165	1
263F	Type D	.3165	1
263G	Type D	.3165	1
263H	Type D	.3165	1
273	Type B	.3165	1
274	Type B	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
275	Type B	.3165	1
276	Type B	.3165	1
277	Type B	.3165	1
278	Type B	.3165	1
279	Type B	.3165	1
280	Type B	.3165	1
281	Type B	.3165	1
282	Type B	.3165	1
283	Type B	.3165	1
284	Type B	.3165	1
285	Type B	.3165	1
<b>Existing Planned Community Phase 2</b>			
1	Type A	.3165	1
2	Type A	.3165	1
3	Type A	.3165	1
4	Type A	.3165	1
5	Type A	.3165	1
6	Type A	.3165	1
7	Type A	.3165	1
8	Type A	.3165	1
9	Type A	.3165	1
10	Type A	.3165	1
11	Type A	.3165	1
12	Type A	.3165	1
13	Type A	.3165	1
14	Type A	.3165	1
15	Type A	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
16	Type A	.3165	1
17	Type A	.3165	1
18	Type A	.3165	1
19	Type A	.3165	1
20	Type A	.3165	1
21	Type A	.3165	1
22	Type A	.3165	1
23	Type A	.3165	1
24	Type A	.3165	1
25	Type A	.3165	1
26	Type A	.3165	1
27	Type A	.3165	1
28	Type A	.3165	1
29	Type A	.3165	1
30	Type A	.3165	1
31	Type A	.3165	1
32	Type A	.3165	1
33	Type A	.3165	1
34	Type A	.3165	1
35	Type A	.3165	1
36	Type A	.3165	1
37	Type A	.3165	1
38	Type A	.3165	1
39	Type A	.3165	1
40	Type A	.3165	1
41	Type A	.3165	1
42	Type A	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
43	Type A	.3165	1
44	Type A	.3165	1
45	Type A	.3165	1
46	Type A	.3165	1
47	Type B	.3165	1
48	Type B	.3165	1
49	Type B	.3165	1
50	Type B	.3165	1
51	Type B	.3165	1
52	Type B	.3165	1
53	Type B	.3165	1
54	Type B	.3165	1
55	Type B	.3165	1
56	Type A	.3165	1
57	Type A	.3165	1
58	Type A	.3165	1
59	Type A	.3165	1
165	Type B	.3165	1
166	Type B	.3165	1
167	Type B	.3165	1
168	Type B	.3165	1
169	Type B	.3165	1
170	Type B	.3165	1
171	Type B	.3165	1
172	Type B	.3165	1
173	Type B	.3165	1
174	Type B	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
175	Type B	.3165	1
176	Type B	.3165	1
177	Type B	.3165	1
178	Type B	.3165	1
182	Type D	.3165	1
183	Type D	.3165	1
184	Type D	.3165	1
185	Type D	.3165	1
186	Type D	.3165	1
187	Type D	.3165	1
188	Type D	.3165	1
189	Type D	.3165	1
190	Type D	.3165	1
191	Type D	.3165	1
192	Type D	.3165	1
193	Type D	.3165	1
194	Type D	.3165	1
195	Type D	.3165	1
196	Type D	.3165	1
197	Type D	.3165	1
198	Type D	.3165	1
199	Type D	.3165	1
232	Type D	.3165	1
233	Type D	.3165	1
234	Type D	.3165	1
235	Type D	.3165	1
236	Type D	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
237	Type D	.3165	1
238	Type D	.3165	1
239	Type D	.3165	1
240	Type D	.3165	1
241	Type D	.3165	1
242	Type D	.3165	1
243	Type D	.3165	1
244	Type D	.3165	1
245	Type D	.3165	1
246	Type D	.3165	1
247	Type D	.3165	1
248	Type D	.3165	1
249	Type D	.3165	1
250	Type D	.3165	1
251	Type D	.3165	1
252	Type D	.3165	1
253	Type D	.3165	1
254	Type D	.3165	1
255	Type D	.3165	1
132A	Type E – Residential	.3165	1
132B	Type E – Residential	.3165	1
132C	Type E – Residential	.3165	1
132D	Type E – Residential	.3165	1
132E	Type E – Non-Residential	.3165	1
133A	Type E – Residential	.3165	1
133B	Type E – Residential	.3165	1
133C	Type E – Residential	.3165	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
133D	Type E – Residential	.3165	1
133E	Type E – Non-Residential	.3165	1
134A	Type E – Residential	.3165	1
134B	Type E – Residential	.3165	1
134C	Type E – Residential	.3165	1
134D	Type E – Residential	.3165	1
134E	Type E – Non-Residential	.3165	1
134F	Type E – Non-Residential	.3165	1
<b>Existing Planned Community Phase 3</b>			
88	Type B	.3165	1
89	Type B	.3165	1
90	Type B	.3165	1
91	Type B	.3165	1
92	Type B	.3165	1
93	Type B	.3165	1
94	Type B	.3165	1
95	Type B	.3165	1
96	Type B	.3165	1
97	Type B	.3165	1
98	Type B	.3165	1
99	Type B	.3165	1
100	Type B	.3165	1
101	Type B	.3165	1
102	Type B	.3165	1
103	Type B	.3165	1
104	Type B	.3165	1
105	Type B	.3165	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
106	Type B	.3165	1
107	Type B	.3165	1
108	Type B	.3165	1
109	Type B	.3165	1
110	Type B	.3165	1
<b>Existing Planned Community Phase 4</b>			
77	Type B	.3165	1
78	Type B	.3165	1
79	Type B	.3165	1
80	Type B	.3165	1
81	Type B	.3165	1
82	Type B	.3165	1
83	Type B	.3165	1
84	Type B	.3165	1
85	Type B	.3165	1
86	Type B	.3165	1
87	Type B	.3165	1
303	Type B	.3165	1
304	Type B	.3165	1
305	Type B	.3165	1
306	Type B	.3165	1
307	Type B	.3165	1
308	Type B	.3165	1
309	Type B	.3165	1
310	Type B	.3165	1
311	Type B	.3165	1
<b>Existing Planned Community Phase 5</b>			

Unit Number	Unit Type	Allocated Interest	Number of Votes
294	Type B	.3165	1
295	Type B	.3165	1
296	Type B	.3165	1
297	Type B	.3165	1
<b>New Planned Community Phase 6</b>			
116	Type D	.3165	1
117	Type D	.3165	1
118	Type D	.3165	1
119	Type D	.3165	1
120	Type D	.3165	1
121	Type D	.3165	1
122	Type D	.3165	1
123	Type D	.3165	1
124	Type B	.3165	1
125	Type B	.3165	1
126	Type B	.3165	1
127	Type B	.3165	1
128	Type B	.3165	1
129	Type B	.3165	1
130	Type B	.3165	1
131	Type B	.3165	1
286	Type D	.3165	1
287	Type D	.3165	1
288	Type D	.3165	1
289	Type D	.3165	1
290	Type D	.3165	1
291	Type D	.3165	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
292	Type D	.3165	1
293	Type D	.3165	1
<b>TOTAL (316 Units)</b>			
		<b>100%</b>	<b>316</b>



Instr: 202401100000439

Pgs: 12 F: \$36.50

Michele Mustello

Butler County Recorder PA

1/10/2024 2:31 PM

T20240000351

**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 "Meeder, A Planned Community" in both the Grantor and Grantee indexes.

**TENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 8th day of January, 2024, by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community dated January 30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 201902010001910 (together with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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 "Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033, Fourth Amendment to the Declaration recorded with the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to Declaration recorded with the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202302140002094, Seventh Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202310100015125, Eighth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202311130017002, and Ninth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202311210017552, Declarant exercised its conversion rights to convert a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three hundred sixteen (316).

E. Declarant now desires to exercise its Conversion Rights to convert the portion of Convertible Real Estate described in **Exhibit A** hereto and referred to herein as the "Converted Real Estate" into Units and Limited Common Elements (if any) as hereinafter provided, thus increasing the total number of Units in the Community to three hundred eighteen (318).

F. 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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto (if any) as shown on the Amended Declaration Plats and Plans for Planned Community Phase 7 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof (the "Amended Plats and Plans").

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

4. A Certificate of Completion for **Unit No. 298 and Unit No. 300**, is attached hereto and made a part hereof as **Exhibit D**.

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

***[Signature page follows.]***



## EXHIBIT A

### LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THOSE CERTAIN tracts of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 7 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto as **Exhibit B**.

Planned Community Phase 7 consists of **Unit No. 298 and Unit No. 300**, together with any Limited Common Elements appurtenant to such Units (if any).



## **EXHIBIT B**

### **AMENDED PLATS AND PLANS**

The attached Certification, together with the documents referred to in Section 1 therein, shall collectively constitute the Amended Plats and Plans as permitted by Section 5210(i) of the Act. The said Amended Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto. To the extent not inconsistent with the Amended Plats and Plans, all prior certified Plats and Plans for Meeder, A Planned Community are incorporated herein and made an integral part hereof by this reference thereto.

**EXHIBIT C**

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

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3145	1
61	Type A	.3145	1
62	Type A	.3145	1
63	Type A	.3145	1
64	Type A	.3145	1
65	Type A	.3145	1
66	Type A	.3145	1
67	Type A	.3145	1
68	Type A	.3145	1
69	Type A	.3145	1
70	Type A	.3145	1
71	Type A	.3145	1
72	Type A	.3145	1
73	Type A	.3145	1
74	Type A	.3145	1
75	Type A	.3145	1
135	Type A	.3145	1
136	Type A	.3145	1
137	Type A	.3145	1
138	Type A	.3145	1
139	Type A	.3145	1
140	Type B	.3145	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
141	Type B	.3145	1
142	Type B	.3145	1
143	Type B	.3145	1
144	Type B	.3145	1
145	Type B	.3145	1
146	Type B	.3145	1
147	Type B	.3145	1
148	Type B	.3145	1
149	Type B	.3145	1
150	Type B	.3145	1
151	Type B	.3145	1
152	Type B	.3145	1
153	Type B	.3145	1
154	Type B	.3145	1
155	Type B	.3145	1
156	Type B	.3145	1
157	Type B	.3145	1
158	Type B	.3145	1
159	Type B	.3145	1
160	Type B	.3145	1
161	Type B	.3145	1
162	Type B	.3145	1
163	Type B	.3145	1
179	Type B	.3145	1
180	Type B	.3145	1
181	Type B	.3145	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
200	Type D	.3145	1
201	Type D	.3145	1
202	Type D	.3145	1
203	Type D	.3145	1
204	Type D	.3145	1
205	Type D	.3145	1
206	Type D	.3145	1
207	Type D	.3145	1
208	Type D	.3145	1
209	Type D	.3145	1
210	Type D	.3145	1
211	Type D	.3145	1
212	Type D	.3145	1
213	Type D	.3145	1
214	Type D	.3145	1
215	Type D	.3145	1
216	Type D	.3145	1
217	Type B	.3145	1
218	Type B	.3145	1
219	Type B	.3145	1
220	Type B	.3145	1
221	Type B	.3145	1
222	Type B	.3145	1
223	Type B	.3145	1
224	Type D	.3145	1
225	Type D	.3145	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
226	Type D	.3145	1
227	Type D	.3145	1
228	Type D	.3145	1
229	Type D	.3145	1
230	Type D	.3145	1
231	Type D	.3145	1
256	Type B	.3145	1
257	Type B	.3145	1
258	Type B	.3145	1
259	Type B	.3145	1
260	Type B	.3145	1
262A	Type D	.3145	1
262B	Type D	.3145	1
262C	Type D	.3145	1
262D	Type D	.3145	1
262E	Type D	.3145	1
262F	Type D	.3145	1
262G	Type D	.3145	1
262H	Type D	.3145	1
263A	Type D	.3145	1
263B	Type D	.3145	1
263C	Type D	.3145	1
263D	Type D	.3145	1
263E	Type D	.3145	1
263F	Type D	.3145	1
263G	Type D	.3145	1

**EXHIBIT D**

**CERTIFICATE OF COMPLETION**

**FOR**

**MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company**, a Pennsylvania corporation, the declarant ("Declarant") of Meeder, A Planned Community (the "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 Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit No. 298 and Unit No. 300** (together, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of such Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units 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 Follows.)**

IN WITNESS WHEREOF, this Certificate is executed this 9<sup>th</sup> day of January, 2024.

(Professional Seal)

Name: David M. Heath  
Registered Professional Engineer



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

:  
:  
:

SS.

Commonwealth of Pennsylvania - Notary Seal  
Shelley M. Cardimen, Notary Public  
Allegheny County  
My commission expires December 11, 2027  
Commission number 1295179  
Member, Pennsylvania Association of Notaries

On this, the 9<sup>th</sup> day of January, 2024, 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.

## CERTIFICATION

I, **DAVID M. HEATH**, being a Registered Professional Engineer (**Pennsylvania License No. 085175**), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, 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. Except as otherwise stated herein, all information pertaining to Planned Community Phase 7 that is required by Section 5210 of Act is contained in:

(i) that certain subdivision plan titled MEEDER, recorded in the Recorder's Office as Instrument No. 201901280001588 ("Meeder Plan"); and

(ii) that certain subdivision plan titled MEEDER PLAN PHASE ONE, recorded in the Recorder's Office as Instrument No. 201902010001908; and

(iii) that certain subdivision plan titled MEEDER PLAN PHASE 7, 10 & 11, recorded in the Recorder's Office as Instrument No. 202010220023783; and

(iv) that certain subdivision plan titled MEEDER PLAN PHASE 8 & 9 and recorded in the Recorder's Office as Instrument No. 202212220025805 (collectively, the "Plans").

All information pertaining to Planned Community Phase 7 and required by Section 5210 of the Act that is not contained in the Plans is set forth below.

2. This Certification, and to the extent not inconsistent with this Certification, all prior Plats and Plans and Certifications for the Community recorded in the Recorder's Office, 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 "Meeder, A Planned Community."

4. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan, as more particularly described on Exhibit "A" to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community, dated January 30, 2019 and recorded in the Recorder's Office as Instrument No. 201902010001910 (as amended from time to time, the "Declaration").

5. Except for the Units, Common Elements and Limited Common Elements located within Planned Community Phases 1(A), 2, 3, 4, 5, 6, and 7, as described in the Declaration, all proposed improvements shown on the Plans and within all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate 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 Plans is subject to change without notice.

6. The Convertible Real Estate and/or Withdrawable Real Estate is the Community as described on Exhibit "A" to the Declaration less and excepting therefrom Planned Community Phases 1(A), 2, 3, 4, 5, 6 and 7, as described in the Declaration.



7. The Additional Real Estate is more particularly described on Exhibit "E" of the Declaration, less and excepting therefrom any portion thereof that is now part of the Property.

8. Planned Community Phase 7 is comprised of:

- a. **Unit No. 298 and Unit No. 300**; and
- b. Any Limited Common Elements appurtenant thereto, as described in Article III of the Declaration (if any).

9. **Unit No. 298 and Unit No. 300** are Type B Units as described in Section 2.2.2 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plans. The said Units include, without limitation, any dwelling or other building or structure located within said boundaries, and to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal (i.e., upper and lower) boundaries for said Units.

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 a Unit Owner will own only an estate for years.

13. Subject to Declarant's right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

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

**[Signature Page Follows]**

Dated: January 9<sup>th</sup> 2024

  
Name: DAVID M. HEATH

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA  
:  
:  
COUNTY OF ALLEGHENY

SS:

Commonwealth of Pennsylvania - Notary Seal  
Shelley M. Cardimen, Notary Public  
Allegheny County  
My commission expires December 11, 2027  
Commission number 1295179  
Member, Pennsylvania Association of Notaries

On this, the 9<sup>th</sup> day of January, 2024, before me, the undersigned officer, personally appeared **DAVID M. HEALTH**, 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: 12/11/2027



Instr: 202402210002288

Pgs: 37 F: \$86.50

2/21/2024 11:08 AM

Michele Mustello

T20240001889

Butler County Recorder PA



**Prepared by and return to:**

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



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

**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 "Meeder,  
A Planned Community" in both  
the Grantor and Grantee indexes.

**ELEVENTH AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND  
ESTABLISHMENT OF NEIGHBORHOOD ASSOCIATION  
FOR  
MEEDER, A PLANNED COMMUNITY**

This Amendment ("Amendment") is made as of this 16 day of February, 2024, by  
Rochester Road Investment Company, a Pennsylvania corporation ("Declarant").

**BACKGROUND:**

A. Pursuant to a certain Declaration of Covenants, Restrictions, Easements and  
Establishment of Neighborhood Association for Meeder, A Planned Community dated January  
30, 2019, executed by Declarant and recorded in the Office of the Recorder of Deeds in and for  
Butler County, Pennsylvania ("Recorder's Office") as Instrument No. 201902010001910 (together  
with the Plats and Plans attached thereto, the "Declaration"), Declarant submitted to the  
provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. (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  
"Meeder, A Planned Community" (the "Community").

B. No Units were created in the Community upon recording of the Declaration.

C. Pursuant to Article XX of the Declaration, Declarant reserved an option 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 the expiration of the Development Period (the "Conversion Rights").

D. Pursuant to a certain First Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 201910150020630, Third Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202102100004033, Fourth Amendment to the Declaration recorded with the Recorder's Office as Instrument Number 202205180010880, Fifth Amendment to Declaration recorded with the Recorder's Office as Instrument Number 202209150019769, Sixth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202302140002094, Seventh Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202310100015125, Eighth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202311130017002, Ninth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202311210017552, and Tenth Amendment to the Declaration recorded with the Recorder's Office as Instrument No. 202401100000439 (the "Tenth Amendment"), Declarant exercised its conversion rights to convert a portion of the Convertible Real Estate described in Exhibit "A" attached thereto into additional Units and Limited Common Elements appurtenant thereto, thus increasing the total number of Units in the Community to three hundred eighteen (318).

E. Declarant now desires to exercise its Conversion Rights to convert the portion of Convertible Real Estate described in **Exhibit A** hereto and referred to herein as the "Converted Real Estate" into Units and Limited Common Elements (if any) as hereinafter provided, thus increasing the total number of Units in the Community to three hundred twenty-two (322).

F. In addition, Declarant desires to re-record an Exhibit to the Tenth Amendment to correct an inadvertent error, as set forth herein.

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 this reference thereto and made apart hereof.

2. The Converted Real Estate, as described on **Exhibit A** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto (if any) as shown on the Amended Declaration Plats and Plans for Planned Community Phase 8 (as distinguished from any subdivision and land development phases) attached as **Exhibit B** hereto and made a part hereof (the "Amended Plats and Plans").

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

4. A Certificate of Completion for **Unit Nos. 299, 301, 302 and 313**, is attached hereto and made a part hereof as **Exhibit D**.

5. Declarant inadvertently recorded an incomplete Exhibit C to the Tenth Amendment. Declarant hereby corrects the inadvertent error by attaching the full and complete Exhibit C to the Tenth Amendment hereto as **Exhibit E**.

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

**[Signature page follows.]**



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE**

ALL THOSE CERTAIN tracts of land situate in Cranberry Township, Butler County, Pennsylvania, more particularly bound and described as Planned Community Phase 8 (as distinguished from any subdivision and land development phase) on the Amended Plats and Plans attached hereto as **Exhibit B**.

Planned Community Phase 8 consists of **Unit Nos. 299, 301, 302 and 313**, together with any Limited Common Elements appurtenant to such Units (if any).

**EXHIBIT B**

**AMENDED PLATS AND PLANS**

The attached Certification, together with the documents referred to in Section 1 therein, shall collectively constitute the Amended Plats and Plans as permitted by Section 5210(i) of the Act. The said Amended Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto. To the extent not inconsistent with the Amended Plats and Plans, all prior certified Plats and Plans for Meeder, A Planned Community are 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. 085175**), independent of Rochester Road Investment Company, a Pennsylvania corporation, Declarant of Meeder, 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. Except as otherwise stated herein, all information pertaining to Planned Community Phase 8 that is required by Section 5210 of Act is contained in:

(i) that certain subdivision plan titled MEEDER, recorded in the Recorder's Office as Instrument No. 201901280001588 ("Meeder Plan"); and

(ii) that certain subdivision plan titled MEEDER PLAN PHASE ONE, recorded in the Recorder's Office as Instrument No. 201902010001908; and

(iii) that certain subdivision plan titled MEEDER PLAN PHASE 7, 10 & 11, recorded in the Recorder's Office as Instrument No. 202010220023783; and

(iv) that certain subdivision plan titled MEEDER PLAN PHASE 8 & 9 and recorded in the Recorder's Office as Instrument No. 202212220025805 (collectively, the "Plans").

All information pertaining to Planned Community Phase 8 and required by Section 5210 of the Act that is not contained in the Plans is set forth below.

2. This Certification, and to the extent not inconsistent with this Certification, all prior Plats and Plans and Certifications for the Community recorded in the Recorder's Office, 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 "Meeder, A Planned Community."

4. The location and dimensions of the Community are identified on page one (1) of the Meeder Plan, as more particularly described on Exhibit "A" to the Declaration of Covenants, Restrictions, Easements, and Establishment of Neighborhood Association For Meeder, A Planned Community, dated January 30, 2019 and recorded in the Recorder's Office as Instrument No. 201902010001910 (as amended from time to time, the "Declaration").

5. Except for the Units, Common Elements and Limited Common Elements located within Planned Community Phases 1(A), 2, 3, 4, 5, 6, 7, and 8, as described in the Declaration, all proposed improvements shown on the Plans and within all Convertible Real Estate, Withdrawable Real Estate and Additional Real Estate 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 Plans is subject to change without notice.

6. The Convertible Real Estate and/or Withdrawable Real Estate is the Community as described on Exhibit "A" to the Declaration **less and excepting therefrom** Planned Community Phases 1(A), 2, 3, 4, 5, 6, 7, and 8, as described in the Declaration.

7. The Additional Real Estate is more particularly described on Exhibit "E" of the Declaration, less and excepting therefrom any portion thereof that is now part of the Property.

8. Planned Community Phase 8 is comprised of:

- a. **Unit Nos. 299, 301, 302 and 313;** and
- b. Any Limited Common Elements appurtenant thereto, as described in Article III of the Declaration (if any).

9. **Unit Nos. 299, 301, 302 and 313** are Type B Units as described in Section 2.2.2 of the Declaration. The Unit numbers and vertical boundaries of the said Units are identical to the corresponding lot numbers and lot boundaries shown on the Plans. The said Units include, without limitation, any dwelling or other building or structure located within said boundaries, and to the centerline of any Party Wall, as defined and described in the Declaration. There are no horizontal (i.e., upper and lower) boundaries for said Units.

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 a Unit Owner will own only an estate for years.

13. Subject to Declarant's right to add any Additional Real Estate pursuant to Article XXII of the Declaration, as of the date of this Certification, all parcels of real estate comprising the Community are contiguous.

