



*Bill Ball*

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
REGENTS PARK, a Planned Community  
in The Township of Peters, Washington County, Pennsylvania**

THIS DECLARATION is made this 14 day of APRIL, 2021, by BENJAMIN MARCUS HOMES, L.C.C., a Pennsylvania limited liability company as the owner in fee simple of the real estate herein described.

**ARTICLE I**

**SUBMISSION**

Section 1.1. Declarant; Property; County. BENJAMIN MARCUS HOMES, L.L.C., a Pennsylvania limited liability company (the “**Declarant**”), owner in fee simple of the real estate described in **Exhibit “A”** attached hereto, located in The Township, Washington County, Pennsylvania (the “**Property**”), hereby submits the Property, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the “**Property**”), to the following covenants, conditions reservations, and restrictions. The Declarant intends that the Property subject to this Declaration shall constitute a “Planned Community,” as that term is defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, *et seq.*, as the same may be amended from time to time (the “**Act**”). The Planned Community shall be known as “**Regents Park**”.

**ARTICLE II**

**DEFINED TERMS**

Section 2.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Bylaws (as defined herein) have the meanings specified or used in the Act

Section 2.2 Terms Defined in this Declaration. In addition to the terms defined below, and other terms defined hereinafter, the following terms have the following specific meanings in this Declaration, the Bylaws, and Plats and Plans:

- (a) “**Additional Property**” means the real property identified on **Exhibit “B”**. Exhibit B may be amended or supplemented by Declarant from time to time.
- (b) “**Assessment(s)**” shall mean the obligation of a Lot Owner to the Association for any or all of the following: (1) Annual Assessments, (2) Special Assessments, and (3) any fines, interest and penalties imposed by the Association pursuant to this Declaration or any other Planned Community Documents.
- (c) “**Association**” means the Lot Owners Association, which shall be known as the Cobblestone Homeowners Association, a Pennsylvania nonprofit corporation.

(d) “**Board of Directors**” means the Board of Directors of the Association.

(e) “**Building(s)**” means any building(s) constructed or erected on the Property.

(f) “**Bylaws**” means the document having that name and providing for the governance of the Association, pursuant to section 5306 of the Act, as such document may be amended from time to time.

(g) “**Common Elements**” shall mean all real and personal property located within the Plan to be owned by or leased to the Association for the common use and enjoyment of all members of the Association, including without limitation, the open space, detention facilities and wetland areas, the park, (with gazebo), the bus-stop, together with all storm water drainage facilities serving the Property, signage and private roads (unless and until such time as the storm water drainage facilities and any private roads have been offered for dedication to and accepted by The Township). All Common Elements (excluding those which are not yet erected or constructed) are shown on the Plan.

(h) “**Common Expenses**” means the expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including but not limited to the expense of owning and maintaining any Common Elements, and all common community services required or desired for the general use and benefit of all Lot Owners.

(i) “**Declarant**” means and refers to **Benjamin Marcus Homes, L.L.C.**, a Pennsylvania limited liability company and all successors to any of Declarant’s rights.

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

(k) “**Improvements**” means all buildings, structures and other improvements of any and every nature located on a Lot and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements (herein collectively called the “Improvements”);

(l) “**Limited Common Elements**” means any and all real and personal property, easements, improvements, utility lines, facilities and other interests which are reserved for the use of one or more but fewer than all Lot Owners, as shown on the Plan.

(m) “**Limited Common Expenses**” means the expenditures made by, or financial liabilities of, the Association with respect to any Limited Common Elements, together with any allocations to reserves, including but not limited to the expense of owning and/or maintaining the Limited Common Elements and any applicable taxes attributable thereto, as shown on the Plan.

(n) “**Lot**” means each Single-Family Lot. It is anticipated that there will be twenty (20) Lots in the Plan.

(o) **“Lot Owner”** means the Person or Persons or other legal entity or entities, including the Declarant and any Lot Owner, holding fee simple title to a Unit.

(p) **“Member”** means all those Lot Owners who are members of the Association as provided in Section 5.1.

(q) **“Period of Declarant Control”** means the period commencing on the date of the first conveyance of a Lot to a Person other than the Declarant and ending no later than the date on which the events set forth in Section 9.1 occur.

(r) **“Person”** means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(s) **“Planned Community”** means the Regents Park subject to this Declaration.

(t) **“Plan(s)”** means the Plan known as “Regents Park Residential Land Development” as recorded in the Washington County, Pennsylvania Recorder of Deeds Office on August 10, 2020, at Instrument Number 202018797. The same may be amended from time to time.

(u) **“Property”** means the real estate described in **Exhibit “A”** attached hereto, together with such Additional Property shown on **Exhibit “B”** as is made subject to the terms of this Declaration in accordance with Section 13.6.

(v) **“Supplemental Declaration”**: An instrument which may be recorded pursuant to Section 13.6, which subjects Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

(w) **“Township”** means The Township of Peters, Washington County, Pennsylvania.

### ARTICLE III

#### MAINTENANCE RESPONSIBILITIES

Section 3.1. Association’s Responsibility. Except as expressly set forth herein to the contrary, the Association shall have the obligation to maintain, repair or replace as and when in the sole judgment of the Board is required, any and all structures, facilities, wetlands, lawns, trees, shrubs, landscaping, and land comprising the Common Elements. The costs of such maintenance, repair or replacement will be assessed as a Common Expense. Any maintenance, replacement, or repair of the Common Elements arising out of or caused by the willful or negligent act or omission of a Lot Owner, or such Lot Owner’s family, guests, invitees, or tenants shall be done at such Lot Owner’s expense or a Special Assessment for the same will be made against such Lot Owner.

Section 3.2. Lot Owner's Responsibility. Each Lot Owner shall maintain his or her Lot and all structures, landscaping, parking areas, sidewalks, and other Improvements within the boundaries of the Lot. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and maintenance, as necessary. If any Lot Owner fails properly to perform his or her maintenance responsibility, upon notice given, (except in the event of emergency) the Association shall have the right, but not the obligation, to enter the Lot or upon any structure on the Lot and perform such maintenance at the expense of the Lot Owner(s), and any such entry shall not be deemed a trespass. Any expense incurred by the Association in connection therewith shall be enforceable by the Association as an assessment and shall be a lien on the Lot in accordance with Article VI. Notwithstanding the foregoing, the Association shall have no responsibility for the maintenance or repair of any Lot.

Section 3.3 For the convince of Lot Owners and to ensure a uniform appearance, the Association shall perform and provide the following services to the Lot Owners:

- a. Mowing of lawns;
- b. Annual mulching of landscaped beds;
- c. Snow removal from driveways and walkways (to front porch);
- d. Annual window cleaning; and
- e. Lawn fertilizing

The Board of Directors of the Association shall have the full power and authority to amend and modify the services provided for in this Section 3.3, which will result in modification to the monthly fee assessment paid by the Lot Owners.

Section 3.4. Limitation of Liability. Notwithstanding anything to the contrary contained herein, the Association and/or a Lot Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 3.5 Lot Owner Liability. Notwithstanding the foregoing, if any repair and/or replacement of any Common Element is required due to the action of any Lot Owner, such Lot Owner will be assessed all of the costs incurred by the Association in performing such repair and/or replacement. Upon written request, the Association shall furnish to any Lot Owner a certificate in writing signed by an Association officer setting forth whether any Assessments due have been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

## ARTICLE IV

### EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 5216, 5217, and 5218 of the Act, the following easements are hereby created by this Declaration:

Section 4.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, management offices, and sales offices on the Property in Lots or in the Common Elements and to relocate such models, management offices, and sales offices from time to time within the Property. The models, management offices, and sales offices shall be subject to the following requirements:

(a) The number and use of any Lot owned by Declarant is subject to the Declarant's discretion. Models may also be used as sales, management, and construction offices;

(b) Declarant shall have the right to place models, management offices, sales offices, and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;

(c) Declarant may from time to time relocate models, management offices, sales offices, and advertising signs to different locations within Lots or the Common Elements. Upon the relocation of a model, management office, or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Such activities by Declarant shall all be at Declarant's expense.

(d) The rights provided in this Section 4.2 shall terminate at such time as Declarant ceases to be a Lot Owner.