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

**[Signature Page Follows]**

Dated: February 15, 2024



Name: DAVID M. HEATH

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA


:  
:  
:

SS:

COUNTY OF ALLEGHENY

On this, the 15<sup>th</sup> day of February, 2024, before me, the undersigned officer, personally appeared **DAVID M. HEALTH**, 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: 12/11/2027

Commonwealth of Pennsylvania - Notary Seal  
Shelley M. Cardimen, Notary Public  
Allegheny County  
My commission expires December 11, 2027  
Commission number 1295179  
Member, Pennsylvania Association of Notaries

## EXHIBIT C

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

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3106	1
61	Type A	.3106	1
62	Type A	.3106	1
63	Type A	.3106	1
64	Type A	.3106	1
65	Type A	.3106	1
66	Type A	.3106	1
67	Type A	.3106	1
68	Type A	.3106	1
69	Type A	.3106	1
70	Type A	.3106	1
71	Type A	.3106	1
72	Type A	.3106	1
73	Type A	.3106	1
74	Type A	.3106	1
75	Type A	.3106	1
135	Type A	.3106	1
136	Type A	.3106	1
137	Type A	.3106	1
138	Type A	.3106	1
139	Type A	.3106	1
140	Type B	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
141	Type B	.3106	1
142	Type B	.3106	1
143	Type B	.3106	1
144	Type B	.3106	1
145	Type B	.3106	1
146	Type B	.3106	1
147	Type B	.3106	1
148	Type B	.3106	1
149	Type B	.3106	1
150	Type B	.3106	1
151	Type B	.3106	1
152	Type B	.3106	1
153	Type B	.3106	1
154	Type B	.3106	1
155	Type B	.3106	1
156	Type B	.3106	1
157	Type B	.3106	1
158	Type B	.3106	1
159	Type B	.3106	1
160	Type B	.3106	1
161	Type B	.3106	1
162	Type B	.3106	1
163	Type B	.3106	1
179	Type B	.3106	1
180	Type B	.3106	1
181	Type B	.3106	1
200	Type D	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
201	Type D	.3106	1
202	Type D	.3106	1
203	Type D	.3106	1
204	Type D	.3106	1
205	Type D	.3106	1
206	Type D	.3106	1
207	Type D	.3106	1
208	Type D	.3106	1
209	Type D	.3106	1
210	Type D	.3106	1
211	Type D	.3106	1
212	Type D	.3106	1
213	Type D	.3106	1
214	Type D	.3106	1
215	Type D	.3106	1
216	Type D	.3106	1
217	Type B	.3106	1
218	Type B	.3106	1
219	Type B	.3106	1
220	Type B	.3106	1
221	Type B	.3106	1
222	Type B	.3106	1
223	Type B	.3106	1
224	Type D	.3106	1
225	Type D	.3106	1
226	Type D	.3106	1
227	Type D	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
228	Type D	.3106	1
229	Type D	.3106	1
230	Type D	.3106	1
231	Type D	.3106	1
256	Type B	.3106	1
257	Type B	.3106	1
258	Type B	.3106	1
259	Type B	.3106	1
260	Type B	.3106	1
262A	Type D	.3106	1
262B	Type D	.3106	1
262C	Type D	.3106	1
262D	Type D	.3106	1
262E	Type D	.3106	1
262F	Type D	.3106	1
262G	Type D	.3106	1
262H	Type D	.3106	1
263A	Type D	.3106	1
263B	Type D	.3106	1
263C	Type D	.3106	1
263D	Type D	.3106	1
263E	Type D	.3106	1
263F	Type D	.3106	1
263G	Type D	.3106	1
263H	Type D	.3106	1
273	Type B	.3106	1
274	Type B	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
275	Type B	.3106	1
276	Type B	.3106	1
277	Type B	.3106	1
278	Type B	.3106	1
279	Type B	.3106	1
280	Type B	.3106	1
281	Type B	.3106	1
282	Type B	.3106	1
283	Type B	.3106	1
284	Type B	.3106	1
285	Type B	.3106	1
<b>Existing Planned Community Phase 2</b>			
1	Type A	.3106	1
2	Type A	.3106	1
3	Type A	.3106	1
4	Type A	.3106	1
5	Type A	.3106	1
6	Type A	.3106	1
7	Type A	.3106	1
8	Type A	.3106	1
9	Type A	.3106	1
10	Type A	.3106	1
11	Type A	.3106	1
12	Type A	.3106	1
13	Type A	.3106	1
14	Type A	.3106	1
15	Type A	.3106	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
16	Type A	.3106	1
17	Type A	.3106	1
18	Type A	.3106	1
19	Type A	.3106	1
20	Type A	.3106	1
21	Type A	.3106	1
22	Type A	.3106	1
23	Type A	.3106	1
24	Type A	.3106	1
25	Type A	.3106	1
26	Type A	.3106	1
27	Type A	.3106	1
28	Type A	.3106	1
29	Type A	.3106	1
30	Type A	.3106	1
31	Type A	.3106	1
32	Type A	.3106	1
33	Type A	.3106	1
34	Type A	.3106	1
35	Type A	.3106	1
36	Type A	.3106	1
37	Type A	.3106	1
38	Type A	.3106	1
39	Type A	.3106	1
40	Type A	.3106	1
41	Type A	.3106	1
42	Type A	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
43	Type A	.3106	1
44	Type A	.3106	1
45	Type A	.3106	1
46	Type A	.3106	1
47	Type B	.3106	1
48	Type B	.3106	1
49	Type B	.3106	1
50	Type B	.3106	1
51	Type B	.3106	1
52	Type B	.3106	1
53	Type B	.3106	1
54	Type B	.3106	1
55	Type B	.3106	1
56	Type A	.3106	1
57	Type A	.3106	1
58	Type A	.3106	1
59	Type A	.3106	1
165	Type B	.3106	1
166	Type B	.3106	1
167	Type B	.3106	1
168	Type B	.3106	1
169	Type B	.3106	1
170	Type B	.3106	1
171	Type B	.3106	1
172	Type B	.3106	1
173	Type B	.3106	1
174	Type B	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
175	Type B	.3106	1
176	Type B	.3106	1
177	Type B	.3106	1
178	Type B	.3106	1
182	Type D	.3106	1
183	Type D	.3106	1
184	Type D	.3106	1
185	Type D	.3106	1
186	Type D	.3106	1
187	Type D	.3106	1
188	Type D	.3106	1
189	Type D	.3106	1
190	Type D	.3106	1
191	Type D	.3106	1
192	Type D	.3106	1
193	Type D	.3106	1
194	Type D	.3106	1
195	Type D	.3106	1
196	Type D	.3106	1
197	Type D	.3106	1
198	Type D	.3106	1
199	Type D	.3106	1
232	Type D	.3106	1
233	Type D	.3106	1
234	Type D	.3106	1
235	Type D	.3106	1
236	Type D	.3106	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
237	Type D	.3106	1
238	Type D	.3106	1
239	Type D	.3106	1
240	Type D	.3106	1
241	Type D	.3106	1
242	Type D	.3106	1
243	Type D	.3106	1
244	Type D	.3106	1
245	Type D	.3106	1
246	Type D	.3106	1
247	Type D	.3106	1
248	Type D	.3106	1
249	Type D	.3106	1
250	Type D	.3106	1
251	Type D	.3106	1
252	Type D	.3106	1
253	Type D	.3106	1
254	Type D	.3106	1
255	Type D	.3106	1
132A	Type E – Residential	.3106	1
132B	Type E – Residential	.3106	1
132C	Type E – Residential	.3106	1
132D	Type E – Residential	.3106	1
132E	Type E – Non-Residential	.3106	1
133A	Type E – Residential	.3106	1
133B	Type E – Residential	.3106	1
133C	Type E – Residential	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
133D	Type E – Residential	.3106	1
133E	Type E – Non-Residential	.3106	1
134A	Type E – Residential	.3106	1
134B	Type E – Residential	.3106	1
134C	Type E – Residential	.3106	1
134D	Type E – Residential	.3106	1
134E	Type E – Non-Residential	.3106	1
134F	Type E – Non-Residential	.3106	1
<b>Existing Planned Community Phase 3</b>			
88	Type B	.3106	1
89	Type B	.3106	1
90	Type B	.3106	1
91	Type B	.3106	1
92	Type B	.3106	1
93	Type B	.3106	1
94	Type B	.3106	1
95	Type B	.3106	1
96	Type B	.3106	1
97	Type B	.3106	1
98	Type B	.3106	1
99	Type B	.3106	1
100	Type B	.3106	1
101	Type B	.3106	1
102	Type B	.3106	1
103	Type B	.3106	1
104	Type B	.3106	1
105	Type B	.3106	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
106	Type B	.3106	1
107	Type B	.3106	1
108	Type B	.3106	1
109	Type B	.3106	1
110	Type B	.3106	1
<b>Existing Planned Community Phase 4</b>			
77	Type B	.3106	1
78	Type B	.3106	1
79	Type B	.3106	1
80	Type B	.3106	1
81	Type B	.3106	1
82	Type B	.3106	1
83	Type B	.3106	1
84	Type B	.3106	1
85	Type B	.3106	1
86	Type B	.3106	1
87	Type B	.3106	1
303	Type B	.3106	1
304	Type B	.3106	1
305	Type B	.3106	1
306	Type B	.3106	1
307	Type B	.3106	1
308	Type B	.3106	1
309	Type B	.3106	1
310	Type B	.3106	1
311	Type B	.3106	1
<b>Existing Planned Community Phase 5</b>			

Unit Number	Unit Type	Allocated Interest	Number of Votes
294	Type B	.3106	1
295	Type B	.3106	1
296	Type B	.3106	1
297	Type B	.3106	1
<b>Existing Planned Community Phase 6</b>			
116	Type D	.3106	1
117	Type D	.3106	1
118	Type D	.3106	1
119	Type D	.3106	1
120	Type D	.3106	1
121	Type D	.3106	1
122	Type D	.3106	1
123	Type D	.3106	1
124	Type B	.3106	1
125	Type B	.3106	1
126	Type B	.3106	1
127	Type B	.3106	1
128	Type B	.3106	1
129	Type B	.3106	1
130	Type B	.3106	1
131	Type B	.3106	1
286	Type D	.3106	1
287	Type D	.3106	1
288	Type D	.3106	1
289	Type D	.3106	1
290	Type D	.3106	1
291	Type D	.3106	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
292	Type D	.3106	1
293	Type D	.3106	1
<b>Planned Community Phase 7</b>			
298	Type B	.3106	1
300	Type B	.3106	1
<b>New Planned Community Phase 8</b>			
299	Type B	.3106	1
301	Type B	.3106	1
302	Type B	.3106	1
313	Type B	.3106	1
<b>TOTAL (322 Units)</b>		<b>100%</b>	<b>322</b>



**EXHIBIT D****CERTIFICATE OF COMPLETION****FOR****MEEDER, A PLANNED COMMUNITY**

The undersigned, David M. Heath, being a Registered Professional Engineer (Pennsylvania License No. PE085175), independent of **Rochester Road Investment Company**, a Pennsylvania corporation, the declarant ("Declarant") of Meeder, A Planned Community (the "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 Meeder, A Planned Community dated January 30, 2019, and recorded in the Office of the Recorder of Deeds in and for Butler County, Pennsylvania, as Instrument Number 201902010001910 (as amended, 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. (the "Act"), hereby certifies the following as to **Unit Nos. 299, 301, 302 and 313** (together, the "Units"):

- (a) The structural components and common element mechanical systems of the structure containing or constituting the Units are substantially completed to the extent required of Declarant so as to permit the use of such Units and any limited common elements appurtenant thereto for their intended use.
- (b) The Units 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 Follows.)**

IN WITNESS WHEREOF, this Certificate is executed this 15 day of February, 2024.

(Professional Seal)



Name: David M. Heath  
Registered Professional Engineer

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

On this, the 15<sup>th</sup> day of February, 2024, 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.

Commonwealth of Pennsylvania - Notary Seal  
Shelley M. Cardmen, Notary Public  
Allegheny County  
My commission expires December 11, 2027  
Commission number 1295179  
Member, Pennsylvania Association of Notaries

  
Notary Public

**EXHIBIT E to ELEVENTH AMENDMENT****Exhibit C to the Tenth Amendment****ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY  
AND VOTES APPURTENANT TO UNITS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
<b>Existing Planned Community Phase 1(A)</b>			
60	Type A	.3145	1
61	Type A	.3145	1
62	Type A	.3145	1
63	Type A	.3145	1
64	Type A	.3145	1
65	Type A	.3145	1
66	Type A	.3145	1
67	Type A	.3145	1
68	Type A	.3145	1
69	Type A	.3145	1
70	Type A	.3145	1
71	Type A	.3145	1
72	Type A	.3145	1
73	Type A	.3145	1
74	Type A	.3145	1
75	Type A	.3145	1
135	Type A	.3145	1
136	Type A	.3145	1
137	Type A	.3145	1
138	Type A	.3145	1
139	Type A	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
140	Type B	.3145	1
141	Type B	.3145	1
142	Type B	.3145	1
143	Type B	.3145	1
144	Type B	.3145	1
145	Type B	.3145	1
146	Type B	.3145	1
147	Type B	.3145	1
148	Type B	.3145	1
149	Type B	.3145	1
150	Type B	.3145	1
151	Type B	.3145	1
152	Type B	.3145	1
153	Type B	.3145	1
154	Type B	.3145	1
155	Type B	.3145	1
156	Type B	.3145	1
157	Type B	.3145	1
158	Type B	.3145	1
159	Type B	.3145	1
160	Type B	.3145	1
161	Type B	.3145	1
162	Type B	.3145	1
163	Type B	.3145	1
179	Type B	.3145	1
180	Type B	.3145	1
181	Type B	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
200	Type D	.3145	1
201	Type D	.3145	1
202	Type D	.3145	1
203	Type D	.3145	1
204	Type D	.3145	1
205	Type D	.3145	1
206	Type D	.3145	1
207	Type D	.3145	1
208	Type D	.3145	1
209	Type D	.3145	1
210	Type D	.3145	1
211	Type D	.3145	1
212	Type D	.3145	1
213	Type D	.3145	1
214	Type D	.3145	1
215	Type D	.3145	1
216	Type D	.3145	1
217	Type B	.3145	1
218	Type B	.3145	1
219	Type B	.3145	1
220	Type B	.3145	1
221	Type B	.3145	1
222	Type B	.3145	1
223	Type B	.3145	1
224	Type D	.3145	1
225	Type D	.3145	1
226	Type D	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
227	Type D	.3145	1
228	Type D	.3145	1
229	Type D	.3145	1
230	Type D	.3145	1
231	Type D	.3145	1
256	Type B	.3145	1
257	Type B	.3145	1
258	Type B	.3145	1
259	Type B	.3145	1
260	Type B	.3145	1
262A	Type D	.3145	1
262B	Type D	.3145	1
262C	Type D	.3145	1
262D	Type D	.3145	1
262E	Type D	.3145	1
262F	Type D	.3145	1
262G	Type D	.3145	1
262H	Type D	.3145	1
263A	Type D	.3145	1
263B	Type D	.3145	1
263C	Type D	.3145	1
263D	Type D	.3145	1
263E	Type D	.3145	1
263F	Type D	.3145	1
263G	Type D	.3145	1
263H	Type D	.3145	1
273	Type B	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
274	Type B	.3145	1
275	Type B	.3145	1
276	Type B	.3145	1
277	Type B	.3145	1
278	Type B	.3145	1
279	Type B	.3145	1
280	Type B	.3145	1
281	Type B	.3145	1
282	Type B	.3145	1
283	Type B	.3145	1
284	Type B	.3145	1
285	Type B	.3145	1
<b>Existing Planned Community Phase 2</b>			
1	Type A	.3145	1
2	Type A	.3145	1
3	Type A	.3145	1
4	Type A	.3145	1
5	Type A	.3145	1
6	Type A	.3145	1
7	Type A	.3145	1
8	Type A	.3145	1
9	Type A	.3145	1
10	Type A	.3145	1
11	Type A	.3145	1
12	Type A	.3145	1
13	Type A	.3145	1
14	Type A	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
15	Type A	.3145	1
16	Type A	.3145	1
17	Type A	.3145	1
18	Type A	.3145	1
19	Type A	.3145	1
20	Type A	.3145	1
21	Type A	.3145	1
22	Type A	.3145	1
23	Type A	.3145	1
24	Type A	.3145	1
25	Type A	.3145	1
26	Type A	.3145	1
27	Type A	.3145	1
28	Type A	.3145	1
29	Type A	.3145	1
30	Type A	.3145	1
31	Type A	.3145	1
32	Type A	.3145	1
33	Type A	.3145	1
34	Type A	.3145	1
35	Type A	.3145	1
36	Type A	.3145	1
37	Type A	.3145	1
38	Type A	.3145	1
39	Type A	.3145	1
40	Type A	.3145	1
41	Type A	.3145	1



Unit Number	Unit Type	Allocated Interest	Number of Votes
42	Type A	.3145	1
43	Type A	.3145	1
44	Type A	.3145	1
45	Type A	.3145	1
46	Type A	.3145	1
47	Type B	.3145	1
48	Type B	.3145	1
49	Type B	.3145	1
50	Type B	.3145	1
51	Type B	.3145	1
52	Type B	.3145	1
53	Type B	.3145	1
54	Type B	.3145	1
55	Type B	.3145	1
56	Type A	.3145	1
57	Type A	.3145	1
58	Type A	.3145	1
59	Type A	.3145	1
165	Type B	.3145	1
166	Type B	.3145	1
167	Type B	.3145	1
168	Type B	.3145	1
169	Type B	.3145	1
170	Type B	.3145	1
171	Type B	.3145	1
172	Type B	.3145	1
173	Type B	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
174	Type B	.3145	1
175	Type B	.3145	1
176	Type B	.3145	1
177	Type B	.3145	1
178	Type B	.3145	1
182	Type D	.3145	1
183	Type D	.3145	1
184	Type D	.3145	1
185	Type D	.3145	1
186	Type D	.3145	1
187	Type D	.3145	1
188	Type D	.3145	1
189	Type D	.3145	1
190	Type D	.3145	1
191	Type D	.3145	1
192	Type D	.3145	1
193	Type D	.3145	1
194	Type D	.3145	1
195	Type D	.3145	1
196	Type D	.3145	1
197	Type D	.3145	1
198	Type D	.3145	1
199	Type D	.3145	1
232	Type D	.3145	1
233	Type D	.3145	1
234	Type D	.3145	1
235	Type D	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
236	Type D	.3145	1
237	Type D	.3145	1
238	Type D	.3145	1
239	Type D	.3145	1
240	Type D	.3145	1
241	Type D	.3145	1
242	Type D	.3145	1
243	Type D	.3145	1
244	Type D	.3145	1
245	Type D	.3145	1
246	Type D	.3145	1
247	Type D	.3145	1
248	Type D	.3145	1
249	Type D	.3145	1
250	Type D	.3145	1
251	Type D	.3145	1
252	Type D	.3145	1
253	Type D	.3145	1
254	Type D	.3145	1
255	Type D	.3145	1
132A	Type E – Residential	.3145	1
132B	Type E – Residential	.3145	1
132C	Type E – Residential	.3145	1
132D	Type E – Residential	.3145	1
132E	Type E – Non-Residential	.3145	1
133A	Type E – Residential	.3145	1
133B	Type E – Residential	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
133C	Type E – Residential	.3145	1
133D	Type E – Residential	.3145	1
133E	Type E – Non-Residential	.3145	1
134A	Type E – Residential	.3145	1
134B	Type E – Residential	.3145	1
134C	Type E – Residential	.3145	1
134D	Type E – Residential	.3145	1
134E	Type E – Non-Residential	.3145	1
134F	Type E – Non-Residential	.3145	1
<b>Existing Planned Community Phase 3</b>			
88	Type B	.3145	1
89	Type B	.3145	1
90	Type B	.3145	1
91	Type B	.3145	1
92	Type B	.3145	1
93	Type B	.3145	1
94	Type B	.3145	1
95	Type B	.3145	1
96	Type B	.3145	1
97	Type B	.3145	1
98	Type B	.3145	1
99	Type B	.3145	1
100	Type B	.3145	1
101	Type B	.3145	1
102	Type B	.3145	1
103	Type B	.3145	1
104	Type B	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
105	Type B	.3145	1
106	Type B	.3145	1
107	Type B	.3145	1
108	Type B	.3145	1
109	Type B	.3145	1
110	Type B	.3145	1
<b>Existing Planned Community Phase 4</b>			
77	Type B	.3145	1
78	Type B	.3145	1
79	Type B	.3145	1
80	Type B	.3145	1
81	Type B	.3145	1
82	Type B	.3145	1
83	Type B	.3145	1
84	Type B	.3145	1
85	Type B	.3145	1
86	Type B	.3145	1
87	Type B	.3145	1
303	Type B	.3145	1
304	Type B	.3145	1
305	Type B	.3145	1
306	Type B	.3145	1
307	Type B	.3145	1
308	Type B	.3145	1
309	Type B	.3145	1
310	Type B	.3145	1
311	Type B	.3145	1

Unit Number	Unit Type	Allocated Interest	Number of Votes
<b>Existing Planned Community Phase 5</b>			
294	Type B	.3145	1
295	Type B	.3145	1
296	Type B	.3145	1
297	Type B	.3145	1
<b>Existing Planned Community Phase 6</b>			
116	Type D	.3145	1
117	Type D	.3145	1
118	Type D	.3145	1
119	Type D	.3145	1
120	Type D	.3145	1
121	Type D	.3145	1
122	Type D	.3145	1
123	Type D	.3145	1
124	Type B	.3145	1
125	Type B	.3145	1
126	Type B	.3145	1
127	Type B	.3145	1
128	Type B	.3145	1
129	Type B	.3145	1
130	Type B	.3145	1
131	Type B	.3145	1
286	Type D	.3145	1
287	Type D	.3145	1
288	Type D	.3145	1
289	Type D	.3145	1
290	Type D	.3145	1

<b>Unit Number</b>	<b>Unit Type</b>	<b>Allocated Interest</b>	<b>Number of Votes</b>
291	Type D	.3145	1
292	Type D	.3145	1
293	Type D	.3145	1
<b>New Planned Community Phase 7 (per Tenth Amendment)</b>			
298	Type B	.3145	1
300	Type B	.3145	1
<b>TOTAL (318 Units)</b>		<b>100%</b>	<b>318</b>

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**BYLAWS**  
**OF**  
**MEEDER NEIGHBORHOOD ASSOCIATION, INC.**

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

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Dated: April 5, 2019



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BYLAWS  
OF  
MEEDER NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of Meeder Neighborhood Association, Inc. (the "Association") pursuant to the requirements of Section 5306 of the Act with respect to the planned community (the "Community") created by the recording of the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community in Cranberry Township, Butler County, Pennsylvania, as amended from time to time (the "Declaration") among the land records of Butler County, Pennsylvania.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. § 5101, *et seq.*, as amended from time to time (the "Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II

The Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the Community. The Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to his Unit, whether improved or unimproved,

and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Butler County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the third Thursday of October of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.6 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 11.5 and 11.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meetings.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

(b) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one (1) of the three (3) members of the Executive Board designated by the

Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect one (1) successor member of the Executive Board to act in the place and stead of the member resigning. Such successor member shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earliest of (i) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant, (ii) 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, (iii) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business, (iv) two (2) years after any development right to add new Units was last exercised, or (v) such longer period of time as may be permitted by law from time to time, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one (1) or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which he or she was elected. The successor member receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which he or she was elected. The remaining successor member shall serve until the next annual meeting of the Association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.6 hereof, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

2.6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 9.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, a quorum is present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call or other proof of quorum.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration, as last amended.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership, limited liability company or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the

owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "Majority Vote" means a vote by Unit Owners vested with more than fifty percent (50%) of the votes (as allocated in the Declaration, as last amended) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, cumulative voting shall be permitted. Accordingly, each Unit Owner entitled to vote shall have the right to multiply the number of votes to which such Unit Owner is entitled, by the total number of members of the Executive Board to be elected in the same election by the Unit Owners, and such Unit Owner may cast all of its votes for one candidate or such Unit Owner may distribute its votes among any two or more candidates. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b) hereof, if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are allocated.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(g) Class Voting; Cumulative Voting. Class voting shall be permitted as provided in Section 2.1.3 of the Declaration. Cumulative voting shall be permitted solely for the purpose of electing members of the Executive Board but for no other purpose.