Section 4.3 Utility Easements. The Lots and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Property. The easements created in this Section 4.3 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer, stormwater and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots and Common Elements. No easements shall be granted without express written permission from the Declarant. Notwithstanding the foregoing provisions of this Section 4.3, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easement through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Lot by the Declarant, or so as not to materially interfere with the use or occupancy of the Lot by its occupants. Notwithstanding the foregoing, no Lot Owner may grant any type of easement.

Section 4.4 Maintenance Easements. The Association, shall be subject to the following easements:

(a) An easement over the Common Elements in favor of the Association, acting through its agents, employees and independent contractors for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements;

(b) An easement over the Common Elements in favor of each Lot Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits which are a part of or serve a Lot and which pass across or through a different Lot or the Common Elements;

(c) If and only to the extent required in the event of emergency, an easement over and through the Lots in favor of the Association acting through its agents, employees, and independent contractors, for correction of emergency conditions in one or more Lots or the Common Elements. The Association and its agents, employees, and independent contractors shall take reasonable steps to minimize any interference with a Lot Owner's use of his Lot resulting from the Association's exercise of any rights it may have pursuant to this Section 4.4(c).

Section 4.5 Easement for Access to Property. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Property, including the right to modify the location of improvements to the Common Facilities to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or re-grading of landscaped areas of the Common Facilities.

Section 4.6 Easement for Use of Common Elements.

(a) Grant of Easement to Lot Owner. Each Lot Owner and each person lawfully residing on the Property and/or any Lot, is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b)Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.

Section 4.7 Restrictions on Easements. All easements created herein are limited to benefit the Declarant and the Lot Owners. No Lot Owner may grant, any further utility easements to any Non-Lot owner in the Plan, without the express prior written consent of Declarant.

## ARTICLE V

### PROPERTY OWNERS ASSOCIATION

Section 5.1 Association. The Association has been established for the purpose of administering the Association . The responsibilities of the Association include, but are not limited to, the management, maintenance, operation and control of the Common Elements. The Board of Directors may adopt such reasonable rules regulating use of the Common Elements as it deems appropriate.

Section 5.2 Membership. Every Lot Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall be jointly and severally obligated to perform the Lot Owner's responsibilities. The membership rights of any Lot Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Lot Owner in a written instrument provided to the Secretary of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each and every Lot Owner, in accepting a deed or contract for any Lot agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules and Regulations of the Association.

Section 5.3. Succession. Upon the transfer of Declarant's control of the Association in accordance with Article 9, the Association shall succeed to the rights and position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "**Declarant**" herein shall then mean the "**Association**".

Section 5.4. Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend bylaws and rules and regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from Lot Owners and for Limited Common Expenses from Lot Owners to whom Limited Common Elements are allocated.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Association or the Property.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.

(g) To cause additional improvements to be made to the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Lot shall require the prior written approval of the affected Lot Owner.

(h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Lot shall require the prior written approval of the affected Lot Owner.

(i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Lot shall require the prior written approval of the affected Lot Owner.

(j) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the Bylaws and Rules and Regulations of the Association.

(k) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.

(l) To provide for the indemnification of its officers and Board of Directors and to maintain directors' and officers' liability insurance.

(m) To exercise any other powers conferred by the Act, this Declaration or the Bylaws of the Association.

(n) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.

(o) To exercise any other powers necessary and proper for the governance and operation of the Association.

Section 5.5. Board of Directors. Not later than the termination of any period of Declarant control in accordance with Article 9, the Lot Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom shall be Lot Owners. The Board of Directors shall elect the officers of the Association. The members of the Board of Directors and the officers shall take office upon election. The Board of Directors shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Board of Directors, but it may fill vacancies in its membership for the unexpired portion of any term. The Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 5.6. Bylaws. The Bylaws of the Association shall provide for all of the following:



(a) The number of members of the Board of Directors and the titles of the officers of the Association;

(b) Election by the Board of Directors of a president, treasurer, secretary and any other officers of the Association the Bylaws specify;

(c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Board of Directors and officers and filling vacancies;

(d) Which, if any, of its powers the Board of Directors or officers may delegate to other persons or to a managing agent;

(e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association; and

(f) The method of amending the Bylaws.

Subject to the provisions of this Declaration and the Act, the Bylaws may provide for any other matters that the Association deems necessary and appropriate.

Section 5.7 Powers of the Board of Directors to Enforce. The Board of Directors shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in this Declaration.

## ARTICLE VI

### **BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT**

Section 6.1. Budgets; Capital Expenditures. The Board of Directors shall adopt a budget for revenues, expenditures and reserves at least annually. It shall be the duty of the Board of Directors, at least sixty (60) days before the beginning of each fiscal year to prepare and deliver to all Lot Owners copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after such approval. The Lot Owners, by affirmative vote of Two-Thirds (2/3) of all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in the Bylaws of the Association, may reject any budget or capital expenditure approved by the Board of Directors within thirty (30) days after approval. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board of Directors fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6.2. Annual Assessments. All Common Expense assessments (including Limited Common Expense assessments) made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis and

shall be due and payable in advance on the first day of each year. The initial assessment amount shall be Two Hundred Dollars (\$200.00) monthly, and billed either monthly or quarterly, as so determined by the Declarant. The foregoing dues are based upon the Association providing the services listed as per Section 3.3. At the time that each Lot Owner purchases a Lot, such Lot Owner shall pay an initial Capitalization Fee of \$950.00, payable in full, contemporaneous with becoming a Lot Owner. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien on each Lot for any Common Expense assessments levied against that Lot or fines imposed against that Lot Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Section 5.4(j) 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 Lot Owner or enforcement of the provisions of this Declaration or the Bylaws, Rules or Regulations of the Association against a Lot Owner are enforceable as assessments under this Section 6.2. Notwithstanding the foregoing, assessments shall be paid in advance for a one year period, due and payable in advance at the settlement of any conveyance of any Lot by the Declarant to any ultimate user (i.e., not a Builder); provided, however, that no assessments shall be chargeable to any Builder during the initial two (2) year period following the date on which the Builder takes title to the Unit.

Section 6.3. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) without the prior approval of Two-Thirds (2/3) of the Lot Owners entitled to cast votes.

Section 6.4. Reserve. Each annual budget for assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

Section 6.5. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act (relating to resales of Lots). All financial and other records shall be made reasonably available for examination by any Lot Owner and authorized agents. Within 180 days after the close of its fiscal year, the Association shall prepare 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 Lot 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.

Section 6.6. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments according to each Lot Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 6.7. Surplus. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses as determined by Declarant, and the Board, shall be credited to each Lot Owner in proportion to the share of Common Expenses payable by each such Lot Owner. These credits shall be applied to the next quarterly assessments of Common Expenses due from each Lot Owner under the current fiscal year's budget, and thereafter, until exhausted.

Section 6.8. Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies set forth in this Declaration, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

Section 6.9. Allocation. All Common Expense assessments, special assessments and further assessments shall be pro-rated among the Lot Owners by dividing the amount of such assessments by the number of Lots in the Plan, without regard to the size of any individual Unit.

Section 6.10. Interest and Charges. All sums assessed by the Association against any Lot Owner that remain unpaid shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Any delinquent Lot Owner shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

Section 6.11. Independent Covenant. Each Lot Owner, by accepting a deed for any Lot within the development, is deemed to covenant and agree to pay all Assessments authorized in this Declaration. All Assessments, together with interest, late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the personal obligation of each Lot Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of

conveyance. The obligation to pay assessments is a separate and independent covenant on the part of each Lot Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

Section 6.12. Intentionally omitted.

Section 6.13. Implementation. The Association shall adopt in its By-Laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VI, and to otherwise provide for the efficient fiscal operation and management of the Association and Common Elements.

Section 6.14. Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon the Property or any part thereof. The sale or transfer of the Property or any part thereof pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Property from the obligation or liability for any assessments thereafter becoming due or from the lien on any such subsequent assessments.

Section 6.15 Capital Improvement Fee Upon Resale. In the event the Association has established a "capital improvement" fund, then in accordance with and subject to §5302(12) of the Act, upon the resale and transfer of a Lot by any owner other than Declarant, a contribution shall be made by the purchaser to the capital improvement fund of the Association in an amount equal to one-fourth (1/4<sup>th</sup>) of the annual Assessments for that Lot for that year as determined by the Board of Directors. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Lot and shall not be considered an advance payment of any portion thereof. Funds so collected and deposited in the Association's capital improvement fund, and shall be maintained by the Association in a separate capital account and may be expended only for new Common Elements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. The contribution to the capital improvement fund shall be collected at the closing on any resale of a Lot and shall constitute a lien against the Lot until collected and paid over to the Association.