2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. In the case of multiple Owners of a Unit, the proxy shall be executed in the same manner as the certificates described in Section 2.11(b) hereof. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the members of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

### ARTICLE III

#### Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XII of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community which shall include, but not be limited to, the following:

- (a) Adopt and amend bylaws, charts of maintenance responsibilities, rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings, or engage in arbitrations or mediations, in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements and make reasonable accommodations or permit reasonable modifications to be made to Units, the Common Facilities, the Controlled Facilities or the Common Elements, to accommodate people with disabilities (as defined by prevailing Federal, State or local statute, regulations, code or ordinance), Unit Owners, residents, tenants or employees;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 5302(a)(9) of the Act;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;

(m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws, Chart of Maintenance Responsibilities and Rules and Regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments, impose a Capital Improvement Fee upon the resale of a Unit; provided that any such fee shall be imposed in accordance with Section 5302(a)(12) of the Act;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

(p) Maintain property and liability insurance in connection with the Community in accordance with the provisions of the Declaration and Section 5312 of the Act;

(q) Effectuate any merger of the Community and the Association with any one or more planned communities and/or condominium(s) and its/their association, subject nonetheless to Section 19.3 of the Declaration;

(r) Delegate any powers of the Association to a Master Association in accordance with the provisions of the Declaration and Section 5302(a)(18) of the Act;

(s) Assign the Association's right to future income, including the right to receive Common Expense assessments; provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged;

(t) Invest the Association's reserve funds in investments permissible by law for the investment of trust funds, in accordance with the Prudent Investor Rule (20 Pa. C.S. §7203);

(u) Exercise any other powers conferred by the Act, Declaration or Bylaws;

(v) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association;

(w) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(x) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or special meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

The Executive Board and its members shall have no liability for exercising these powers provided they are exercised in good faith, in the best interest of the Association, and with care in the manner set forth in the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

Any contract with the Managing Agent must provide that it may be terminated with cause immediately upon providing written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year.

3.5. Delegation of Powers; Master Association. Subject to Section 19.2 of the Declaration, the Executive Board may delegate some or all of the powers of the Association to a Master Association or accept an assignment or delegation of powers from one or more planned communities or other incorporated or unincorporated associations in accordance with the provisions of Section 5302(a)(18) of the Act.

3.6. Election and Term of Office. Subject to Article XII of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, and at which a quorum is present, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners

entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.8. Vacancies. Except as set forth in Section 3.7 hereof with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) hereof, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.9. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.10. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by personal delivery or by mail, facsimile or electronic mail, at least three (3) business days prior to the day named for such meeting.

3.11. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by hand delivery or by mail, facsimile or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

3.12. Waiver of Notice. Any member may waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice. If all

members are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.13. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other.

3.14. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.15. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

3.16. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.17. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Association and one (1) or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.18. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.17 hereof.

3.19. Corporate Employees and Partners. Notwithstanding any other provision contained in the Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

## ARTICLE IV

### Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one (1) office.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five percent (5%) of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The President, Treasurer, Assistant Treasurer, Secretary, or a Managing Agent employed by the



Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The Association may charge the Unit Owner requesting such certificate or statement a reasonable fee for preparing a resale certificate and/or statement of unpaid assessments.

4.11. Amendments to the Declaration. Amendments to the Declaration that are required by the Act to be recorded by the Association, and which have been adopted in accordance with the provisions of the Declaration and the Act, shall be prepared, executed, certified and recorded on behalf of the Association by any officer of the Association designated by the Executive Board for that purpose or, in the absence of such designation, by the President of the Association.

## ARTICLE V

### Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, the Declaration, and as set forth on the Chart of Maintenance Responsibilities, as the same may be amended from time to time.

## ARTICLE VI

### Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner to comply with any provisions of the Community Documents or the Act shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty or other insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Chart of Maintenance Responsibilities, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations or the Chart of Maintenance Responsibilities adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act. In addition, any past due assessment or installment thereof shall bear interest at the rate established by the Association from time to time; provided that such rate shall not exceed fifteen percent (15%) per year.

6.4. Disputes. Any disputes between or among two or more Unit Owners relating to the Community, and any disputes between or among the Association and one or more Unit Owners relating to the Community (including, without limitation, in relation to any determination made by the Executive Board on behalf of the Association) shall be submitted in writing to the Executive Board for review (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the nature, scope and relevant facts related to the dispute and the names and contact information for all parties involved in the dispute (each a "Disputing Party" and collectively, the "Disputing Parties"). After submission of the Dispute Notice, the Executive Board shall then comply with the Notice and Hearing procedure in Section 18.2 of the Declaration and render a decision as to such dispute, which decision shall be final and binding on each and all Unit Owners and the Association, subject to Section 6.5 hereof. Notwithstanding the foregoing, with respect to any disputes solely between or among Unit Owners, the Executive Board shall have the right by majority vote, to decline to review and make a determination on such dispute for any reason whatsoever (including, without limitation, as a result of a conflict of interest in relation to a then existing board member of the Executive Board), in which case, the applicable Unit Owners shall have the right to resolve their dispute pursuant to Section 6.5 hereof and/or to exercise any or all of their other applicable rights at law or in equity. Further and notwithstanding anything herein to the contrary, at all times the Executive Board shall have the right and authority to seek a declaratory judgment or other judicial relief or order to assist it in carrying out its responsibilities under, and making any determinations related to, the Community Documents. All costs (including, without limitation, attorneys' fees) incurred in obtaining such a judgment or other judicial relief or order shall be borne by the Disputing Parties, or in the absence of Disputing Parties, by the Association as a Common Expense.

6.5. Alternative Dispute Resolution Procedure. In the event a Disputing Party disagrees with any final determination of the Executive Board made pursuant to Section 6.4 above or the Executive Board declines to make such a final determination pursuant to Section 6.4 above, the alternative dispute resolution procedure set forth in this Section 6.5 may be applied to resolve the dispute or disagreement, subject, however, to all of the ADR Requirements (as hereinafter defined). For purposes of this Section 6.5, the "Determination Date" shall mean the date on which the Executive Board provides written notice to the Disputing Parties of either its final determination of a dispute or of its decision to decline to make such a final determination. If all of the ADR Requirements are met, the Qualified Mediator (as hereinafter defined) shall hold a hearing pursuant to this Section 6.5 and either reaffirm or overturn the Executive Board's final determination. For the purpose of this Section, a Qualified Mediator shall mean an attorney, duly licensed and authorized to practice law in the Commonwealth of Pennsylvania, with at least two (2) years of legal experience in addressing issues related to common interest communities (including, without limitation, planned communities or condominiums) and who has not represented any Disputing Party (and if the Executive Board is a Disputing Party, then has also not represented any then existing board member of the Executive Board) within the past eighteen (18) full calendar months. The "ADR Requirements" are as follows:

- (a) The alternative dispute resolution procedure set forth in this Section 6.5 shall not be applicable unless all Disputing Parties (including the Executive Board if the Executive Board is a Disputing Party) consent in writing to have the

Executive Board's final determination reviewed by a Qualified Mediator pursuant to the terms of this Section 6.5;

(b) All Disputing Parties shall have the right to mutually agree upon a specific Qualified Mediator, provided, however, if the Disputing Parties cannot agree upon a specific Qualified Mediator within thirty (30) days after all parties agree to participate in the alternative dispute resolution procedure set forth in this Section 6.5, then the Executive Board shall have the right to unilaterally appoint a Qualified Mediator;

(c) The Disputing Parties and Qualified Mediator shall use good faith efforts to mutually agree upon a specific time, date and place for the hearing to be held by the Qualified Mediator, provided that if the Disputing Parties cannot agree upon a specific time, date and place within sixty (60) days after all parties agree to participate in the alternative dispute resolution procedure set forth in this Section 6.5, then the Qualified Mediator shall have the right to unilaterally schedule the hearing at a time, date and place reasonably acceptable to the Qualified Mediator and the Qualified Mediator shall communicate such time, date and place to all Disputing Parties. Further, in all cases, the hearing must be held within one hundred eighty (180) days after the Determination Date;

(d) All Disputing Parties shall equally share the costs and fees associated with the hearing, the Qualified Mediator and the alternative dispute procedure, excluding each Disputing Party's attorneys' fees that it may incur if it hires an attorney; and

(e) In all cases, the Executive Board shall have the right to participate (in its sole discretion) in the hearing and have the opportunity to present its reasoning and position to the Qualified Mediator.

## ARTICLE VII

### Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

## ARTICLE VIII

### Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be

maintained in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

8.3. 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 to the Association, 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.

## ARTICLE IX

### Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the

provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

9.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

9.4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

## **Meeder Guidelines for Architectural and Landscape Improvements**

Homeowners may request Architectural and Landscape Improvements if they so desire. Before proceeding, a written plan must be present to the Executive Board for review. The Board will give their recommendations to the Association Board (hereafter “the Association”) for approval. Upon written approval by the Association, the owner may proceed. In addition, architectural and landscape improvements may be subject to Township Zoning and Building Code requirements. Please contact the Township for questions on obtaining the proper permits during construction activities. The purpose of these Guidelines is to assist the homeowner in the planning process.

Improvements requiring Association approval are governed by the Declaration. The Restrictive Covenants covering architectural and landscape improvements are as follows:

- Any external improvements requiring a Building Permit
- Any alteration, modification or change in or to any of the exterior components, fixtures, materials, colors, and/or appearance of any building, fence, wall or other structure or any portion thereof including without limitation, any painting or staining thereof.
- Any addition to and/or demolition or removal of any building fence, wall or other structure or any portion thereof.
- Installation of lighting fixtures, illuminating devices or illumination sources, including but not limited to lamppost lights, anywhere on a property. (includes solar walkway lighting)
- Fencing, together with landscaping adjacent or in proximity thereto.
- Any landscape improvements.

**Guidelines:** These are guidelines for architectural and landscape improvements. Approval by the Association must be obtained before proceeding unless these guidelines specifically waive pre-approval.

### **1. STRUCTURE ADDITIONS**

#### **A. Storm Doors**

1. Storm doors shall be Exterior Full View storm doors in clear, beveled, or etched glass in white vinyl or white aluminum trim. Pre-approval is waived for exterior full view storm doors.
2. Storage facilities will be permitted for single family homes only. They must be attached to the dwelling.
3. Storage facilities will not exceed 3’ depth x 6’ width x 8’ height
4. The storage facility must maintain the architectural integrity of the dwelling and the community.
5. No storage facility will be permitted on the side of the dwelling except for dwellings that abut common space or open space.

B. Decks

1. Deck additions must be constructed of the exact material of the existing deck.
2. New deck construction – Must be constructed with low maintenance composite materials such as Royal Woods or Treks™ type materials and maintain the architectural integrity of the dwelling. The color of the deck shall be earth tones with white rails.
3. If the deck is more than 3 feet high, the exposed underside may be covered. Guidelines for covering the underside are as follows:
  - a) Low maintenance materials are required (PVC, Royal Wood or Treks™ type materials)
  - b) Pressure treated lattice or other pressure treated materials are prohibited.
  - c) Areas under deck must be covered with weed matting and stones or mulch.

**2. FREE STANDING STRUCTURES**

A. Pergolas, Trellises and Arbors. (Gazebos are not permitted)

1. Pergolas
  - a) Free standing Pergolas may be constructed in the rear yards of Single-Family properties only.
  - b) Pergolas may be added to existing or planned decks or patios for Single Family and Townhomes.
  - c) Pergolas must be fiberglass painted white, or white low maintenance material such as PVC or Royal Wood.
  - d) Structure cannot exceed 10ft x 10ft and 9ft in height. Dimension restrictions will be based upon existing deck dimensions.
  - e) Irregular shapes are permitted.
2. Trellises/Arbors
  - a) Free standing Trellises/Arbors may be constructed at the rear yards.
    1. Trellis/Arbor may be constructed of wood, metal, PVC.
    2. Trellis/Arbor may be pre-manufacture
  - b) Trellises for vegetation growth may be attached to dwelling structure. Trellises of this nature are permitted for Single Family Homes.
    1. If the dwelling has white siding, Trellis must be either of same color as exterior shutters to accentuate its architectural detail.
    2. Dwellings with other than white siding may have metal trellis or trellises painted white or the color of the shutters.
    3. Unpainted trellises are not permitted.



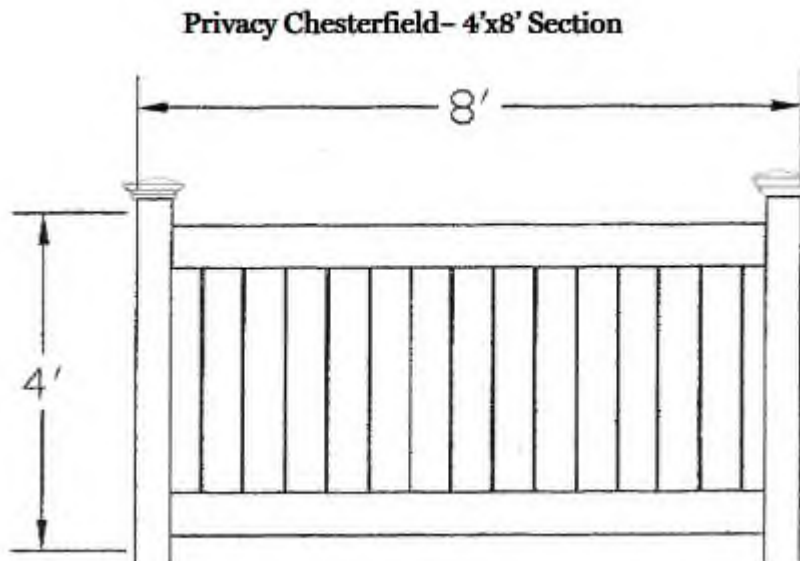
### 3. FENCES AND GATES

#### A. Single Family Homes

1. All fences shall be white in color and made of PVC.
2. The following are approved fence styles (See graphics below):
  - a) Privacy Chesterfield w/ Victorian Accent 6'h x 8' section (rear yards only)
  - b) Privacy Chesterfield – 4'h x 8' section (rear yards only)
  - c) Manchester Scalloped – 4'h x 8' section
  - d) Classic Manchester – 3'h x 8' section
  - e) Princeton with mid-rail – 3'h x 8' section
3. Front and side yard fences shall not exceed 36" (3ft) in height.
4. Fences in rear yards shall not exceed 72" (6ft).
5. Maintenance and appearances of fences will be the responsibility of the owner.
6. Fences shall be constructed at least 6" in from the property lines. The exception shall be as follows:
  - a) Two neighbors agree to the construction of a fence of their joint property line.
  - b) Proof of agreement is required.
  - c) Both neighbors shall be responsible for all maintenance and repairs as per their agreement.

#### B. Town Homes

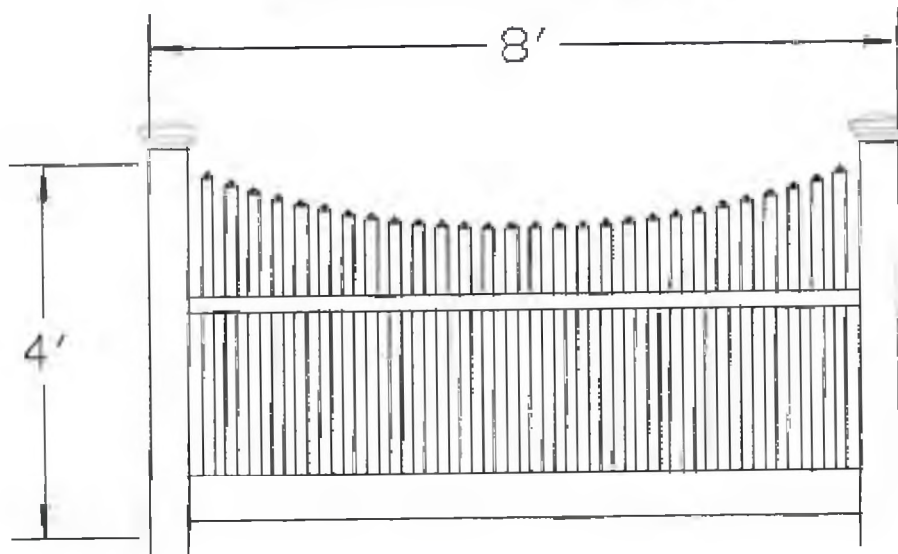
1. All fences shall be white in color and made of PVC.
2. Fences in front and side shall not exceed 36" (3ft) in height.
3. A courtyard privacy panel up to 72" (6ft) in height may be placed on the property line.



**Classic Manchester - 3'x8' Section**

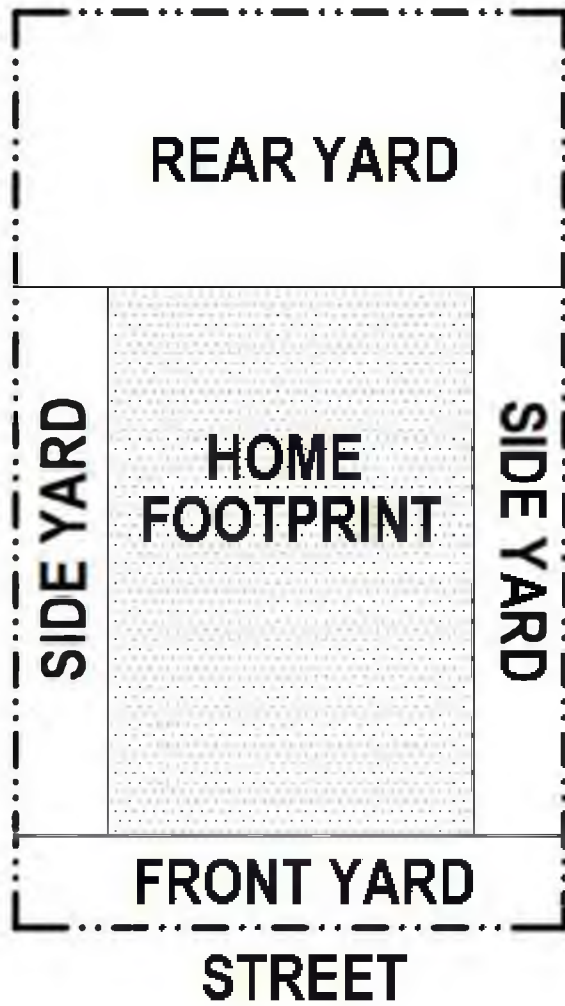


**Manchester Scalloped - 4'x8' Section**

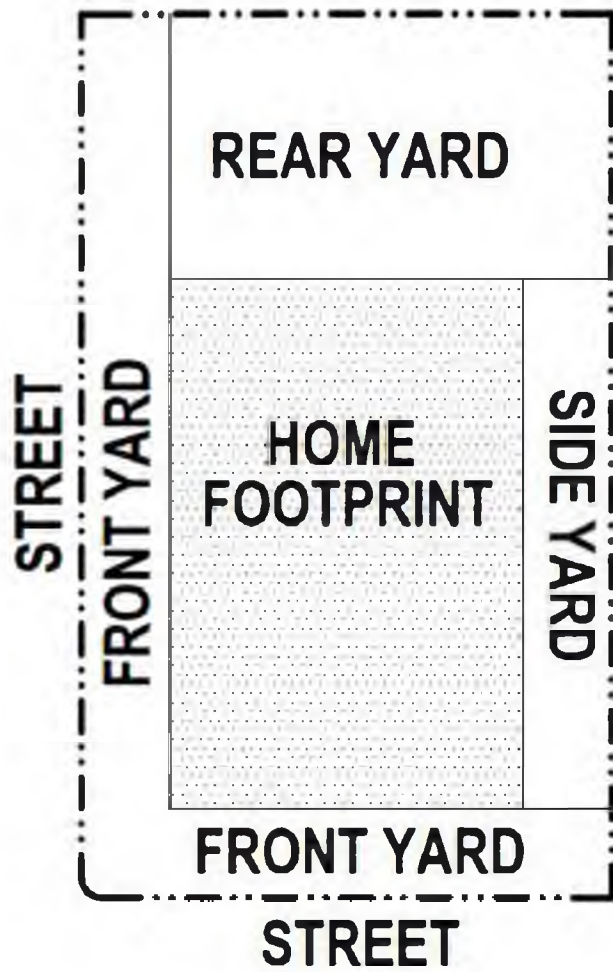


**Princeton with Mid Rail - 3'x8' Section**





**Standard Homesite  
Yard Definition for Fence Heights**



**Corner Homesite  
Yard Definition for Fence Heights**

#### 4. PONDS

- A. Permissible pond size shall be determined based on the lot size and dimensions.
- B. Ponds more than 30” in depth are not permitted.

#### 5. HARDSCAPING

##### A. Existing patios

1. Homeowners may cover existing concrete patios with hardscape products.
2. Products approved must be similar to existing materials of home.

##### B. New patios

1. Patio construction shall be in concrete, stamped concrete, composite landscape pavers, manufactured hardscape products (e.g. E.P. Henry), and natural hardscape products (e.g. flagstone).
2. Loose gravel patios are prohibited.

##### C. Retaining Walls

1. Walls less than or equal to 36 inches are permitted at the front of a property for cultivating flowering beds, etc. Depending on the circumstances, professional engineered plans may be required for approval.
2. Walls shall not be constructed that interfere with the engineered drainage system.

##### D. Stone walls and retaining walls shall not be used for fencing.

#### 6. LANDSCAPING

##### A. Installations and maintenance

1. The landscaping in front yards (front line of home extended to the side property lines to the edge of the roadway in front of the home) cannot be modified. Plant/tree replacement of the same size or larger is the only permitted activity in this area.
2. Any tree replaced must be replaced by a tree of at least 3” in diameter.
3. No hedge in excess of 42” in height shall be maintained in the front or side yard.
4. No hedge in excess of 72” in height shall be maintained in the rear of the residence.
5. Grading shall not be modified without Association and Township approval.
6. Homeowners are permitted to plan annuals and perennials in existing planting beds without Association approval.
7. Homeowners are required to get approval for installing flower or vegetable gardens.
8. Only black mulch is permitted. No other mulch types including, but not limited to, brown mulch, sand, or river rock is not allowed.

9. Dead plant/tree replacement is the responsibility of the property owner, regardless if the Association provides landscaping services on the property or not.

## **7. EXTERIOR, SECURITY AND LANDSCAPING LIGHTING**

- A. All lighting additions (including landscape lighting) requires approval by the Association.
- B. Attached to dwelling:
  1. Exterior lighting fixtures attached to homes must be black or antique bronze.
  2. Attached lighting fixtures include but are not limited to lights on garage, entryways and/or porches and decks.

## **8. MISCELLANEOUS**

- A. Patio and Deck Awnings
  1. Awnings must be retractable and may be manual or automatic.
  2. No awnings are permitted on the front of dwelling.
  3. Awnings must be color coordinated to home.
- B. Enclosed Decks
  1. No front or side porches or decks shall be enclosed.
  2. Decks in the rear of homes may be covered.
    - a. Screening is permitted if deck is covered.
    - b. Decks may be converted into 4 season rooms.
    - c. Covered decks may have ceiling fans, approval for fans within covered decks is not required.
- C. Children's Play Structures  
(Included but not limited to Swing Sets, Sand Boxes, Playhouses and Play Equipment)
  1. All permanent children's play structures require review and Association approval. Temporary play structures shall be stored inside when not in use.
  2. Children's play structures shall be located behind the house as inconspicuously as possible at least ten feet from the rear and side property lines.
  3. Swing Sets shall be on level ground and constructed of cedar or similar wood products (stained or natural), or pressure treated wood painted in glossy paint, the color of the dwellings' shutters and/or front door.
  4. Canvas or other material must compliment the dwelling.
  5. Temporary play equipment is permitted, but shall be stored inside when not in use, including but not limited to movable playhouses, bicycles and recreational non-motorized vehicles, basketball hoops, sporting nets and equipment, and other toys. Permanent basketball hoops are not permitted, temporary basketball hoops are permitted and only erected in the driveway of the member's property when in use.

D. Swings and Gliders

1. Association approval is required for all swings and gliders.

E. Flags

1. Association approval is required for all flags regardless if they will be attached to the dwelling or free-standing.
2. However, flags that meet all the following conditions are deemed pre-approved:
  - a. One flag permitted per household.
  - b. Flags may only be installed in a white wall-mount flag holder and flag size equal to or less than 30" x 60" or installed in a landscape bed area on a black frame and flag size equal to or less than 18" x 36".
  - c. Flag is an American or seasonal/holiday theme.



**Meeder Neighborhood Association****Budget**

April 1, 2023 - March 31, 2024

Summary of Assessments

	<b>Single Family Dwelling (Type A)</b>	<b>Townhome (Type B)</b>	<b>Carriage Homes (w/Fences) (Type D)</b>	<b>Lofts (No Fences) (Type D)</b>	<b>Crossroads (Type E)</b>
General Common Assessment	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00
Special Allocated Assessment - Management Fee	\$ 10.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Townhome (Type B) Allocated Expenses		\$ 45.00			
Carriage Homes (Type D) Allocated Expenses			\$ 58.00		
Lofts (Type D) Allocated Expenses				\$ 25.00	
Crossroads (Type E) Allocated Expenses					\$ 142.00
<b>Total</b>	<b>\$ 77.00</b>	<b>\$ 125.00</b>	<b>\$ 138.00</b>	<b>\$ 105.00</b>	<b>\$ 222.00</b>

**Narrative**

In accordance with Section 11.13.1 of the Declaration, each Initial Third Party Purchaser shall pay an Initial Assessment of \$400.

Past Assessments:	Type A	Type B	Type D (Carr.)	Type D (Loft)	Type E
FY 2023	\$ 77.00	\$ 125.00	\$ 126.00	\$ 105.00	\$ 222.00
FY 2022	\$ 77.00	\$ 125.00	\$ 126.00	\$ 105.00	\$ 222.00
FY 2021	\$ 83.00	\$ 131.00	\$ 132.00	\$ 111.00	N/A
FY 2020	\$ 83.00	\$ 131.00	\$ 132.00	\$ 111.00	N/A
FY 2019	\$ 83.00	\$ 131.00	\$ 132.00	\$ 111.00	N/A



**Meeder Neighborhood Association**  
 General Common  
 Improvements Reserve Budget  
 April 1, 2021 - March 31, 2022

Description/Item	Quantity	Units	Unit Price	Total Cost	Useful Life (yrs.)	Reserve per year
<b><u>Paved Streets &amp; Alleys (Private)</u></b>						
Phase 1	25,493	SY	\$ 9.50	\$ 242,183.50	30	\$ 8,072.78
Phase 5/6/7/10/11	11,737	SY	\$ 9.50	\$ 111,501.50	30	\$ 3,716.72
Total Paved Streets and Alleys (Private)						\$ 11,789.50
<b><u>NA Sidewalk Within Open Space</u></b>						
Phase 1	5,270	SF	\$ 8.00	\$ 42,160.00	40	\$ 1,054.00
Total NA Street Sidewalk						\$ 1,054.00
<b><u>Belgium Block Curbing</u></b>						
Phase 1	9,585	LF	\$ 46.00	\$ 440,910.00	100	\$ 4,409.10
Phase 5/6/7/10/11	5,380	LF	\$ 46.00	\$ 247,480.00	100	\$ 2,474.80
Total NA Belgium Block Curbing						\$ 6,883.90
<b><u>ADA Curb to Street Ramps</u></b>						
Phase 1	14	EA	\$ 725.00	\$ 10,150.00	40	\$ 253.75
Phase 5/6/7/10/11	8	EA	\$ 725.00	\$ 5,800.00	40	\$ 145.00
Total ADA Curb to Street Ramps						\$ 398.75
<b><u>SWM Facilities</u></b>						
Phase 1 - pipe, structures, basin	1	LS	\$ 35,000.00	\$ 35,000.00	75	\$ 466.67
Phase 1 - fencing	1,000	LF	\$ 15.00	\$ 15,000.00	50	\$ 300.00
Phase 5/6/7/10/11 - pipe, structures	1,400	LF	\$ 33.00	\$ 46,200.00	75	\$ 616.00
Total SWM Facilities						\$ 1,382.67
<b><u>Street Signs</u></b>						
Phase 1	1	EA	\$ 30,000.00	\$ 30,000.00	75	\$ 400.00
Phase 5/6/7/10/11	1	EA	\$ 30,000.00	\$ 30,000.00	75	\$ 400.00
Total Street Signs						\$ 800.00
<b><u>Common Facilities</u></b>						
Phase 1 - Centralized Mailboxes	2	EA	\$ 11,515.00	\$ 23,030.00	50	\$ 460.60
Phase 5/6/7/10/11 - Centralized Mailboxes	2	EA	\$ 11,515.00	\$ 23,030.00	50	\$ 460.60
TerraPark	1	EA	\$ 30,000.00	\$ 30,000.00	50	\$ 600.00
Total Common Facilities						\$ 1,521.20
<b><u>Walking Trails</u></b>						
Phase 1	17,100	SF	\$ 5.00	\$ 85,500.00	20	\$ 4,275.00
Total Walking Trails						\$ 4,275.00
<b><u>Farmhouse &amp; Barn</u></b>						
Phase 1	1	EA	\$ 20,000.00	\$ 20,000.00	20	\$ 1,000.00
Total Farmhouse & Barn						\$ 1,000.00
<b><u>Brick Piers &amp; Fencing</u></b>						
Phase 1	970	LF	\$ 30.00	\$ 29,100.00	20	\$ 1,455.00
Total Brick Piers & Fencing						\$ 1,455.00
<b><u>Street lights</u></b>						
Phase 1 - Light poles	59	EA	\$ 1,500.00	\$ 88,500.00	75	\$ 1,180.00
Phase 5/6/7/10/11 - Light poles	19	EA	\$ 1,500.00	\$ 28,500.00	75	\$ 380.00
Total Street Lights						\$ 1,560.00
<b>TOTAL RESERVES</b>						<b>\$ 32,120.02</b>

Meeder Neighborhood Association - Type B (Townhome) Assessment													
April 1, 2023 - March 31, 2024													
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	74	74	80	84	88	90	92	95	97	97	97	97	
Occupied	74	74	80	84	88	90	92	95	97	97	97	97	
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	
Unit # paying	74	74	80	84	88	90	92	95	97	97	97	97	
Monthly fee	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	
Special Assessment - Mgt. Fee	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	
<b>Assessment Income</b>	<b>\$ 3,552.00</b>	<b>\$ 3,552.00</b>	<b>\$ 3,840.00</b>	<b>\$ 4,032.00</b>	<b>\$ 4,224.00</b>	<b>\$ 4,320.00</b>	<b>\$ 4,416.00</b>	<b>\$ 4,560.00</b>	<b>\$ 4,656.00</b>	<b>\$ 4,656.00</b>	<b>\$ 4,656.00</b>	<b>\$ 4,656.00</b>	<b>\$ 51,120.00</b>
<b>EXPENSES</b>													
Landscaping	\$ 3,182.00	\$ 3,182.00	\$ 3,440.00	\$ 3,612.00	\$ 3,784.00	\$ 3,870.00	\$ 3,956.00	\$ 4,085.00					\$ 29,111.00
Shrub Replacement		\$ 1,500.00											\$ 1,500.00
Snow Removal									\$ 4,268.00	\$ 4,268.00	\$ 4,268.00	\$ 4,268.00	\$ 17,072.00
Management Fees / mo.	\$3.00	\$ 222.00	\$ 222.00	\$ 240.00	\$ 252.00	\$ 264.00	\$ 270.00	\$ 276.00	\$ 285.00	\$ 291.00	\$ 291.00	\$ 291.00	\$ 3,195.00
<b>Total Expenses</b>	<b>\$ 3,404.00</b>	<b>\$ 4,904.00</b>	<b>\$ 3,680.00</b>	<b>\$ 3,864.00</b>	<b>\$ 4,048.00</b>	<b>\$ 4,140.00</b>	<b>\$ 4,232.00</b>	<b>\$ 4,370.00</b>	<b>\$ 4,559.00</b>	<b>\$ 4,559.00</b>	<b>\$ 4,559.00</b>	<b>\$ 4,559.00</b>	<b>\$ 50,878.00</b>
<b>Net</b>	<b>\$ 148.00</b>	<b>\$ (1,352.00)</b>	<b>\$ 160.00</b>	<b>\$ 168.00</b>	<b>\$ 176.00</b>	<b>\$ 180.00</b>	<b>\$ 184.00</b>	<b>\$ 190.00</b>	<b>\$ 97.00</b>	<b>\$ 97.00</b>	<b>\$ 97.00</b>	<b>\$ 97.00</b>	<b>\$ 242.00</b>
<b>Narrative</b>													
Landscaping	Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences). Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.												
Snow Removal	Reflects 1 hour per unit per snow event, assumes 8 snow events.												
Shrub Replacement	The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.												

**Meeder Neighborhood Association - Type D (Carriages) Assessment**

April 1, 2023 - March 31, 2024

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	60	60	60	60	60	60	60	60	60	60	60	60	60
Occupied	60	60	60	60	60	60	60	60	60	60	60	60	60
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying	60	60	60	60	60	60	60	60	60	60	60	60	60
Monthly fee	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00	\$ 58.00
Special Assessment - Mgt. Fee	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
<b>Assessment Income</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 3,660.00</b>	<b>\$ 43,920.00</b>
<b>EXPENSES</b>													
Landscaping	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00					\$ 32,640.00
Shrub Replacement		\$ 500.00											\$ 500.00
Snow Removal									\$ 2,160.00	\$ 2,160.00	\$ 2,160.00	\$ 2,160.00	\$ 8,640.00
Management Fees / mo.	\$3.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 2,160.00
<b>Total Expenses</b>	<b>\$ 4,260.00</b>	<b>\$ 4,760.00</b>	<b>\$ 4,260.00</b>	<b>\$ 4,260.00</b>	<b>\$ 4,260.00</b>	<b>\$ 4,260.00</b>	<b>\$ 4,260.00</b>	<b>\$ 4,260.00</b>	<b>\$ 2,340.00</b>	<b>\$ 2,340.00</b>	<b>\$ 2,340.00</b>	<b>\$ 2,340.00</b>	<b>\$ 43,940.00</b>
<b>Net</b>	<b>\$ (600.00)</b>	<b>\$ (1,100.00)</b>	<b>\$ (600.00)</b>	<b>\$ (600.00)</b>	<b>\$ (600.00)</b>	<b>\$ (600.00)</b>	<b>\$ (600.00)</b>	<b>\$ (600.00)</b>	<b>\$ 1,320.00</b>	<b>\$ 1,320.00</b>	<b>\$ 1,320.00</b>	<b>\$ 1,320.00</b>	<b>\$ (20.00)</b>

**Narrative**

Landscaping

Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences).  
Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.

Snow Removal

Reflects 1 hour per unit per snow event, assumes 8 snow events.

Shrub Replacement

The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.

**Meeder Neighborhood Association - Type D (Lofts) Assessment**

April 1, 2023 - March 31, 2024

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
Total Units	16	16	16	16	16	16	16	16	16	16	16	16	16
Occupied	16	16	16	16	16	16	16	16	16	16	16	16	16
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	-
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit # paying	16	16	16	16	16	16	16	16	16	16	16	16	16
Monthly fee	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Special Assessment - Mgt. Fee	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
<b>Assessment Income</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 448.00</b>	<b>\$ 5,376.00</b>
<b>EXPENSES</b>													
Landscaping	\$ 352.00	\$ 352.00	\$ 352.00	\$ 352.00	\$ 352.00	\$ 352.00	\$ 352.00						\$ 2,464.00
Shrub Replacement													\$ -
Snow Removal									\$ 576.00	\$ 576.00	\$ 576.00	\$ 576.00	\$ 2,304.00
Management Fees / mo.	\$3.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 48.00	\$ 576.00
<b>Total Expenses</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>	<b>\$ 48.00</b>	<b>\$ 624.00</b>	<b>\$ 624.00</b>	<b>\$ 624.00</b>	<b>\$ 624.00</b>	<b>\$ 5,344.00</b>
<b>Net</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 48.00</b>	<b>\$ 400.00</b>	<b>\$ (176.00)</b>	<b>\$ (176.00)</b>	<b>\$ (176.00)</b>	<b>\$ (176.00)</b>	<b>\$ 32.00</b>

**Narrative**

Landscaping

Based on 28 occurrences of mowing and weeding (4 per month with May/July/Sept budgeted for 5 occurrences).  
Shrub trimming in May & Sept; privet hedge trimming May, Aug, & Oct; Mulching in April; Spring Cleanup in April; Fall Cleanup Oct & Nov; Fertilizer treatments in April, June, Aug, Sept & Oct.

Snow Removal

Reflects .5 hours per unit per snow event, assumes 6 snow events.

Shrub Replacement

The Association needs to ensure plants are cared for properly, and replacing plants at an individual unit will be assessed back to that unit owner.

Meeder Neighborhood Association - Type E (Crossroads) Assessment														
April 1, 2023 - March 31, 2024														
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL	
Total Shares	15	15	15	15	15	15	15	15	15	15	15	15	15	
Occupied	15	15	15	15	15	15	15	15	15	15	15	15	15	
Completed/Not Occupied	-	-	-	-	-	-	-	-	-	-	-	-	-	
Not Completed	-	-	-	-	-	-	-	-	-	-	-	-	-	
Unit # paying	15	15	15	15	15	15	15	15	15	15	15	15	15	
Monthly fee	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	\$ 152.00	
Special Assessment - Mgt. Fee	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	
<b>Assessment Income</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 2,325.00</b>	<b>\$ 27,900.00</b>
<b>EXPENSES</b>														
Exterior Building Maint.	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 2,400.00
Property Insurance	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 762.00	\$ 9,144.00
Management Fees / mo	\$ 3.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00
<b>Total Expenses</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 807.00</b>	<b>\$ 12,084.00</b>
<b>RESERVES</b>														
Reserve Transfers	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 1,318.70	\$ 15,824.38
<b>Net</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ 199.30</b>	<b>\$ (8.37)</b>
<b>Narrative</b>														
Insurance	Type E Unit Owners have insurance on their property through the Association's coverage and need only carry an HO6 policy on the interior of the Unit and their belongings, as well as any betterments and improvements they make to the interior.													

# **NEW HOME AGREEMENT**





2.4. Should Buyer fail to fulfill any conditions in this Article 2 or should Buyer's mortgage commitment be terminated or expire for any reason after it is received, Buyer understands Buyer shall not be released from Buyer's obligations under the Agreement.

**3. THE HOME**

3.1. The Home shall be completed in substantial conformance with the Home Brochure, including the Modify Floorplan Options, Add Detail Options, and CharterCOLORS Selections detailed on the Simply Custom Options Addendum and the Base Included Features and Market Options, all which are incorporated within this Agreement.

3.2. The completed Home may differ from any model, Home Store, inventory home, sample materials, or information in Seller's displayed or online sales information referenced by Buyer. Buyer understands such information is and was for illustrative purposes only and shall not be deemed a representation to which the Home will conform.

3.3. Seller will have the sole discretion to determine the siting of the Home; all final grading; retaining walls and swales; location of driveways and walks; location and type of landscaping; placement of utility meters and accessories, poles, transformers, markers, and pedestals; number of steps from and railing on porches; and the removal of any trees or other vegetation. Seller will not be responsible for damage to or survival of any remaining trees or vegetation. Seller will seed the lawn once but not seed any sloped, wooded or naturally vegetated areas. Buyer shall be solely responsible for growing and establishing the lawn after the initial seeding.

3.4. Buyer acknowledges that all scales, dimensions, measurements, and square footage references contained in the Home Brochure are approximate and that the actual dimensions of the completed Home may vary due to normal construction tolerances, site conditions, options selected by the Buyer, or measurement conventions. Buyer understands such information is and was for illustrative purposes only and shall not be deemed to create a representation or warranty to which the Home will conform in any way.

3.5. Buyer will not be responsible for any costs for blasting, excavation, or removal of rock on or under the Homesite. Should the Seller encounter any unusual or difficult ground or subsurface conditions on the Homesite prior to or during the excavation for the foundation that would preclude the Seller from constructing the Home or require blasting, excavation, or removal of rock, Buyer and Seller agree to transfer the Buyer to an alternate homesite, if available, at no additional cost to the Buyer or, if not available, to cancel this Agreement without further liability to Buyer or Seller and return any deposit paid by Buyer.

3.6. The Home may include natural materials or products made with natural materials, such as stone, brick, granite, metals, wood, and marble, used both inside and on the exterior of the home. These products include variations in color, grain, texture, veining, and finish, which can change over time and may differ from shown samples. Buyer acknowledges and accepts these variations as normal.

3.7. The Home shall be substantially complete at Closing in accordance with the Performance Standards set forth in the Warranty section of this Agreement. A minor amount of work including but not limited to painting, paving, and landscaping that does not affect the livability of the Home may not be complete at time of Closing, especially if the Closing occurs during the winter and early spring. Seller will remain obligated to complete any such work after Closing as late as June, depending on weather and soil conditions. Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price for such items. If Buyer's mortgage lender requires funds to be placed in escrow as a condition of providing a mortgage loan, any such funds shall be provided by and deposited in escrow by Buyer.

3.8. Pursuant to the provisions and requirements of the Federal Trade Commission Trade Regulation Rule Concerning the Labeling and Advertising of Home Insulation, insulation will be installed in the Home as follows (all R-values stated below are based on the representations of the manufacturer of the insulation and not on any independent investigation by Seller):

Attic	Cellulose blown in	R-38	14"
Standard Exterior Walls	Batt with paper face	R-21	5¼"
Garage Interior Walls	Batt with paper face	R-13	3½"

Cathedral Ceilings	Batt with paper face	R-38	11¼"
Basement	Vinyl faced	R-11	3½"
Band Board	Batt with paper face	R-21	5¼"

3.9. The Seller retains ownership of and copyrights to all home designs and details. Buyer shall neither receive nor have the right to use any design documentation, including copies or images of individual building plans, as part of this Agreement.

**4. CHARTERCOLORS SELECTIONS**

4.1. If Buyer is purchasing a home that requires selections, within ten (10) days of the Agreement Date Seller shall schedule and Buyer shall attend an appointment at CharterCOLORS to make Selections. The appointment shall be held during the workday hours of Monday through Friday between 8AM and 4PM.

4.2. All Modify Floorplan Options and Add Details Options must be completed prior to the CharterCOLORS appointment. If additional Selections are made by Buyer during the CharterCOLORS appointment, a revised Simply Custom Options Addendum, signed by Buyer and Seller, will replace any prior Simply Custom Options Addendum and shall set forth the Final Purchase Price.

4.3. If Buyer does not make selections within the agreed time period, Seller shall have the right (but not the obligation) to select and install standard colors and materials for Buyer.

4.4. Once Buyer has completed the CharterCOLORS appointment and signed the revised Simply Custom Options Addendum, Buyer acknowledges no further Options or Selections can be added or deleted.

4.5. Seller may substitute products included in the Home with others of substantially equal quality in the event that Seller is unable to timely or reasonably obtain such products through ordinary and usual sources of supply in Seller's sole discretion.

**5. MEET THE BUILDER | CONSTRUCTION TOUR**

5.1. Near the time Home construction starts, and again near the time drywall is installed, the Seller shall schedule and Buyer shall attend meetings with their Builder and take a Construction Tour of the Home. Buyer may invite no more than one additional individual to the meetings. The meetings will be held during the workday hours of Monday through Friday between 8AM and 4PM.

**6. SAFETY AND VISITING THE PROPERTY**

6.1. A construction site is a hazardous area and entering it during construction can have serious consequences. For those reasons, Buyer agrees not to enter the Property without obtaining permission from Seller, who reserves the right at any time to limit access to the Property for any reason.

6.2. If permission to enter the Property is granted, the Buyer further agrees:

6.2.1. To only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Buyer may only view the Property and any exposed components when on the Property. In no event may Buyer modify, add to or remove, alter, or test any component(s) of the Home. In addition, Buyer agrees not to give instruction or interfere with Seller's Teammembers or Trade Partners and will address any questions, instructions, or suggestions to Seller by message through their Homebuyer Portal.

6.2.2. To assume the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or others invited by Buyer. Others invited by Buyer may not enter the Property without Buyer. No children under the age of 16 years are allowed on the Property at any time. Buyer hereby releases and agrees to indemnify, defend, and hold Seller and Seller's subsidiaries, affiliates, directors, officers, employees, subcontractors, and suppliers harmless from all claims and liabilities incurred by Seller resulting from, arising out of, or related to the presence of Buyer or others invited by Buyer on the Property prior to Closing.

6.3. Buyer will not hire or employ any Trade Partners or other persons to perform work in or on the Property until after Closing. Buyer agrees that doing so will void the Charter Limited Warranty.

6.4. Buyer agrees not to store any personal property or possessions in or on the Property prior to Closing.

## 7. BUILDING INSPECTION

7.1. Buyer may, at Buyer's expense and with Sellers's permission, hire a licensed third-party inspector who is a full member in good standing of a national home inspection association to conduct an inspection in accordance with the ethical standards and code of conduct or practice of that association to confirm the home has been completed prior to Closing in accordance with the obligations of Seller under this agreement. To obtain the permission of Seller, Buyer must email the Seller a request to have a home inspection at least forty-five (45) days prior to the Closing Date with the following information:

7.1.1. The name of the individual inspector and the inspection company they work for.

7.1.2. A copy of all required professional licenses for both the company and the individual inspector.

7.1.3. A Certificate of Insurance from an insurer acceptable to Seller providing evidence of inspector's Commercial General Liability insurance with limits not lower than \$100,000 per occurrence / \$500,000 aggregate and Automobile Liability insurance with limits not lower than \$1,000,000 combined single limit. Seller shall be named as an Additional Insured on inspector's Commercial General Liability insurance for ongoing and completed operations on a primary and non-contributory basis.

7.1.4. The email and cell phone number of the individual inspector who will conduct the inspection.

7.1.5. A statement acknowledging the inspection will not take more than three (3) hours.

7.1.6. A statement confirming that the inspector understands they will be given three (3) business days' notice of the date and time the Home will be made available for the inspection, and should they be unable to make that date and time or miss the allotted date and time, the inspection will not be rescheduled.

7.2. Once Seller has received a request with all the above information satisfactory to Seller, Seller will notify Buyer of the date and time for the inspection with three (3) business days' notice.

7.3. Buyer agrees any inspection will take place with a representative of Seller present.

7.4. Buyer must provide Seller a full copy of the inspection report along with a separate, typewritten list of any items the Buyer would like to have the Sell address within twenty-four (24) hours of the inspection being completed. Seller will complete only those items on Buyer's list that are obligations of Seller under this Agreement.

## 8. NEW HOME ORIENTATION

8.1. Prior to Closing, Seller shall schedule and Buyer shall attend the New Home Orientation to review how to operate, care, and maintain the home and confirm the home is complete. Buyer may invite no more than one additional individual to attend the Orientation.

## 9. CLOSING DATE

9.1. Closing on the Home is anticipated to be approximately between \_\_\_\_\_ and , \_\_\_\_\_ 202\_.

9.2. Seller will notify Buyer of the date, time, and location of the Closing (the Closing Date) at least thirty (30) days prior to Closing. Failure of Buyer to complete Closing on the Closing Date, whether caused by the Buyer, Buyer's lender, appraiser, or other individual or business working on behalf of or directed by the Buyer, shall be a default by Buyer.

9.3. If Buyer does not close on the Closing Date, Seller, in its sole discretion, may agree to extend the Closing Date (the "Extended Closing Date"). As a condition of Seller extending the Closing Date, Buyer shall execute a Closing Date Extension Amendment which will require Buyer to pay to Seller a Closing Date Extension Fee of Two Hundred and Fifty Dollars (\$250) per day for each day between the Closing Date and the Extended Closing Date in a separate check made out to Seller at the time of executing the Closing Date Extension Amendment.

## 10. CLOSING ITEMS

10.1. Seller will be responsible for the following at Closing:

10.1.1. Conveying title to and delivering possession of the Home to Buyer by a Special Warranty Deed, conveying good and marketable title (insurable by a licensed title insurance company), free and clear of all encumbrances of record except easements, conditions, covenants, and restrictions existing at the time of Closing.

10.1.2. Providing a temporary or permanent Certificate of Occupancy. If a temporary Certificate of Occupancy is provided at closing, the permanent Certificate of Occupancy will be provided when issued.

10.1.3. Paying one half (1/2) of the Realty Transfer Taxes due on the purchase based on the Final Purchase Price

10.1.4. Paying the pro rata share of property taxes and Homeowner or Neighborhood Association assessments, if any.

10.1.5. Preparing the deed and any releases of mortgages, liens, or judgments against the Property (Seller will not pay for the preparation of these documents by anyone else) and paying any costs for the recording of any such releases.

10.1.6. Representing and warranting that no claims will be asserted against Buyer or the Home by any contractor, subcontractor, or supplier with whom Seller has contracted and who has provided labor or materials for construction of the Home or development of the Property. In the event that any such claims are asserted, Seller will indemnify and defend Buyer against such claims.

10.2. Buyer will be responsible for the following at Closing:

10.2.1. Paying any charges of any mortgage lender providing funds to Buyer.

10.2.2. Paying any title insurance costs or fees to insure Buyer's title (including title search, title insurance, endorsements, and any as-built or other survey).

10.2.3. Paying one half (1/2) of the Realty Transfer Taxes due on the purchase based on the Final Purchase Price

10.2.4. Paying documentation preparation fee of \$745 to Seller to partially reimburse Seller for the expenses for the preparation of closing documents.

10.2.5. Paying the pro rata share of any county, local, and school property taxes and all utility charges, including, without limitation, sewer and water charges and other public dues, taxes, and charges as of the Closing Date.

10.2.6. Transferring all utility services to the Home no later than three (3) days after the Closing.

10.2.7. Paying any and all other costs not specifically identified to be the responsibility of the Seller.

## 11. UTILITY AND SERVICE PROVIDERS

11.1. Buyer acknowledges utility and service providers, such as the post office, cable company, phone company, delivery services, and map applications, may have a delay in servicing the Home, often as a result of not updating their systems with new neighborhood information. Buyer may need to make temporary arrangements for these services after Closing at their own expense. Buyer acknowledges they must contact the post office for the assignment of their mailbox location and mailbox keys.

## 12. ADJACENT OR UNDEVELOPED LANDS | NEIGHBORHOOD BUSINESSES

12.1. Buyer acknowledges that all lands within, adjacent to, or near the Property or in the neighborhood may be developed to include any use allowed under the current laws and ordinances of the governing entities within whose jurisdiction such laws and ordinances apply.

12.2. Buyer acknowledges and agrees that information in Seller's displayed or online sales information referenced by Buyer may not be a representation of the current or future use of the adjacent or undeveloped land.

12.3. Buyer acknowledges the inclusion, details, timing of construction or location of neighborhood features (including walks and trails, mailboxes, signage, businesses, landscaping, and other recreational items) are subject to change. If the neighborhood is planned to have or has businesses in or nearby, Seller does not represent that those planned or existing businesses will be opened, stay open, or not change in use or in operation.

12.4. Seller makes no representation regarding type, size, style, location, siting, or prices of other homes that may be built in the neighborhood.

### **13. USES OTHER THAN RESIDENTIAL USE IN THE SAME BUILDING**

13.1. Buyer understands that, if the Home is included within a building that includes spaces designed and built for non-residential uses and may have other buildings that include non-residential uses nearby, uses of the non-residential spaces may include any use allowed under the then current laws and ordinances of the applicable governing entities. Tenants in the space may change and may be vacant at times. Non-residential uses may create noises, smells, light distractions, or other situations that may at times impact the Home near or above such uses and that the Buyer understands and accepts as part of living in a vibrant neighborhood that includes such uses.

13.2. Seller or Homeowner or Neighborhood Association shall not be responsible for the impacts of such circumstances on Buyer, and Buyer shall be held harmless from any impacts of non-residential uses in the same or adjacent buildings. Questions or issues arising from the use of non-residential space should be directed to the Association manager and not Seller.

### **14. RADON GAS & OTHER NATURALLY OCCURRING SUBSTANCES**

14.1. A small percentage of homes experience elevated levels of radon gas or other naturally occurring substances that escape from or are present in the ground. They can be present in any type of home regardless of how or where it is built.

14.2. Seller claims no expertise in the measurement or reduction of these substances, nor does Seller provide any advice to Buyer as to acceptable levels or possible health hazards of such substances. Buyers may test for radon gas and mitigate it after Closing.

14.3. Buyer acknowledges that this Agreement is not conditioned upon testing results for radon gas or other naturally occurring substances. Seller shall be released from any and all claims related to or arising from the presence of radon gas or other naturally occurring substances.

### **15. ACCESS FOR SITEWORK**

15.1. Seller, or its designees, shall have the right to enter onto the Property at any time after Closing to make any sitework or similar changes on the Property, including landscaping, as may be required by governmental authorities or the Neighborhood or Homeowners Association, for no additional consideration (monetary or otherwise). Seller will make a reasonable effort to restore areas disturbed under this provision to a condition similar to what existed before, with the exception of any grass areas, which will be reseeded and stabilized.

### **16. REMEDIES AND WARRANTIES**

**16.1. BUYER ACKNOWLEDGES RECEIPT OF THE CHARTER LIMITED WARRANTY AND THE NEW HOME CARE GUIDE.**

**16.2. EXCEPT AS EXPRESSLY SET FORTH IN THE CHARTER LIMITED WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE CHARTER LIMITED WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE, OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE CHARTER LIMITED WARRANTY.**

**16.3. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION; SPECIFIC PERFORMANCE; OR ANY SPECIAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL**

**DAMAGES. BUYER FURTHER AGREES THAT THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION ARE MADE ON BEHALF OF AND INURED TO THE BENEFIT OF SELLER AND ITS AFFILIATES, INCLUDING SELLER'S PARENT COMPANY, ITS PARTNERS, AND SUBSIDIARIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.**

**16.4. NEITHER THE FOREGOING PROVISIONS NOR ANY OTHER PROVISION OF THIS AGREEMENT IS INTENDED TO WAIVE OR SHALL BE CONSTRUED AS BUYER WAIVING ITS STATUTORY WARRANTY RIGHTS PURSUANT TO SECTION 5411 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT.**

## **17. DISPUTE RESOLUTION**

17.1. The Seller takes care to be clear about what Buyer should expect and works diligently to meet those expectations. In rare situations, a dispute may arise between the parties. In those situations, the parties agree that all disputes, claims, or causes of action relating to this Agreement, including the rights and obligations under this Agreement as well as the Charter Limited Warranty and the performance of the parties, shall be resolved exclusively in the following manner:

17.1.1. Upon the arising of any dispute, the parties shall initially meet in good faith at a Charter office in an effort to resolve the dispute informally as a condition to the next step.

17.1.2. If the parties are unable to resolve the dispute informally through such a meeting, the parties agree to attempt in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures as a condition to binding dispute resolution under section 17.1.3.

17.1.3. If the dispute cannot be resolved pursuant to sections 17.1.1 and 17.1.2, Buyer and Seller agree that all claims by Buyer or on behalf of Buyer and/or any residents of the Property, including minor children, against Seller or its parent company, partners, subsidiaries, affiliates, design professionals, contractors, subcontractors, or suppliers arising out of the Property, this Agreement, the Charter Limited Warranty, any other agreements, communications, or dealings involving Buyer or the construction or condition of the Property shall be resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA"). Absent a mutual agreement to the contrary, the arbitration shall be conducted in accordance with its Construction Industry Arbitration Rules, which can be viewed at [www.adr.org](http://www.adr.org).

**17.2. BUYER AND SELLER HEREBY WAIVE THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING, WITHOUT LIMITATION, A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT BY BUYER PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.**

## **18. DEFAULT**

18.1. If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for seven (7) days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries, or affiliates as liquidated damages and to enforce any promissory notes given by Buyer to Seller. Buyer and Seller agree that such damages are not a penalty but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, damages which are substantial but incapable of precise determination.

18.2. If Seller defaults under this Agreement and such default continues for seven (7) days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer, and this Agreement shall be terminated.

## **19. TIME IS OF THE ESSENCE**

19.1. Time is of the essence of all obligations of Buyer under this Agreement. Buyer will be in default if Buyer fails to timely perform any of Buyer's obligations in this Agreement.

## **20. DELAY**

20.1. Seller will not be liable for delays or failure to perform Seller's obligations under this Agreement resulting from factors beyond Seller's control, including but not limited to force majeure, war, civil unrest, pandemics, asserted but not adjudicated liens on – or impairments to – title (e.g., filed Mechanic's Lien, filed lis pendens), actual or economic unavailability of labor and/or materials, site improvement work, utility services, or permits or approvals to be provided or obtained by others.

20.2. If the Home is not substantially complete within twenty-four (24) months after the date of this Agreement, Buyer may (but is not required to) terminate this Agreement, and Seller shall return all sums paid on account of the purchase price and extras to Buyer.

## **21. NOTICES**

21.1. Notices will be considered given three (3) days after deposit with the US Postal Service first class mail postage prepaid, return receipt requested, or by email to the Buyer's address provided in this Agreement.

## **22. ENTIRE AGREEMENT; PARTIES BOUND**

22.1. This Agreement, Addenda, and exhibits hereto, which are enumerated below, constitute the entire agreement between Seller and Buyer and supersede prior negotiations, representations, or agreements, either written or oral. There are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever concerning this transaction. Unless oral statements or promises have been reduced to writing and are included in this Agreement, they are not enforceable or binding. Buyer acknowledges that it is not relying on any oral statements or promises that are not expressly included in this Agreement. The Agreement may be amended or modified only by a written modification or amendment signed by both Buyer and Seller. No broker, agent, or salesperson has authority to make, or has made, any statement, agreement, or representation (either oral or written) in connection with this transaction modifying, amending, adding to, or changing the terms of this Agreement. No custom or prior or other dealings between the parties will contradict, add to, or modify the terms of this Agreement. This Agreement shall benefit and bind the parties hereto, their respective heirs, personal representatives, successors, and assigns. The documents comprising this Agreement are enumerated as follows:

- 22.1.1. New Home Agreement
- 22.1.2. Neighborhood Association Addendum
- 22.1.3. Stormwater Addendum
- 22.1.4. Coal Notice Addendum
- 22.1.5. Affiliated Business Arrangement Addendum
- 22.1.6. Earnest Money Deposit Addendum
- 22.1.7. Sprinkler Addendum
- 22.1.8. Caring For Your New Home Guide
- 22.1.9. Charter Limited Warranty
- 22.1.10. Home Brochure
- 22.1.11. Simply Custom Options Addendum
- 22.1.12. Base Included Features and Market Options

## **23. MISCELLANEOUS**

23.1. This Agreement shall be construed and governed under the laws of the Commonwealth of Pennsylvania.

23.2. This Agreement shall not be recorded.

23.3. This Agreement shall be binding upon the respective heirs and successors of the parties.

23.4. Buyer may not transfer, sell, or assign this Agreement.





23.5. Buyer gives Seller, its successors, and assigns full permission to use, publish, and copyright any and all images or recordings of the Property and Buyer’s likeness for any purpose whatsoever.

23.6. Buyer and Seller agree to do what is required to correct any minor errors necessary to consummate Closing. The terms and provisions of this section shall survive the closing and shall remain in full force and effect after the date of Closing and execution of the deed.

23.7. Any and all exhibits or endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

**APPROVAL OF SELLER:** This Agreement will not be binding upon Seller unless executed by a President of Seller within ten (10) days of Buyer's execution of this Agreement

By signing this Agreement, the Parties intend and agree to be legally bound by its terms.

---

BUYER SIGNATURE

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BUYER SIGNATURE

**SELLER**

By \_\_\_\_\_  
Neighborhood Sales Manager  
Assistant Vice President

By \_\_\_\_\_  
Market President

address



# NEW HOME AGREEMENT ADDENDA



### NEIGHBORHOOD ASSOCIATION ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

Buyer acknowledges that, by their availability at "www.charterhomes.com/homeowners/login" (using Username "Welcome" and Password "Neighbor"), Buyer has accessed, received, and carefully reviewed, as of the Agreement Date, the Public Offering Statement and other Property Ownership Documents for the Community in which the Property is located. The Public Offering Statement is incorporated into the Agreement by reference and is made an integral part of the Agreement. One of the documents that is part of the Public Offering Statement is the Declaration of Covenants, Restrictions, Easements and Establishment of Neighborhood Association ("Declaration"). Pursuant to the Declaration, a Neighborhood Association governs the Neighborhood in which the Property is located.

Buyer acknowledges that the Neighborhood Association identified in the Public Offering Statement, and not Seller, is responsible for governing the Neighborhood and providing certain ongoing maintenance and services within the Neighborhood, all in accordance with the Public Offering Statement.

#### PROPERTY / PLANNED COMMUNITY UNIT

Pursuant to the Declaration, the Property is described as Unit Number \_\_\_\_\_ (INSERT HOMESITE NUMBER).

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

## STORMWATER ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

The Property is part of a planned community ("Community"), which is currently being improved and developed in accordance with all laws and applicable requirements of all governmental entities having jurisdiction, pursuant to applicable Municipal, County, State, and Federal statutes, laws, ordinances, codes, rules, and regulations. The improvement, development, and occupancy of the Community is, among other requirements, subject to the provisions relating to the control of stormwater of the United States Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Pennsylvania Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*; and the provisions of 25 Pa. Code Chapter 102, Erosion and Sediment Control. Following completion of the construction of the Community, the volume, rate, and direction; treatment, detention, and retention; quality maintenance, reclamation, and restoration; absorption, drainage, and discharge of stormwater will be controlled by post-construction stormwater management best management practices ("PCSM BMPs") in accordance with one or more plans or documents, including a post-construction stormwater management plan ("PCSM Plan"), operation and maintenance plan ("O&M Plan"), operation and maintenance agreement ("O&M Agreement"), PCSM Instrument, and/or the recorded Declaration for the Community (the "PCSM Documents"). The PCSM Documents for the Community are part of the Public Offering Statement received by Buyer.

PCSM BMPs may be located, in whole or in part, on individual properties, including on the Property being purchased by Buyer. By signing below, Buyer acknowledges that Buyer has received the PCSM Documents for the Community, which include information regarding the type, location, operation, maintenance, and inspection requirements of any PCSM BMPs in the Community, including on the Property being purchased by Buyer. Buyer further acknowledges that Buyer has reviewed the PCSM Documents and understands Buyer's obligations with respect to any long-term operation, maintenance, and inspection requirements associated with the PCSM BMP(s) located on the Property, if any, as set forth in the PCSM Documents.

In the event of any conflict between the provisions of the New Home Agreement of which this Addendum is a part and this Addendum, the provisions of this Addendum shall control.

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE



### COAL NOTICE ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

**COAL NOTICE**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). Unless this notice is stricken, the deed for the Property will contain this notice and will also contain, and Purchaser will sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

**AFFILIATED BUSINESS ARRANGEMENT ADDENDUM**

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

This is to give you notice that Charter has a business relationship with Regent Settlements, L.P. Specifically, affiliates of Charter hold a combined 65.5% indirect ownership interest in Regent Settlements, L.P. Because of this relationship, this referral may provide the principals and affiliates of Charter a financial or other benefit.

Set forth below is the estimated charge or range of charges by Regent Settlements, L.P. You are NOT required to use the listed provider as a condition for your purchase of the subject property. THERE ARE FREQUENTLY OTHER CLOSING SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**Regent Settlements, L.P. Fees:**

The title insurance premium rates, which includes both an owner's title insurance policy and lender's title insurance, is determined by the purchase price of your new home. If your sales price is:

1. between \$100,000 and \$500,000, the approximate cost for the owner's title insurance policy is \$1,130 for the first \$100,000 of the purchase price, plus \$6.27 for each thousand dollars of the purchase price of the home over \$100,000;
2. between \$500,000 and \$1,000,000, then the approximate cost for title insurance is \$3,640 for the first \$500,000 of the purchase price, plus \$5.02 for each thousand dollars of the purchase price of the home over \$500,000.

There is no additional charge for a simultaneously issued owners and lenders policy.

There may be some additional charges for items required by your lender that will be paid by you. Those may include:

Endorsements PA100   PA 300   PA 810-820   PA 900 (each are \$100)	\$400.00
Closing Protection Letter	\$125.00
Notarization of Documents (estimate)	\$35.00
Title Courier Fee	\$20.00
Title Electronic Document Fee	\$50.00
Comprehensive Endorsement	10% of total premium

**ACKNOWLEDGMENT**

I/we have read this disclosure form, and understand that referring party is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
BUYER SIGNATURE

---

**BUYER SIGNATURE**



### EARNEST MONEY DEPOSIT ADDENDUM

HOMESITE: \_\_\_\_\_

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

-----STAPLE CHECK HERE-----

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

**SELLER**

By \_\_\_\_\_  
Neighborhood Sales Manager  
Assistant Vice President

By \_\_\_\_\_  
Market President

address



## SPRINKLER ADDENDUM

AGREEMENT DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NEIGHBORHOOD: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

Buyer and Seller agree Buyer has been offered the option to have a fire sprinkler system installed inside the Home for a cost of \$9,240 and has been provided with information concerning the initial and ongoing cost of installing and equipping an automatic fire sprinkler system and materials from the Office of State Fire Commissioner concerning the possible benefits of installing an automatic sprinkler system.

Buyer has declined having a fire sprinkler system installed inside the Home.

By signing this Addendum, the Buyer(s) intend(s) and agree to be legally bound by its terms.

\_\_\_\_\_  
BUYER SIGNATURE

\_\_\_\_\_  
BUYER SIGNATURE

Prepared by ~~& return to:~~  
Kate Millikan, Esq.  
McNees Wallace & Nurick LLC  
100 Pine Street  
P.O. Box 1166  
Harrisburg, PA 17101

Return to:  
Regent Settlements LP  
1190 Dillerville Road  
Lancaster PA 17601



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

TAX PARCEL NO.: 138-4F108-11

**INSTRUMENT FOR THE DECLARATION OF  
RESTRICTIONS AND COVENANTS**

This Instrument for the Declaration of Restrictions and Covenants ("Instrument") is being made as of this 29<sup>th</sup> day of January, 2019 (the "Effective Date"), by Rochester Road Investment Company, a Pennsylvania corporation ("Declarant") having an address of 1190 Dillerville Road, Lancaster, PA 17601.

**WITNESSETH:**

WHEREAS, Declarant is the developer of certain land situated in Cranberry Township, Butler County, Pennsylvania (the "Property"), identified and described in that certain subdivision plan consisting of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder of Deeds Office in and for Butler County, Pennsylvania as Instrument No. 201901280001588;

WHEREAS, as required by the Pennsylvania Department of Environmental Protection (the "Department"), Declarant has agreed to provide this Instrument to protect the Property;

WHEREAS, the Property is included within the boundary of a General National Pollution Discharge Elimination System (NPDES) Permit for Discharges of Stormwater Associated with Construction Activities (Permit No. PAC 10 0112) which identifies certain Post Construction Stormwater Management Best Management Practices ("PCSM BMPs") located on the Property;

WHEREAS, Declarant has received approval of the Post Construction Stormwater Management Plan for the Property attached hereto and incorporated herein as **Appendix A** (as may be further amended, modified or supplemented from time to time, the "PCSM Plan"), which PCSM Plan identifies and describes the PCSM BMPs for the Property and the applicable operation and maintenance activities necessary for the PCSM BMPs;

WHEREAS, Declarant entered into a Operation and Maintenance (O&M) Agreement, Stormwater Management Best Management Practices (SWM BMPs) with the Township of Cranberry governing the maintenance of the PCSM BMPs, a copy of which is attached hereto and incorporated herein as **Appendix B** (as may be further amended, modified or supplemented from time to time, the "Township O&M Agreement");

WHEREAS, the Property was submitted to the planned community form of ownership in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101, et seq.,  
A6755020:2

as amended, as set forth in the Declaration of Covenants, Restriction, Easements and Establishment of Neighborhood Association for Meeder, A Planned Community (as amended from time to time, the "Planned Community Declaration"), which is being recorded in the Recorder's Office simultaneously with this Instrument. The unit owners' association for Meeder, a Planned Community (the "Planned Community") is known as Meeder Neighborhood Association, Inc. (the "Neighborhood Association");

WHEREAS, pursuant to the applicable governmental requirements, Declarant, its successors and assigns, including the Neighborhood Association and the owners of the units in the Planned Community, as more particularly set forth in the Planned Community Declaration, shall be responsible for implementation of the approved PCSM Plan for the PCSM BMPs located on the Property as described therein;

WHEREAS, Declarant, for itself, its successors and assigns, has agreed to provide for necessary access to portions of the Property that it owns, to applicable parties, related to long-term operation and maintenance of the PCSM BMPs;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Instrument, and other good and valuable consideration, receipt of which is hereby acknowledged, Declarant files this Instrument:

1. Purpose. The purpose of this Instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance, of the PCSM BMPs on the Property and to prevent the use or development of the Property in any manner that may impair or conflict with the operation and maintenance of the PCSM BMPs. Per 25 Pa. Code §102.8(m)(2), this Instrument identifies the PCSM BMP(s), provides for the necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provides notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s), as more particularly set forth in the Planned Community Declaration, is a covenant that runs with the land that is binding upon and enforceable by subsequent owners of the Property or any portion thereof.

2. Declaration of Restrictions and Covenants. Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Instrument which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees, including, without limitation, the Neighborhood Association and the owners of the units in the Planned Community.

3. Perpetual Duration. The provisions of this Instrument shall be deemed to be covenants running with and binding the land comprising the Property, and shall continue in perpetuity.

4. Reserved Rights. Declarant reserves unto itself and its successors and assigns, including, without limitation, the Neighborhood Association and the owners of the units in the Planned Community, all rights accruing from its ownership of the Property or any portion thereof, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Instrument.

5. Subsequent Transfers. The terms of this Instrument shall be incorporated by reference into any deed or other legal instrument by which Declarant divests itself by sale,

exchange, devise or gift of all or any portion of the Property. Failure of Declarant to perform any act required by this Instrument shall not impair the validity of this Instrument or limit its enforceability in any way. Upon valid sale or transfer of Declarant's ownership interest in the Property or any portion thereof to a successor or assign, Declarant shall be released from any responsibility for any violation of the terms of this Instrument caused by Declarant's successors or assigns or any third party which occurs subsequent to such sale or transfer.

6. Recordation. Declarant shall record this Instrument in the Recorder's Office. Declarant shall pay all recording costs necessary to record this Instrument in the public records.

7. Notices. All notices, consents, approvals or other communications required under the provisions of this Instrument shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

8. Access Provisions. The party or parties responsible for the implementation of the PCSM Plan, including, without limitation, the Neighborhood Association, may enter the Property upon reasonable notice, in a reasonable manner and at reasonable times for purposes of implementation thereof.

9. Miscellaneous Provisions.

(a) Severability. If any provision of this Instrument or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Instrument and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

(b) Amendment. This Instrument shall not be amended, terminated or in any way modified by Declarant without the express prior written approval of the Commonwealth of Pennsylvania Department of Environmental Protection ("Department"). After receiving approval from the Department, Declarant shall record any such amendment, termination or modification of this Instrument as described in Paragraph 6, above.

(c) Controlling Law. The interpretation and performance of this Instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation.

(e) Rights of the Department. The rights of the Department shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to, the following:

- (i) To identify, to preserve and to protect in perpetuity the PCSM BMPs in a manner consistent with the PCSM Plan.

- (ii) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Instrument.
- (iii) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.
- (iv) To approve or disapprove a request for an amendment submitted under Paragraph 9(b), above.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Declarant has caused this Instrument to be executed on the day and year first above written.

DECLARANT:  
Rochester Road Investment Company

*Anthony Farando-Diedrich*

By: \_\_\_\_\_  
Name: *Anthony Farando-Diedrich*  
Title: *Vice President*

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF *Butler* )

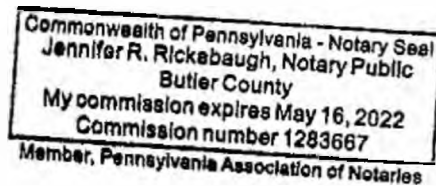
On this, the *29<sup>th</sup>* day of *January*, 2019, before me, a Notary Public in and for the aforesaid Commonwealth and County, personally appeared *Anthony Farando-Diedrich* who acknowledged *himself* to be the *Vice President* of Rochester Road Investment Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, acknowledged the foregoing Instrument for the purpose therein contained, by signing the name of the company by *himself* as such officer.

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

*J.R. Rickebaugh*

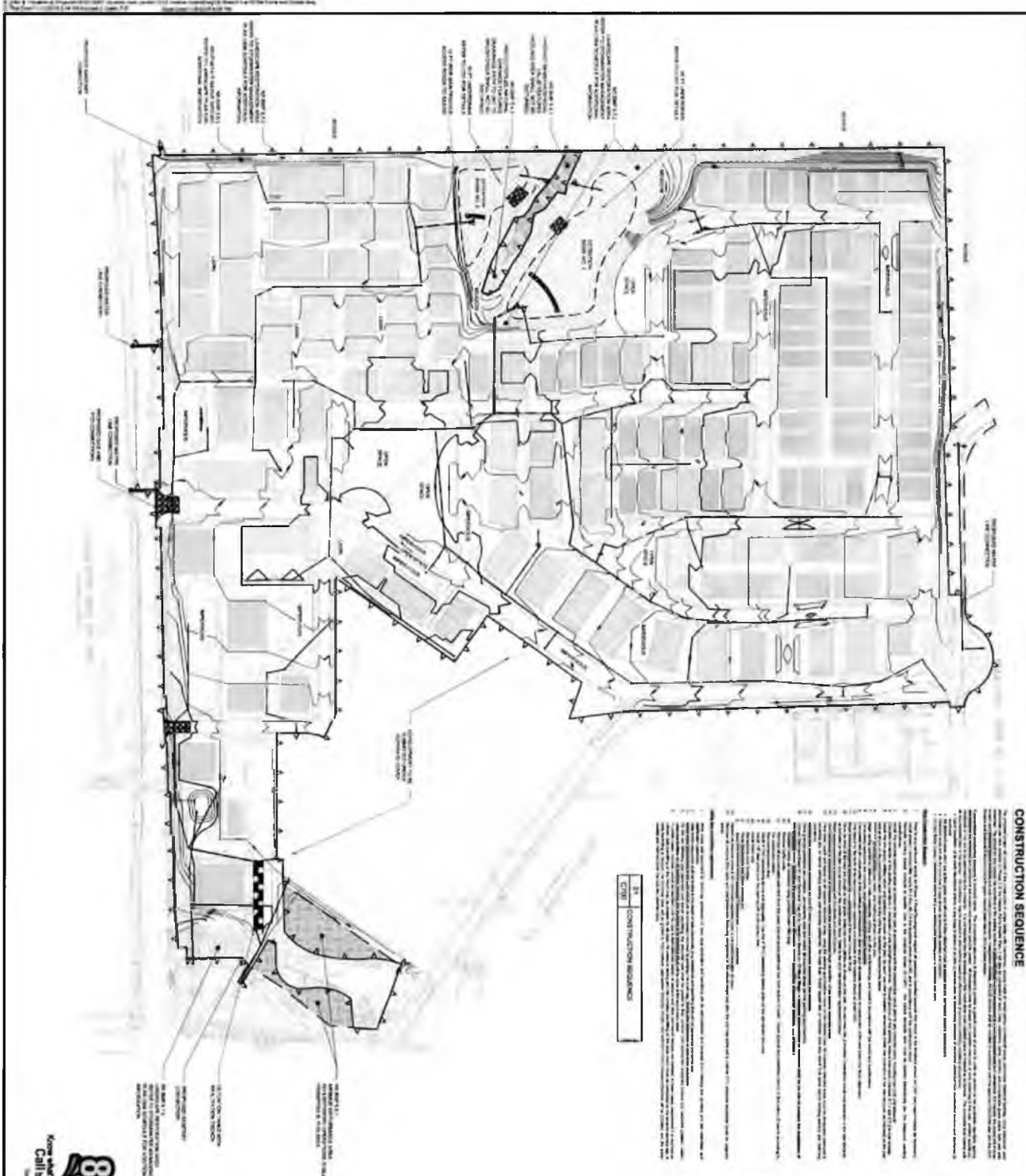
Notary Public (SEAL) *Jennifer R. Rickebaugh*

My Commission expires:



## **Appendix A**

[PCSM Plan]



**CONSTRUCTION SEQUENCE**

1. THE CONSTRUCTION SEQUENCE IS BASED ON THE ASSUMPTION THAT THE PROJECT WILL BE CONSTRUCTED IN THE ORDER SHOWN ON THIS PLAN. THE SEQUENCE IS SUBJECT TO CHANGE BASED ON FIELD CONDITIONS AND THE NEED TO MAINTAIN ACCESS TO ADJACENT PROPERTIES AND PUBLIC UTILITIES.

2. THE SEQUENCE IS BASED ON THE ASSUMPTION THAT THE PROJECT WILL BE CONSTRUCTED IN THE ORDER SHOWN ON THIS PLAN. THE SEQUENCE IS SUBJECT TO CHANGE BASED ON FIELD CONDITIONS AND THE NEED TO MAINTAIN ACCESS TO ADJACENT PROPERTIES AND PUBLIC UTILITIES.

3. THE SEQUENCE IS BASED ON THE ASSUMPTION THAT THE PROJECT WILL BE CONSTRUCTED IN THE ORDER SHOWN ON THIS PLAN. THE SEQUENCE IS SUBJECT TO CHANGE BASED ON FIELD CONDITIONS AND THE NEED TO MAINTAIN ACCESS TO ADJACENT PROPERTIES AND PUBLIC UTILITIES.

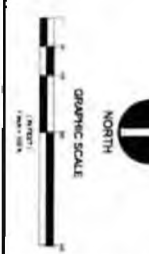
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DATE	DESCRIPTION
08/11/11	CONSTRUCTION SEQUENCE



NO.	DATE	DESCRIPTION
1	08/11/11	CONSTRUCTION SEQUENCE

NO.	DATE	DESCRIPTION
1	08/11/11	CONSTRUCTION SEQUENCE

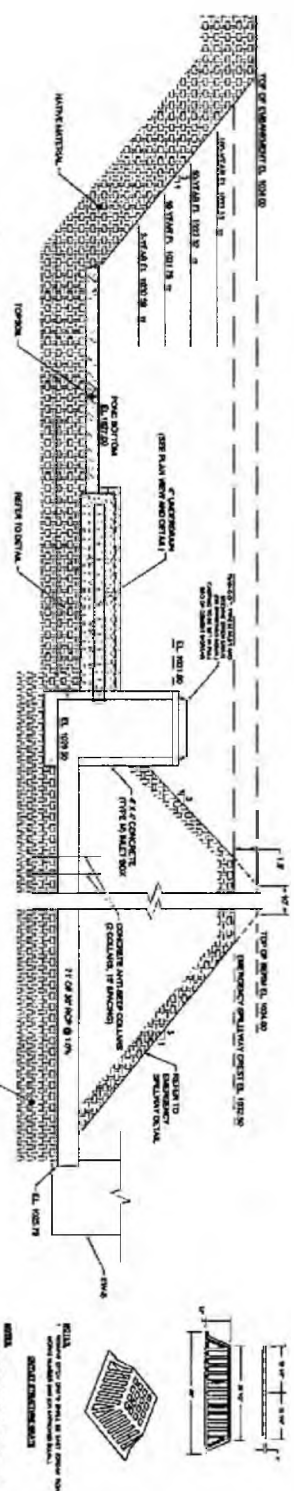


**MEEDER FARMS NPDES**  
 ROCHESTER ROAD  
 CRANBERRY TOWNSHIP, 16056  
 PREPARED FOR  
**ROCHESTER ROAD INVESTMENT CO.**  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA

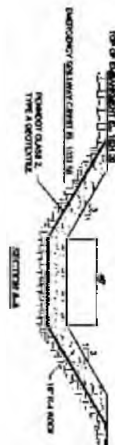




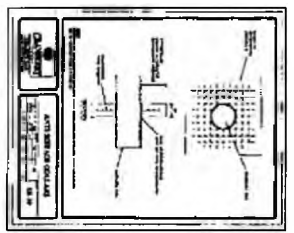


- NOTES**
1. ALL MAJOR STRUCTURES, WALLINGS, AND RETENTIONS TO BE BUILT AND MAINTAINED ACCORDING TO THE MOST CURRENT CONSTRUCTION REQUIREMENTS APPLICABLE THEREOF.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
  3. ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
  4. ALL MATERIALS TO BE USED SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.

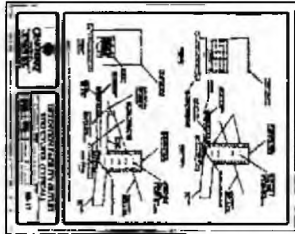
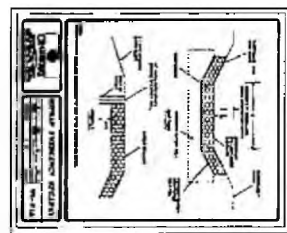
**31** CONCRETE ANTI-SLEEP COLLAR  
 DRAWING NO. 2



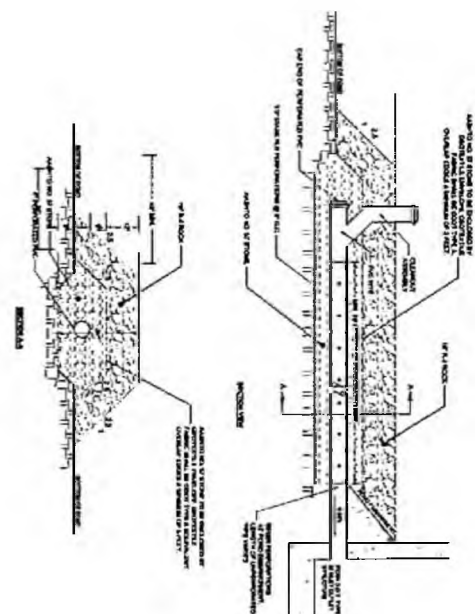
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**CONCRETE ANTI-SLEEP COLLAR**



**32** CONCRETE ANTI-SLEEP COLLAR  
 DRAWING NO. 2



**33** CONCRETE ANTI-SLEEP COLLAR  
 DRAWING NO. 2



**C702**

**MEEDER PHASE 1**  
 100-ESTER ROAD  
 CHAMBERS TOWNSHIP PA 18048  
 PREPARED FOR:  
**ROCHESTER ROAD INVESTMENT CO.**  
 1180 DILLERVILLE RD  
 LANCASTER, PA 17601

**MEEDER**  
 Gateway Engineers, Inc.  
 1180 DILLERVILLE RD  
 LANCASTER, PA 17601

NO.	DATE	REVISION
01	08-12-2014	ISSUE FOR PERMIT
02	08-12-2014	ISSUE FOR PERMIT
03	08-12-2014	ISSUE FOR PERMIT
04	08-12-2014	ISSUE FOR PERMIT
05	08-12-2014	ISSUE FOR PERMIT
06	08-12-2014	ISSUE FOR PERMIT
07	08-12-2014	ISSUE FOR PERMIT
08	08-12-2014	ISSUE FOR PERMIT

**GATEWAY**  
 The Gateway Engineers, Inc.  
 P. E. Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gateway@me.com 717-651-8254



**Appendix B**

[Township O&M Agreement]

**Operation and Maintenance (O&M) Agreement  
Stormwater Management Best Management Practices (SWM BMPs)**

**THIS AGREEMENT**, made and entered into this \_\_\_ day of January, 2019, effective upon recording, by and between Rochester Road Investment Company \_\_\_\_\_, (hereinafter the "Landowner"), and Township of Cranberry, Butler County, Pennsylvania, (hereinafter "Municipality");

**WITNESSETH**

**WHEREAS**, the Landowner is the owner of certain real property as recorded by deed in the land records of Butler County, Pennsylvania, Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, (hereinafter "Property").

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

**WHEREAS**, the SWM Site Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as **Appendix A** and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

**WHEREAS**, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

**WHEREAS**, the Municipality requires, through the implementation of the SWM Site Plan, that stormwater BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

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

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner or its assigns or other successors in interest shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents, and employees, to enter upon the property, at reasonable times

and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMPs. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Landowner or Municipality.
8. The Municipality may inspect the BMPs at a minimum of once every three years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Butler County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

WITNESS the following signatures and seals:

ATTEST:

TOWNSHIP OF CRANBERRY

\_\_\_\_\_

By: \_\_\_\_\_

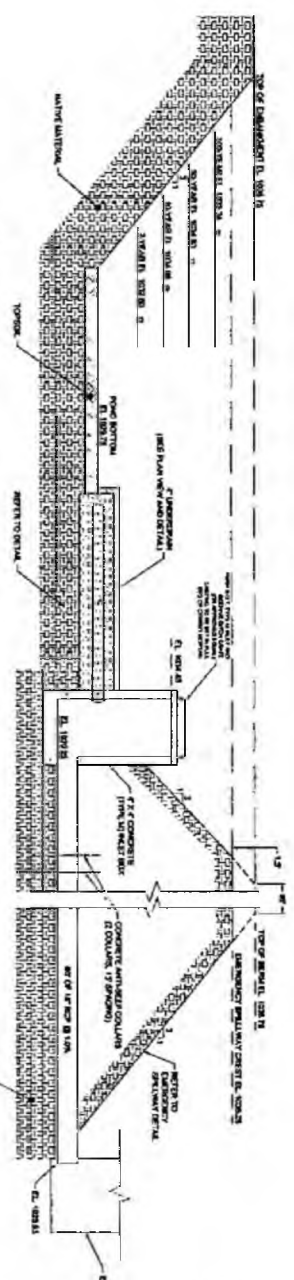
(SEAL)



**Appendix A**  
**Plan**





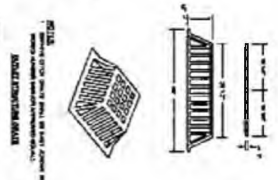


- NOTES
1. ALL MAJOR STRUCTURES, FEATURES, AND ELEMENTS TO BE SHOWN AND DIMENSIONS ACCORDING TO THE MOST RECENT CONSTRUCTION MANAGEMENT PLAN/PERMIT.
  2. CONSTRUCTION SHALL BE ACCORDANCE WITH THESE SPECIFICATIONS AND PERMIT/REGULATION ON ALL DETAILS TO BE SHOWN.
  3. MAJOR STEPS REQUIRED IN ALL STRUCTURES OVER & OVER.
  4. THE FOUNDATION SHALL BE CONSTRUCTED TO BE A PERMANENT TYPE IN ALL CASES.

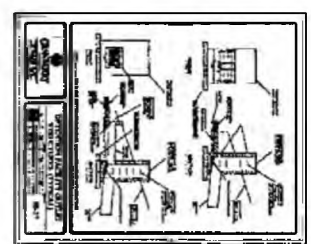
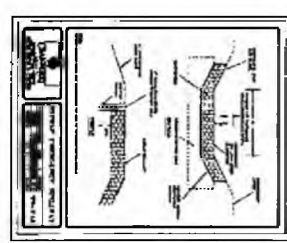
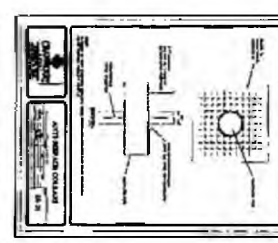
E. ELEVATION SECTION  
C701 BISHOP NO. 1



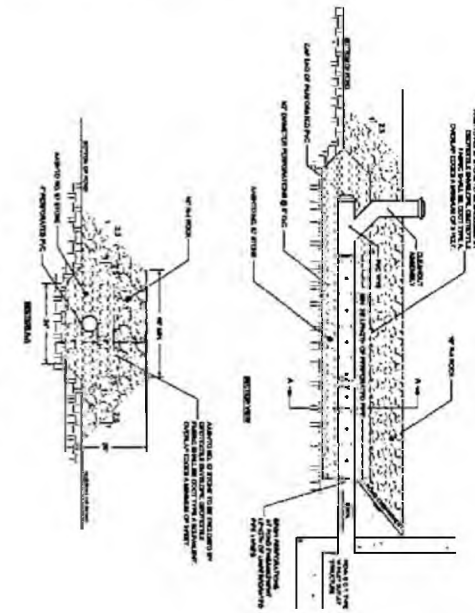
- NOTES
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  3. MAJOR STEPS REQUIRED IN ALL STRUCTURES OVER & OVER.
  4. THE FOUNDATION SHALL BE CONSTRUCTED TO BE A PERMANENT TYPE IN ALL CASES.



CONCRETE AMT-SLEEP COLLAR



D. OUTLET CONTROL STRUCTURE AT DOWN BASIN 11



D. LANDSCAPE DETAIL  
C701 BISHOP NO. 1

QUALIFIED PROFESSIONAL PLAN PREPARER:  
 I, \_\_\_\_\_, hereby certify that the stormwater management plan meets all design standards and criteria of the Camberry Township Stormwater Management Ordinance.

TOWNSHIP ENGINEER-APPROVED REPRESENTATIVE:  
 I, \_\_\_\_\_, have reviewed this stormwater management plan in accordance with the design standards and criteria of the Camberry Township Stormwater Management Ordinance.

LANDOWNER:  
 I, \_\_\_\_\_, acknowledge that the stormwater plans and features that cannot be altered or removed without prior approval by the township.

ENGINEER/ARCHITECT/ENGINEER/TOWNSHIP APPROVED PERSON:  
 I, \_\_\_\_\_, verify that all permit application materials have been constructed according to the final site plan and report and approved revisions thereto.

**MEEDER PHASE 1**  
 ROCHESTER ROAD  
 CRANFERRY TOWNSHIP, PA 15066

PREPARED FOR:  
**ROCHESTER ROAD INVESTMENT CO.**  
 1190 DILLERVILLE RD.  
 LANCASTER, PA 17601

PCSA DETAILS

C701

NO.	DATE	REVISION
1	08/11/2011	ISSUE FOR PERMIT
2	08/11/2011	ISSUE FOR PERMIT
3	08/11/2011	ISSUE FOR PERMIT
4	08/11/2011	ISSUE FOR PERMIT
5	08/11/2011	ISSUE FOR PERMIT
6	08/11/2011	ISSUE FOR PERMIT
7	08/11/2011	ISSUE FOR PERMIT
8	08/11/2011	ISSUE FOR PERMIT
9	08/11/2011	ISSUE FOR PERMIT
10	08/11/2011	ISSUE FOR PERMIT

**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pottsville, PA







Instr: 202003130005219

Pgs: 10 F: \$32.50

Michele Mustello

Butler County Recorder PA

3/13/2020 12:06 PM

T2020003600



Prepared by and return to:  
Maria Kennison, Esq.  
McNees Wallace & Nurick  
LLC  
100 Pine Street  
P.O. Box 1166 Harrisburg,  
PA 17101



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

*Michele M. Mustello*  
Michele M. Mustello - Recorder of Deeds

**FIRST AMENDMENT TO INSTRUMENT FOR  
THE DECLARATION OF RESTRICTIONS AND COVENANTS**

This Amendment ("Amendment") is made as of this 30<sup>th</sup> day of January, 2020,  
by ROCHESTER ROAD INVESTMENT COMPANY, a Pennsylvania corporation (the  
"Declarant") having an address of 1190 Dillerville Road, Lancaster, Pennsylvania 17601.

**BACKGROUND**

WHEREAS, Declarant is the developer of certain land situated in Cranberry Township,  
Butler County, Pennsylvania, identified and described in that certain subdivision plan consisting  
of one (1) page titled MEEDER, that was made for Meeder Family LP, drafted by Gateway  
Engineers, Inc., and dated January 22, 2019, and recorded on January 28, 2019, in the Recorder of  
Deeds Office in and for Butler County, Pennsylvania (the "Recorder's Office") as Instrument No.  
201901280001588 (the "Property");

WHEREAS, Declarant previously executed a certain declaration titled "Instrument for the  
Declaration of Restrictions and Covenants," dated January 29, 2019, and recorded on February 4,  
2019, in the Recorder's Office as Instrument No. 201902040002086 (being the "Original PCSM  
Instrument", as may be further amended, modified or supplemented from time to time, the "PCSM  
Instrument");

WHEREAS, Declarant recorded a Post Construction Stormwater Management Plan for  
the Property (the "Original PCSM Plan") as Appendix 'A' to the Original PCSM Instrument;

WHEREAS, subsequent to the recording of the Original PCSM Instrument and the  
Original PCSM Plan, Declarant obtained a modification to its NPDES permit and a revised Post  
Construction Stormwater Management Plan for the Property was approved in connection with  
such NPDES permit modification (the "Amended PCSM Plan");

WHEREAS, Declarant now desires to record the Amended PCSM Plan, attached hereto  
and incorporated herein as **Appendix A**, to provide notice and to ensure the operation and  
maintenance, and necessary access for operation and maintenance, of the PCSM BMPs on the  
Property and to prevent the use or development of the Property in any manner that may impair or  
conflict with the operation and maintenance of the PCSM BMPs; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the  
meanings specified in the Original PCSM Instrument.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions set forth in the Original PCSM Instrument and hereinafter set forth in this Amendment, with intent to be legally bound, Declarant hereby amends the Original PCSM Instrument as follows:

1. The foregoing Background section is incorporated herein by this reference thereto and made apart hereof.

2. To the extent any information in the Amended PCSM Plan, attached hereto and incorporated herein as **Appendix A**, is inconsistent with or in addition to such information set forth in the Original PCSM Plan, the Amended PCSM Plan hereby supersedes and supplements the Original PCSM Plan.

3. The Original PCSM Plan together with the Amended PCSM Plan shall collectively constitute the Post Construction Stormwater Management Plans for the Property (as may be further amended, modified or supplemented from time to time, the "PCSM Plans"), which PCSM Plans identify and describe the PCSM BMPs for the Property and the applicable operation and maintenance activities necessary for the PCSM BMPs.

4. Except as modified by this Amendment, all of the terms and provisions of the Original PCSM Instrument are hereby expressly ratified and confirmed and shall remain in full force and effect.

5. Per 25 Pa. Code §102.8(m)(2), the PCSM Instrument identifies the PCSM BMP(s), provides for the necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provides notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s), as more particularly set forth in the Planned Community Declaration, is a covenant that runs with the land that is binding upon and enforceable by subsequent owners of the Property or any portion thereof.

**[SIGNATURE PAGE FOLLOWS]**

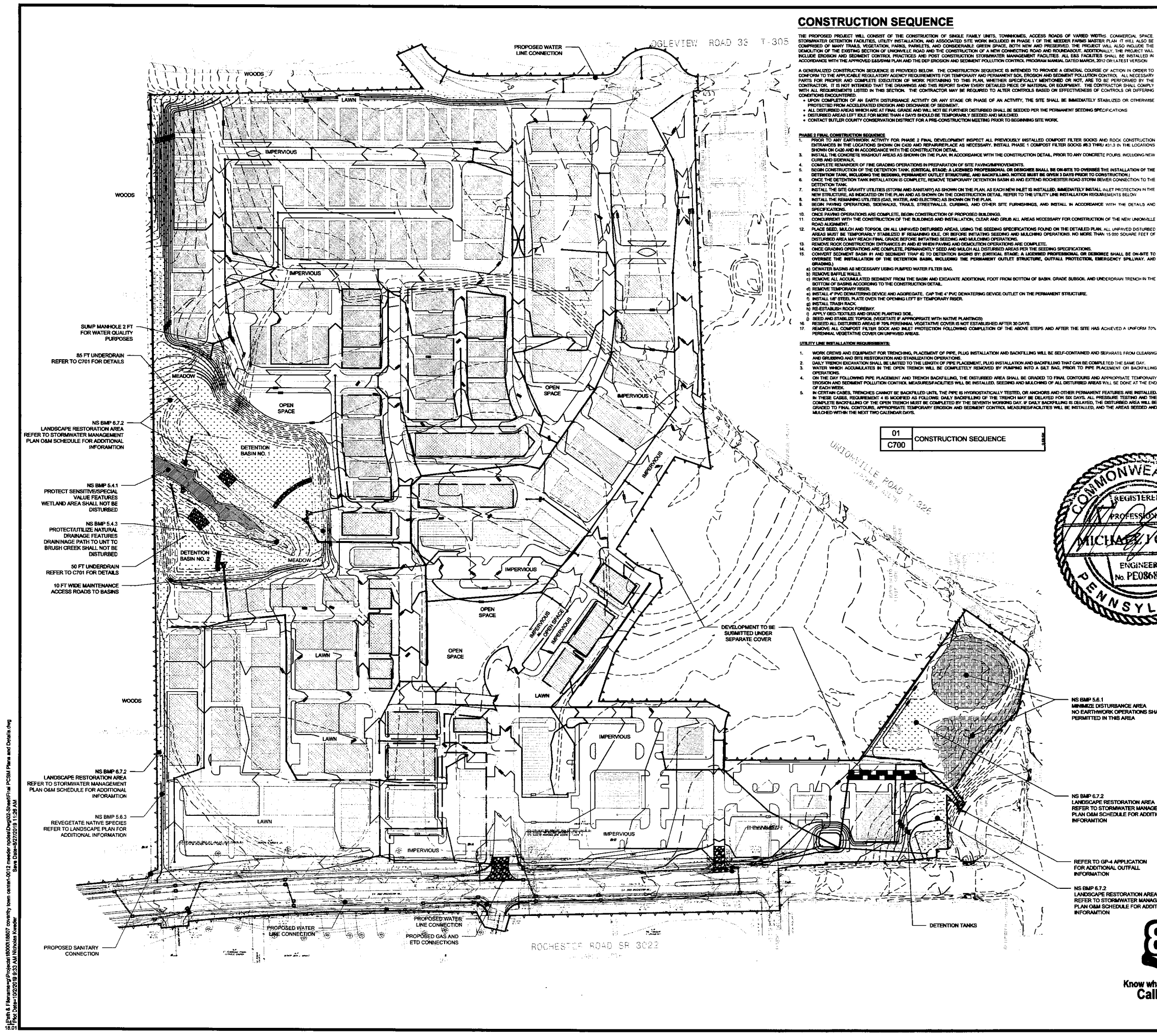


**Appendix A**

Amended PCSM Plan







**CONSTRUCTION SEQUENCE**

THE PROPOSED PROJECT WILL CONSIST OF THE CONSTRUCTION OF SINGLE FAMILY UNITS, TOWNHOMES, ACCESS ROADS OF VARIOUS WIDTHS, COMMERCIAL SPACE, STORMWATER DETENTION FACILITIES, UTILITY INSTALLATION AND ASSOCIATED SITE WORKS INDICATED IN PHASE 1 OF THE MEEDER FARMS MASTER PLAN. IT WILL ALSO BE COMPOSED OF MANY TRAILS, VEGETATION, PARKS, PARADELS, AND PASSABLE GREEN SPACE, BOTH NOW AND PROPOSED. THE PROJECT WILL ALSO INCLUDE THE DEMOLITION OF THE EXISTING SECTION OF UNIONVILLE ROAD AND THE CONSTRUCTION OF A NEW CONNECTING ROAD AND ROUNDABOUT. ADDITIONALLY, THE PROJECT WILL INCLUDE EROSION AND SEDIMENT CONTROL PRACTICES AND POST CONSTRUCTION STORMWATER MANAGEMENT FACILITIES. ALL ERS FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENT CONTROL PROGRAM MANUAL, DATED MARCH, 2012 OR LATEST VERSION.

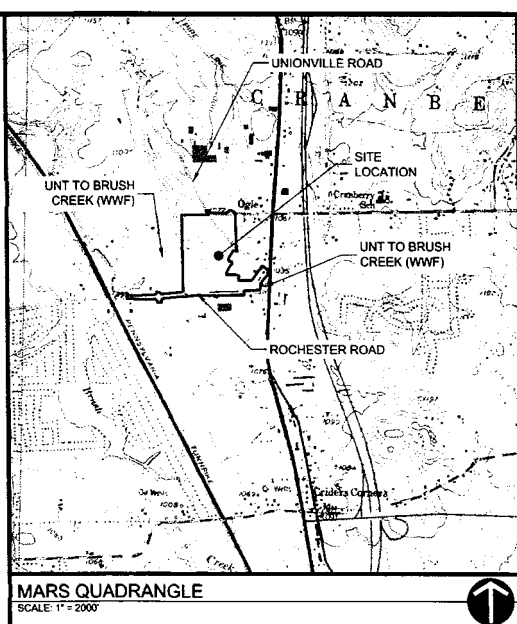
A GENERALIZED CONSTRUCTION SEQUENCE IS PROVIDED BELOW. THE CONSTRUCTION SEQUENCE IS INTENDED TO PROVIDE A GENERAL COURSE OF ACTION IN ORDER TO CONFORM TO THE APPLICABLE REGULATORY AGENCY REQUIREMENTS FOR TEMPORARY AND PERMANENT SOIL, EROSION AND SEDIMENT POLLUTION CONTROL. ALL NECESSARY PARTS FOR PROPER AND COMPLETE CONSTRUCTION WORK PERTAINING TO THIS PLAN, WHETHER SPECIFICALLY MENTIONED OR NOT, ARE TO BE PERFORMED BY THE CONTRACTOR. IT IS NOT INTENDED THAT THE DRAWINGS AND THIS REPORT SHOW EVERY DETAIL OF MATERIAL OR EQUIPMENT. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS LISTED IN THIS SECTION. THE CONTRACTOR MAY BE REQUIRED TO ALTER CONTROLS BASED ON EFFECTIVENESS OF CONTROL OR DIFFERING CONDITIONS ENCOUNTERED.

- FROM COMPLETION OF AN EARTH DISTURBANCE ACTIVITY OR ANY STAGE OR PHASE OF AN ACTIVITY, THE SITE SHALL BE IMMEDIATELY STABILIZED OR OTHERWISE PROTECTED FROM ACCELERATED EROSION AND DISCHARGE OF SEDIMENT.
- ALL DISTURBED AREAS WHICH ARE AT FINAL GRADE AND WILL NOT BE FURTHER DISTURBED SHALL BE SEEDDED PER THE PERMANENT SEEDING SPECIFICATIONS.
- DISTURBED AREAS LEFT IDLE FOR MORE THAN 4 DAYS SHOULD BE TEMPORARILY SEEDDED AND MULCHED.
- CONTACT BUTLER COUNTY CONSERVATION DISTRICT FOR A PRE-CONSTRUCTION MEETING PRIOR TO BEGINNING SITE WORK.

- PHASE 2 FINAL CONSTRUCTION SEQUENCE**
- PRIOR TO ANY EARTHWORK ACTIVITY FOR PHASE 2 FINAL DEVELOPMENT INSPECT ALL PREVIOUSLY INSTALLED COMPOST FILTER SOCKS AND ROCK CONSTRUCTION ENTRANCES IN THE LOCATIONS SHOWN ON C620 AND REPAIR/REPLACE AS NECESSARY. INSTALL PHASE 1 COMPOST FILTER SOCKS #3 THROUGH #13 IN THE LOCATIONS SHOWN ON C620 AND IN ACCORDANCE WITH THE CONSTRUCTION DETAIL.
  - INSTALL THE CONCRETE WASHOUT BASIN AS SHOWN ON THE PLAN, IN ACCORDANCE WITH THE CONSTRUCTION DETAIL, PRIOR TO ANY CONCRETE POURS, INCLUDING NEW CURBS AND SIDEWALKS.
  - COMPLETE REMOVAL OF FINE GRADING OPERATIONS IN PREPARATION OF SITE FINISH/IMPROVEMENTS.
  - BEGIN CONSTRUCTION OF THE DETENTION TANK, CRITICAL STAGE: A LICENSED PROFESSIONAL OR DESIGNER SHALL BE ON-SITE TO OVERSEE THE INSTALLATION OF THE DETENTION TANK, INCLUDING THE BEDDING, PERMANENT OUTLET STRUCTURE, AND BACKFILLING. NOTICE MUST BE GIVEN 3 DAYS PRIOR TO CONSTRUCTION.
  - ONCE THE DETENTION TANK INSTALLATION IS COMPLETE, REMOVE TEMPORARY DETENTION BASIN #1 AND EXTEND ROCHESTER ROAD STORM SEWER CONNECTION TO THE DETENTION TANK.
  - INSTALL THE SITE GRAVITY UTILITIES (SEWAGE AND SANITARY) AS SHOWN ON THE PLAN, AS EACH NEW UNIT IS INSTALLED. IMMEDIATELY INSTALL INLET PROTECTION IN THE NEW STRUCTURES, AS INDICATED ON THE PLAN AND AS SHOWN ON THE CONSTRUCTION DETAIL. REFER TO THE UTILITY LINE INSTALLATION REQUIREMENTS BELOW.
  - INSTALL THE REMAINING UTILITIES (GAS, WATER, AND ELECTRIC) AS SHOWN ON THE PLAN.
  - BEGIN FINISHING OPERATIONS: SIDEWALKS, TRAILS, STREETWALKS, CURBS, AND OTHER SITE FINISHINGS, AND INSTALL IN ACCORDANCE WITH THE DETAILS AND SPECIFICATIONS.
  - ONCE FINISHING OPERATIONS ARE COMPLETE, BEGIN CONSTRUCTION OF PROPOSED BUILDING.
  - CONCURRENT WITH THE CONSTRUCTION OF THE BUILDINGS AND INSTALLATION, CLEAR AND GRUB ALL AREAS NECESSARY FOR CONSTRUCTION OF THE NEW UNIONVILLE ROAD ALIGNMENT.
  - PLACE SEED, MULCH AND TOPSOIL ON ALL UNPAVED DISTURBED AREAS, USING THE SEEDING SPECIFICATIONS FOUND ON THE DETAILED PLAN. ALL UNPAVED DISTURBED AREAS MUST BE TEMPORARILY STABILIZED IF REMAINING IDLE, OR BEFORE INITIATING SEEDING AND MULCHING OPERATIONS. NO MORE THAN 15,000 SQUARE FEET OF DISTURBED AREA MAY REACH FINAL GRADE BEFORE INITIATING SEEDING AND MULCHING OPERATIONS.
  - REMOVE ROCK CONSTRUCTION ENTRANCES #1 AND #2 WHEN FINISHING AND DEMOLITION OPERATIONS ARE COMPLETE.
  - ONCE GRADING OPERATIONS ARE COMPLETE, PERMANENTLY SEED AND MULCH ALL DISTURBED AREAS PER THE SEEDING SPECIFICATIONS.
  - CONVERT SEDIMENT BASIN #1 TO DETENTION BASIN #2 BY CRITICAL STAGE: A LICENSED PROFESSIONAL OR DESIGNER SHALL BE ON-SITE TO OVERSEE THE INSTALLATION OF THE DETENTION BASIN, INCLUDING THE PERMANENT OUTLET STRUCTURE, OUTFALL PROTECTION, EMERGENCY SPILLWAY, AND GRADING.
  - DEWATER BASINS AS NECESSARY USING PUMPED WATER FILTER BAG.
  - REMOVE ALL ACCUMULATED SEDIMENT FROM THE BASIN AND EXCAVATE ADDITIONAL FOOT FROM BOTTOM OF BASIN, GRADE SUBSOIL AND UNDERDRAIN TRENCH IN THE BOTTOM OF BASIN ACCORDING TO THE CONSTRUCTION DETAIL.
  - REMOVE TEMPORARY RISER.
  - INSTALL 4" PVC DEWATERING DEVICE AND AGGREGATE. CAP THE 4" PVC DEWATERING DEVICE OUTLET ON THE PERMANENT STRUCTURE.
  - INSTALL LIFE STEEL PLATE OVER THE OPENING LEFT BY TEMPORARY RISER.
  - INSTALL TRASH RACK.
  - RE-ESTABLISH ROCK FORESKY.
  - APPLY GEO-TEXTILES AND GRADE PLANTING SOIL.
  - SEED AND STABILIZE TOPSOIL (WHEN APPROPRIATE) WITH NATIVE PLANTINGS.
  - RESEED ALL DISTURBED AREAS IF 70% PERMANENT VEGETATIVE COVER IS NOT ESTABLISHED AFTER 30 DAYS.
  - REMOVE ALL COMPOST FILTER SOCK AND INLET PROTECTION FOLLOWING COMPLETION OF THE ABOVE STEPS AND AFTER THE SITE HAS ACHIEVED A UNIFORM 70% PERMANENT VEGETATIVE COVER ON IMPAIRED AREAS.

- UTILITY LINE INSTALLATION REQUIREMENTS:**
- WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PILING INSTALLATION AND BACKFILLING WILL BE SELF-CONTAINED AND DEPARTS FROM CLEANING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
  - DAILY TRENCH EXCAVATION SHALL BE LIMITED TO THE LENGTH OF PIPE PLACEMENT, PILING INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY. WATER WHICH ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY THE END OF EACH WORKING DAY.
  - ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA SHALL BE GRADED TO FINAL CONTOURS AND APPROPRIATE TEMPORARY EROSION AND SEDIMENT POLLUTION CONTROL MEASURES/FACILITIES WILL BE INSTALLED. SEEDING AND MULCHING OF ALL DISTURBED AREAS WILL BE DONE AT THE END OF EACH WEEK.
  - IN CERTAIN CASES, TRENCHES CANNOT BE BACKFILLED UNTIL THE PIPE IS HYDROSTATICALLY TESTED, OR ANCHORS AND OTHER PERMANENT FEATURES ARE INSTALLED. IN THESE CASES, REQUIREMENT 4 IS MODIFIED AS FOLLOWS: DAILY BACKFILLING OF THE TRENCH MAY BE DELAYED FOR SIX DAYS. ALL PRESSURE TESTING AND THE COMPLETE BACKFILLING OF THE OPEN TRENCH MUST BE COMPLETED BY THE SEVENTH WORKING DAY. IF DAILY BACKFILLING IS DELAYED, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS, APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES/FACILITIES WILL BE INSTALLED, AND THE AREA SEEDED AND MULCHED WITHIN THE NEXT TWO CALENDAR DAYS.

01	CONSTRUCTION SEQUENCE
C700	



**PCSM LEGEND**

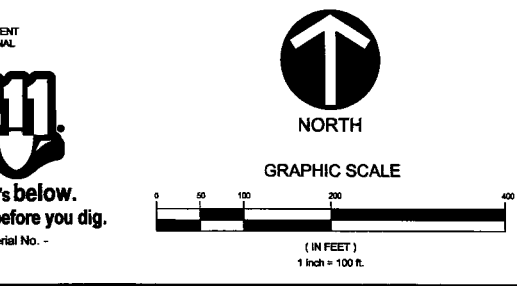
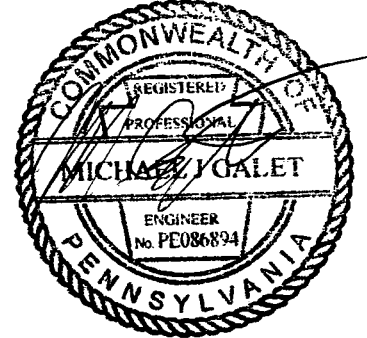
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[Symbol]		NS BMP 5.4.3 NATURAL DRAINAGE FEATURES
[Symbol]		NS BMP 5.6.1 MINIMIZE DISTURBANCE AREA

**PROJECT AREAS**

TOTAL PERMIT AREA = 67.8 ACRES  
DISTURBED AREA = 58.9 ACRES

**POST CONSTRUCTION STORMWATER MANAGEMENT NOTES:**

- IT SHALL UNLAWFUL TO ALTER OR REMOVE ANY PERMANENT STORMWATER BMP REQUIRED BY AN APPROVED SWM SITE PLAN OR TO ALLOW THE PROPERTY TO REMAIN IN A CONDITION THAT DOES NOT CONFORM TO AN APPROVED SWM SITE PLAN, UNLESS THE TOWNSHIP GRANTS AN EXCEPTION IN WRITING.
- THE OWNER IS RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THE STORMWATER BMP'S. IF THE OWNER FAILS TO ADHERE TO THE OPERATION AND MAINTENANCE (O&M) AGREEMENT, THE TOWNSHIP MAY PERFORM THE SERVICES REQUIRED AND CHARGE THE OWNER APPROPRIATE FEES. NONPAYMENT OF FEES MAY RESULT IN A LIEN AGAINST THE PROPERTY.
- AS PER THE APPROVED STORMWATER MANAGEMENT PLAN, THE TOWNSHIP SHALL HAVE RIGHT OF ACCESS TO THE ON-SITE DETENTION FACILITY FOR THE RIGHT OF MAINTENANCE, MONITORING, AND/OR SAMPLING. IN THE EVENT THE OWNER, ASSIGNS OR HEIRS DO NOT ADEQUATELY MAINTAIN OR MONITOR THE FACILITY, THE OWNER, ASSIGNS OR HEIRS SHALL REIMBURSE THE TOWNSHIP FOR ALL COSTS ASSOCIATED WITH SAID MAINTENANCE. THE FOREMENTIONED RIGHTS GRANTED TO THE TOWNSHIP IN NO WAY DIMINISH THE RESPONSIBILITY OF THE OWNER, ASSIGNS OR HEIRS OF SAID MAINTENANCE AND MONITORING, AND NO LIABILITY WILL BE ASSUMED BY THE TOWNSHIP ASSOCIATED WITH REQUIRED ACCESS FOR MAINTENANCE OR MONITORING PURPOSES.
- NO PERSON SHALL MODIFY, REMOVE, FILL, LANDSCAPE, OR ALTER ANY EXISTING STORMWATER BMP, FACILITIES, AREAS, OR STRUCTURES, UNLESS IT IS PART OF AN APPROVED MAINTENANCE PROGRAM, WITHOUT THE WRITTEN APPROVAL OF THE TOWNSHIP.
- FACILITIES, AREAS, OR STRUCTURES USED AS STORMWATER BMP'S SHALL BE ENUMERATED AS PERMANENT REAL ESTATE APPURTENANCES AND RECORDED AS DEED RESTRICTIONS OR EASEMENTS THAT RUN WITH THE LAND.



**GATEWAY**  
The Gateway Engineers, Inc.  
Full-Service Civil Engineering & Surveying  
Pittsburgh, PA  
gatewayengineers.com

**REVISION RECORD**

No.	DATE	DESCRIPTION
01	2018-07-27	NPDES PHASE 1 SUBMISSION TO BCCD
02	2018-09-27	NPDES INCOMPLETE REVIEW RESPONSE TO BCCD
03	2018-10-22	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
04	2018-11-07	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
05	2018-05-27	NPDES MINOR AMENDMENT 1 TO BCCD
06	2018-04-15	NPDES MAJOR AMENDMENT 2 TO BCCD
07	2018-05-15	CHAPTER 105 REVIEW RESPONSE TO BCCD
08		

**MEEDER FARMS NPDES**  
ROCHESTER ROAD  
CRANBERRY TOWNSHIP, 16068

PREPARED FOR:  
**ROCHESTER ROAD INVESTMENT CO.**  
1180 DILLERVILLE ROAD  
LANCASTER, PA 17601

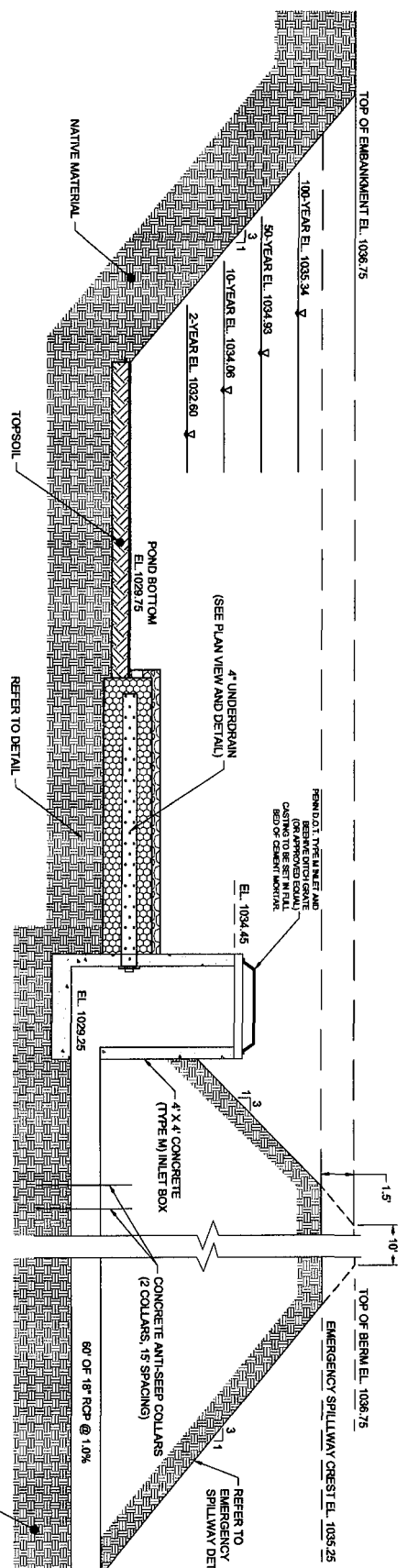
OVERALL FINAL PCSM PLAN

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Drawing Scale: 1" = 100'  
Date Issued: SEPT 2018  
Index Number: 403620  
Drawn By: NK  
Checked By: MJG  
Project Manager: DMH

**C700**

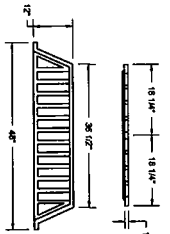
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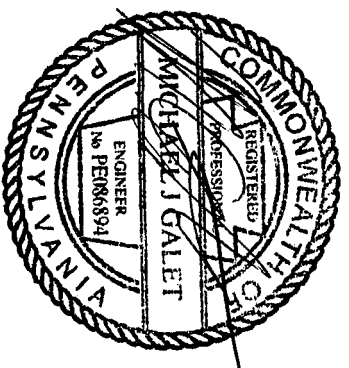
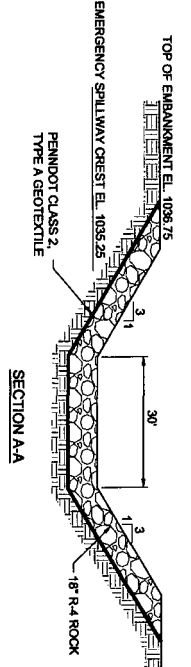
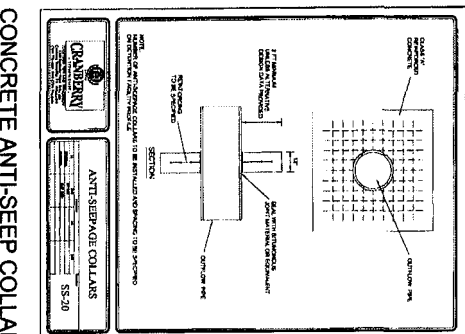


- NOTES:
1. ALL BASIN STRUCTURES, FEATURES, AND ELEVATIONS TO BE SIZED AND ARRANGED ACCORDING TO THE POST CONSTRUCTION STORMWATER MANAGEMENT REPORT.
  2. CONSTRUCT INLET IN ACCORDANCE WITH THESE SPECIFICATIONS AND PENNDOT PUBLICATION 408, SECTION 806, FOR CAST IN PLACE UNITS AND SECTION 713.2 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 5' DEEP.
  5. THE PERMANENT RISER STRUCTURE IS TO BE A PENNDOT TYPE M INLET BOX.

01 STORMWATER MANAGEMENT  
 C702 BASIN NO. 1



- NOTES:
1. REINFORCED CONCRETE SHALL BE CAST IN PLACE WITH REINFORCEMENT AS SHOWN ON DRAWING.
  2. CONSTRUCT INLET IN ACCORDANCE WITH THESE SPECIFICATIONS AND PENNDOT PUBLICATION 408, SECTION 806, FOR CAST IN PLACE UNITS AND SECTION 713.2 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES AND GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 5' DEEP.



QUALIFIED PROFESSIONAL PLAN PREPARER:

Nicholas Kweder HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE CRANBERRY TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

TOWNSHIP ENGINEER/APPROVED REPRESENTATIVE:

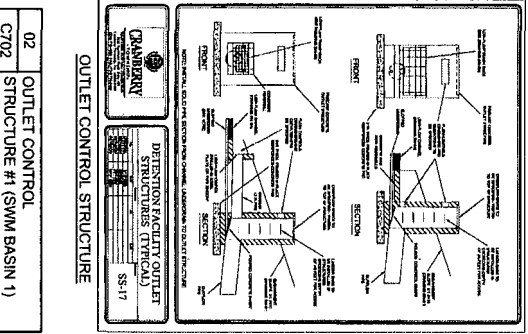
\_\_\_\_\_ HAVE REVIEWED THIS STORMWATER MANAGEMENT PLAN IN ACCORDANCE WITH THE DESIGN STANDARDS AND CRITERIA OF THE CRANBERRY TOWNSHIP STORMWATER MANAGEMENT ORDINANCE.

LANDOWNER:

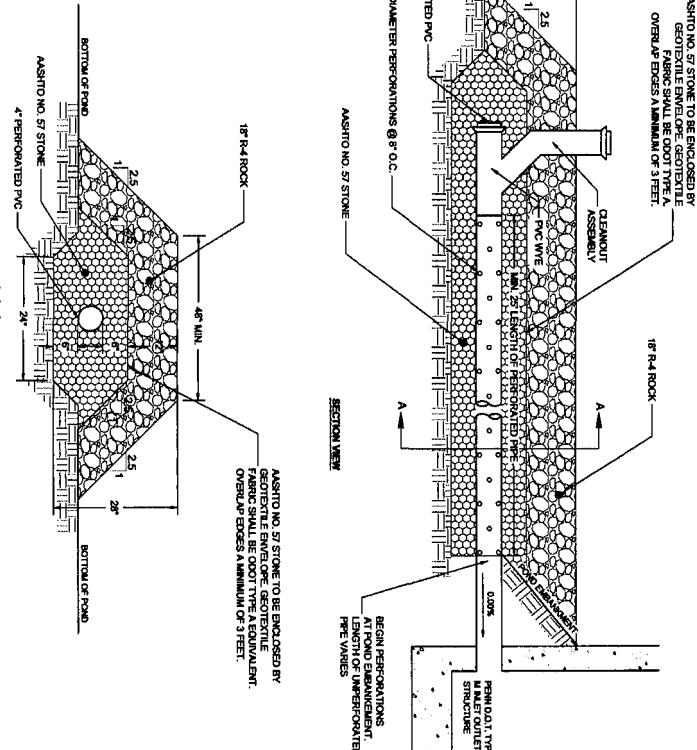
\_\_\_\_\_ ACKNOWLEDGE THAT THE STORMWATER BMPs ARE FEATURES THAT CANNOT BE ALTERED OR REMOVED WITHOUT PRIOR APPROVAL BY THE TOWNSHIP.

ENGINEER/ARCHITECT/SURVEYOR/QUALIFIED PERSON:

\_\_\_\_\_ VERIFY THAT ALL PERMANENT FACILITIES HAVE BEEN CONSTRUCTED ACCORDING TO THE SWM SITE PLAN AND REPORT AND APPROVED REVISIONS THERETO.



02 OUTLET CONTROL STRUCTURE #1 (SWM BASIN 1)  
 C702



03 RAISED 4" UNDERDRAIN  
 C702 DEWATERING DEVICE

Date	No	REVISION RECORD
2018-07-27	01	NPDES PHASE 1 SUBMISSION TO BCCD
2018-09-27	02	NPDES INCOMPLETENESS REVIEW RESPONSE TO BCCD
2018-10-22	03	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
2018-11-07	04	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
2019-02-27	05	NPDES MINOR AMENDMENT 1 TO BCCD
2019-04-16	06	NPDES MAJOR AMENDMENT 2 TO BCCD
2019-05-15	07	CHAPTER 105 REVIEW RESPONSE TO BCCD
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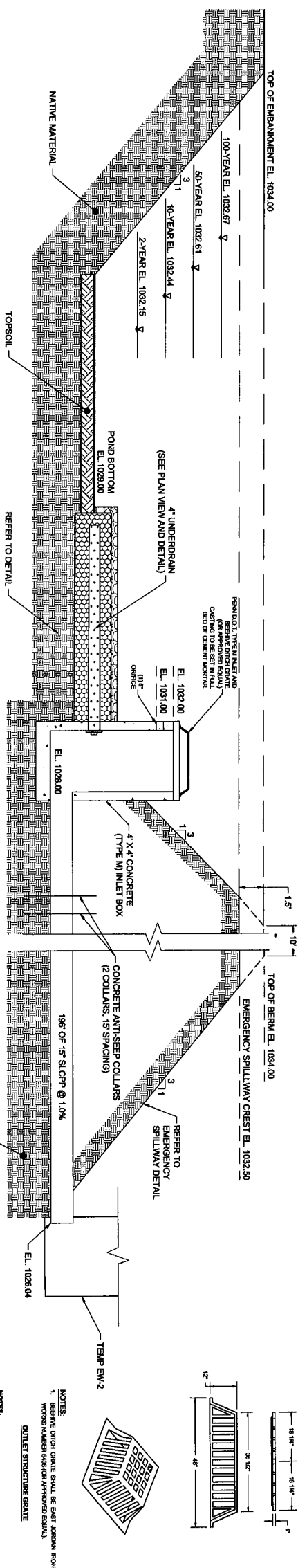
**GATEWAY**  
 The Gateway Engineers, Inc.  
 Full-Service Civil Engineering & Surveying  
 Pittsburgh, PA  
 gatewayengineers.com 855-634-9284

MEEDER FARMS NPDES  
 ROCHESTER ROAD  
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 PREPARED FOR:  
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 LANCASTER, PA 17601

PCSM DETAILS  
 Project Number: 18077-0012  
 Drawing Scale: N.T.S.  
 Date Issued: SHEET 2018  
 Index Number: 402820  
 Drawn By: JLG  
 Checked By: JLG  
 Project Manager: DHH  
**C702**

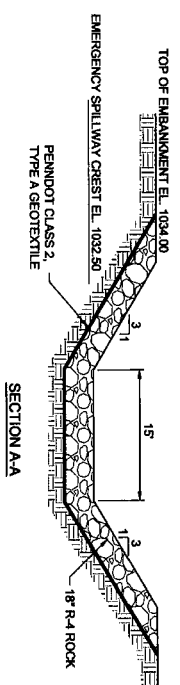


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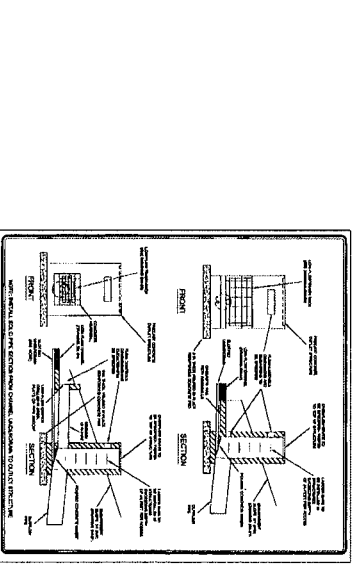
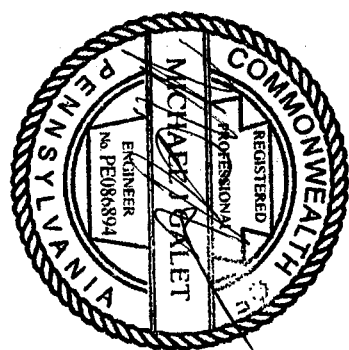
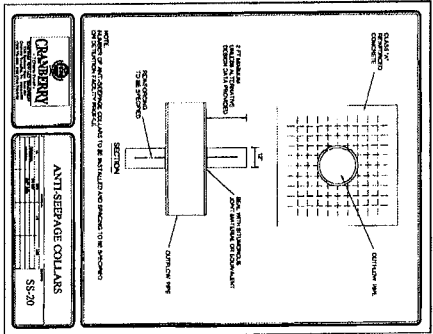


- NOTES:**
1. ALL BASIN STRUCTURES, FEATURES, AND ELEVATIONS TO BE SIZED AND ARRANGED ACCORDING TO THE POST CONSTRUCTION STORMWATER MANAGEMENT REPORT.
  2. CONSTRUCT INLET IN ACCORDANCE WITH THESE SPECIFICATIONS AND PENNDOT PUBLICATION 406, SECTION 605, FOR CAST IN PLACE UNITS AND SECTION 713.2 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 8' DEEP.
  5. THE PERMANENT RISER STRUCTURE IS TO BE A PENNDOT TYPE M INLET BOX.

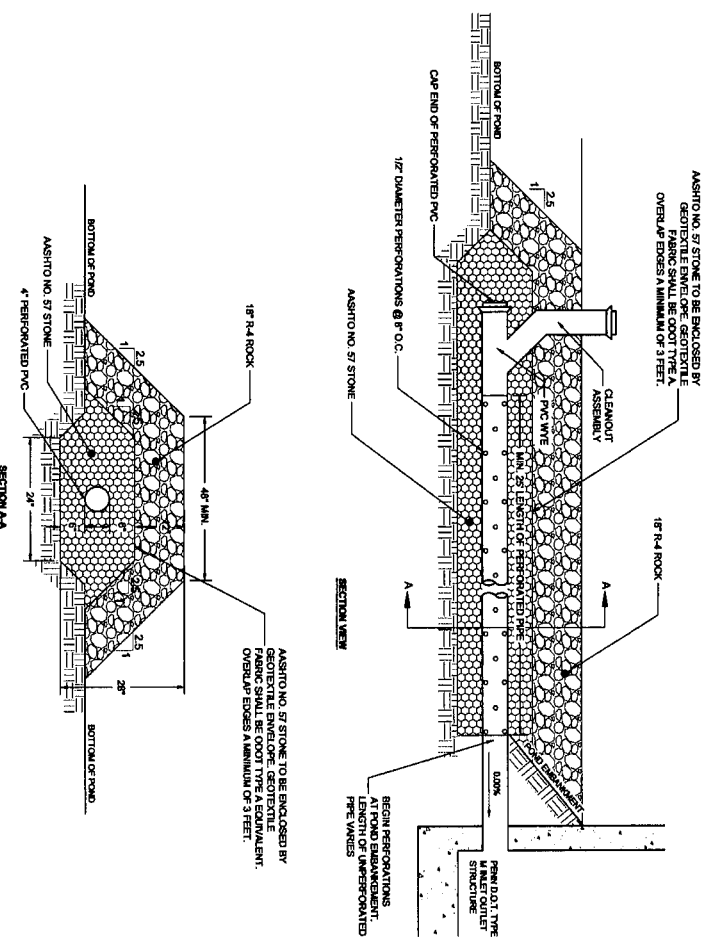
01 STORMWATER MANAGEMENT  
 C704 BASIN NO. 3



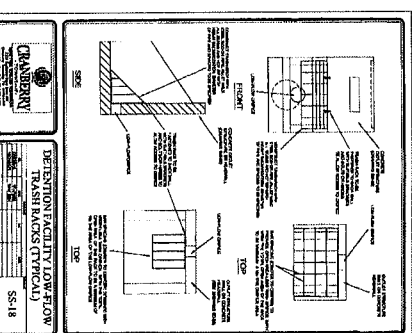
- NOTES:**
1. CONSTRUCT PERMANENT RISER TO BE SIZED AND ARRANGED ACCORDING TO THE POST CONSTRUCTION STORMWATER MANAGEMENT REPORT.
  2. CONSTRUCT INLET IN ACCORDANCE WITH THESE SPECIFICATIONS AND PENNDOT PUBLICATION 406, SECTION 605, FOR CAST IN PLACE UNITS AND SECTION 713.2 FOR PRECAST CONCRETE UNITS.
  3. INLET GRATES AND GRATES TO BE GRAY IRON.
  4. MANHOLE STEPS REQUIRED IN ALL STRUCTURES OVER 8' DEEP.



02 OUTLET CONTROL STRUCTURE #3 (SWM BASIN 3)  
 C704

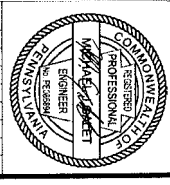


03 RAISED 4" UNDERDRAIN DEWATERING DEVICE  
 C704



04 OUTLET STRUCTURE ORIFICE TRASH RACK  
 C704

Date	No	REVISION RECORD
2018-07-27	01	NPDES PHASE 1 SUBMISSION TO BCCD
2018-09-27	02	NPDES INCOMPLETENESS REVIEW RESPONSE TO BCCD
2018-10-22	03	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
2018-11-07	04	NPDES TECHNICAL REVIEW RESPONSE TO BCCD
2018-02-27	05	NPDES MINOR AMENDMENT 1 TO BCCD
2018-04-16	06	NPDES MAJOR AMENDMENT 2 TO BCCD
2019-05-15	07	CHAPTER 105 REVIEW RESPONSE TO BCCD
	08	

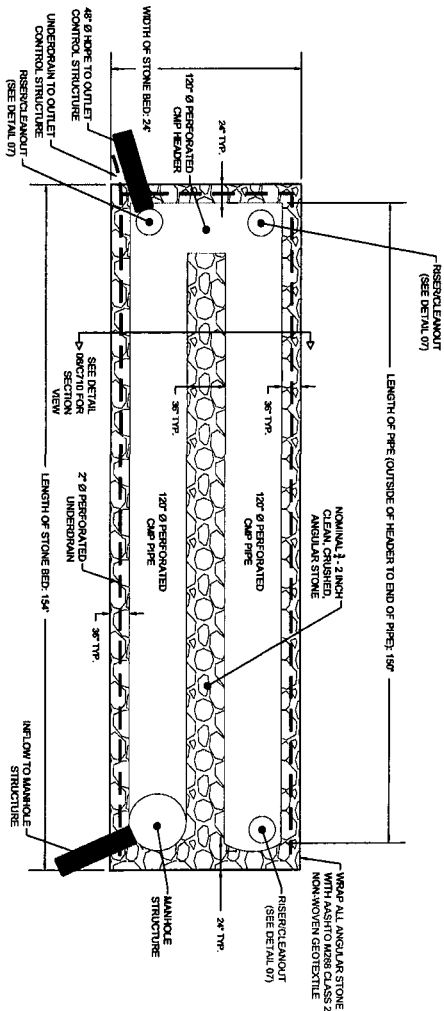


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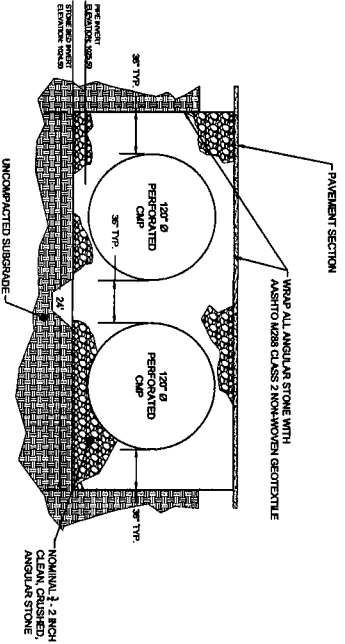
**MEEDER FARMS NPDES**  
 ROCHESTER ROAD  
 CRANBERRY TOWNSHIP, 16066  
 PREPARED FOR:  
**ROCHESTER ROAD INVESTMENT CO.**  
 1190 DILLERVILLE ROAD  
 LANCASTER, PA 17601

PCSM DETAILS  
 Project Number: 16007-0012  
 Drawing Scale: N.T.S.  
 Date Issued: SEPT 2018  
 Index Number: 405920  
 Drawn By: NK  
 Checked By: NK  
 Project Manager: SKBT  
**C704**

Path & Filename: g:\Project\1800018607\coventry town center-0212\meeder\pde\dwg\02-sheet\Final PCBM Plans and Details.dwg  
 Plot Date: 10/2/2019 8:33 AM Nicholas Kwader Save Date: 8/27/2019 11:26 AM

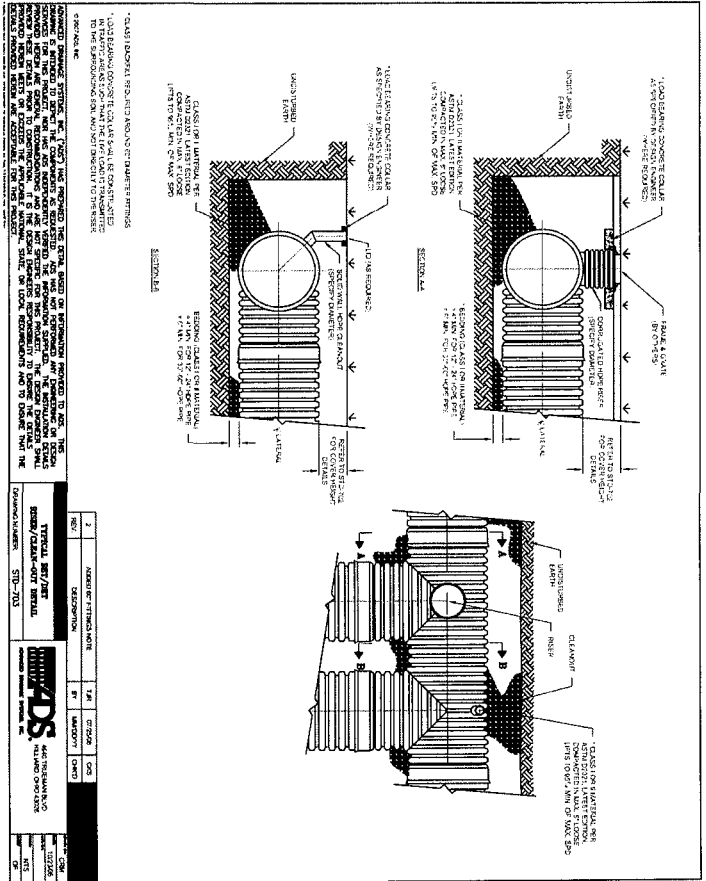


01 UNDERGROUND DETENTION TANKS  
 C705 PLAN VIEW

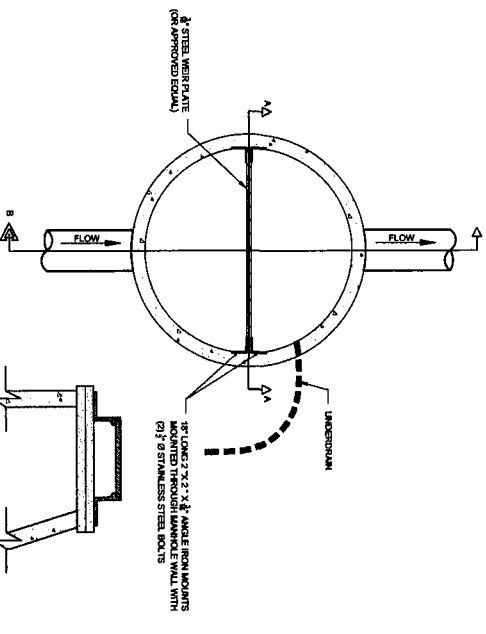


02 UNDERGROUND DETENTION TANKS  
 C705 SECTION VIEW

- NOTES:
1. ALL REFERENCES TO CLASS OR MATERIAL, UNLESS OTHERWISE SPECIFIED, SHALL BE TO THE STANDARD SPECIFICATIONS FOR UNDERGROUND DETENTION TANKS, 19TH EDITION, AS APPLICABLE.
  2. ALL RETENTION AND DETENTION SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH 19TH EDITION, LATEST EDITION AND AMENDMENTS SHOULD BE USED TO PREVENT THE INJECTION OF HAZARDOUS MATERIALS INTO THE SUBURBIAL MATERIAL, WHEN REQUIRED. SEE SECTION 02 FOR THE SPECIFICATIONS TO PREVENT THE INJECTION OF HAZARDOUS MATERIALS INTO THE SUBURBIAL MATERIAL.
  3. THE DETENTION TANKS SHALL BE CONSTRUCTED OF 12\"/>
  - 4. THE DETENTION TANKS SHALL BE CONSTRUCTED OF 12\"/>
  - 5. THE DETENTION TANKS SHALL BE CONSTRUCTED OF 12\"/>
  - 6. THE DETENTION TANKS SHALL BE CONSTRUCTED OF 12\"/>
  - 7. THE DETENTION TANKS SHALL BE CONSTRUCTED OF 12\"/>



03 CLEANOUT AND RISER DETAIL  
 C705



04 OUTLET CONTROL STRUCTURE  
 C705

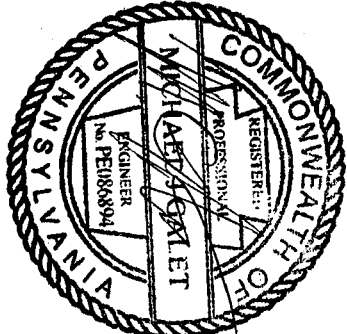
**STORMWATER MANAGEMENT CONVEYANCE OPERATION AND MAINTENANCE SCHEDULE**

**OWNER AND RESPONSIBLE MAINTENANCE PARTY:** ROCHESTER ROAD INVESTMENT CO.

**SCOPE AND RESPONSIBILITY:** THE SCOPE OF THIS SCHEDULE IS TO DEFINE THE OPERATIONAL AND MAINTENANCE REQUIREMENTS FOR THE STORMWATER CONVEYANCE SYSTEM, INCLUDING THE DETENTION TANKS, CLEANOUTS, RISERS, AND OUTLET CONTROL STRUCTURES. THE MAINTENANCE PARTY SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE SYSTEM, INCLUDING THE DETENTION TANKS, CLEANOUTS, RISERS, AND OUTLET CONTROL STRUCTURES. THE MAINTENANCE PARTY SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE SYSTEM, INCLUDING THE DETENTION TANKS, CLEANOUTS, RISERS, AND OUTLET CONTROL STRUCTURES.

**OPERATION:** THE DETENTION TANKS SHALL ALWAYS BE IN THE OPEN POSITION. THE UNDERGROUND DETENTION TANKS SHALL BE OPERATED IN ACCORDANCE WITH THE OPERATIONAL AND MAINTENANCE SCHEDULE. THE DETENTION TANKS SHALL BE OPERATED IN ACCORDANCE WITH THE OPERATIONAL AND MAINTENANCE SCHEDULE.

**MAINTENANCE:** THE DETENTION TANKS SHALL BE MAINTAINED AT LEAST 4 TIMES A YEAR, AS WELL AS AFTER EVERY STORM EXCEEDING 3 INCHES OF RAINFALL. THE DETENTION TANKS SHALL BE MAINTAINED AT LEAST 4 TIMES A YEAR, AS WELL AS AFTER EVERY STORM EXCEEDING 3 INCHES OF RAINFALL. THE DETENTION TANKS SHALL BE MAINTAINED AT LEAST 4 TIMES A YEAR, AS WELL AS AFTER EVERY STORM EXCEEDING 3 INCHES OF RAINFALL.



05 LONG TERM OPERATION AND MAINTENANCE SCHEDULE  
 C705

PROJECT NUMBER: 18001-0012  
 DRAWING SCALE: N.T.S.  
 DATE ISSUED: SEPT 2018  
 INDEX NUMBER: 402820  
 DRAWN BY: NK  
 CHECKED BY: DK  
 PROJECT MANAGER: SKH

**MEEDER FARMS NPDES**  
 ROCHESTER ROAD  
 CRANBERRY TOWNSHIP, 16066  
 PREPARED FOR:  
**ROCHESTER ROAD INVESTMENT CO.**  
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