Section 6.16 Capitalization Fee. The Board shall have the authority, on behalf of the Association, to establish and collect a Capitalization Fee in the amount of Nine Hundred and 00/100 Dollars (\$950.00) from a Lot Owner upon each transfer of title to a Lot, which fee shall be payable at the closing of the transfer and shall be secured by the Association's lien for assessments.

Section 6.17 Exempt Property. The following property shall be exempt from payment of assessments:

(a) Any Property dedicated to and accepted by any governmental authority or public utility; and

(b) Any Property, title to which has not been conveyed by Declarant to a non-Declarant purchaser of such Unit.

(c) Any Property, title to which has been conveyed by Declarant to a Builder for purposes of constructing a Lot for resale to a non-Declarant purchaser, provided, however, that such exemption shall be limited to a period of two (2) years following conveyance of title from Declarant to such Builder.

Section 6.18 Declarant Subsidy. During the period of Declarant's control of the Association, the Declarant may annually elect to pay the Association the difference between the amount of assessments collected on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least sixty (60) days prior to the start of such fiscal year and the Declarant shall pay on such basis during the year. A final election for each fiscal year shall be made within thirty (30) days after the close of such fiscal year and, in the event such election is changed, any excess payments made by the Declarant during the year may, at the discretion of the Declarant be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing within the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials or a combination of these.

Section 6.19 Resale of Lots. A resale certificate fee shall be paid to the Declarant (or, after transfer of Declarant control in accordance with Article IX, to the Association) in connection with all Lot sales (other than the initial sale of a Lot by Declarant or a home builder) for the administrative costs of issuance of resale certificates, as such fee may be established by the Declarant or the Association from time to time.

## ARTICLE VII

### INSURANCE

Section 7.1. Insurance to be Carried by the Association. The Association shall obtain no later than at the time of conveyance of the first Lot to a Lot Owner, and shall thereafter maintain, to the extent reasonably available, all of the following:

(a) Property insurance on the Common Elements, insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors 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. Certificates of

insurance evidencing such coverage and the additional insured status mentioned above shall be provided to the additional insured upon request.

If such insurance is not maintained by the Association, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Lot Owners.

Section 7.2. Other Insurance Carried by the Association. The Association may carry any other insurance the Board of Directors may deem appropriate to protect the Association.

Section 7.3. Policy Terms. Insurance policies carried under Section 7.1 shall provide all of the following:

(a) Each Lot Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Lot Owner or member of the Lot Owner's household.

(c) No act or omission by any Lot 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.

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

(e) The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Lot Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Lot Owner and each mortgagee or beneficiary under a deed of trust, to whom a certificate or memorandum of insurance has been issued.

Section 7.4. Proceeds From Property Insurance. Any loss covered by the property policy under Section 7.1(a) shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any 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 the Association shall hold any insurance proceeds in trust for Lot Owners and lienholders as their interests may appear. Subject to the provisions of Section 7.5, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Elements.

Section 7.5. Disposition of Insurance Proceeds. Any portion of the Common Elements which is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance or eighty percent (80%) of the Lot Owners vote not to rebuild. The cost of repair or replacement of those portions of the Common Elements in excess of insurance proceeds and reserves shall be a Common Expense.

Section 7.6. Lot Owner's Insurance. Each Lot Owner shall insure the Lot Owner's Lot and all permitted Buildings erected thereon. The Lot Owner shall cause the insurer to issue certificates or memoranda of insurance to the Association. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association. The Lot Owner shall promptly repair or replace any Buildings erected on the Lot Owner's Lot that is damaged or destroyed unless repair or replacement would be illegal under any state or local health or safety statute.

Section 7.7. Waiver of Subrogation. Each Lot Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Lot Owner, the Association, the Board of Directors and members thereof, the Declarant, and their respective employees and agents, for damage to the Common Elements, or to any personal property located in the Common Elements, caused by fire or other casualty or any act or omission of any such party, to the extent that such damages is covered by fire or other form of hazard insurance. If the act or omission of a Lot Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Lot Owner, shall cause damage to the Common Elements, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Lot Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors, to the extent such payment is not waived or released under the preceding sentence. Any release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Lot Owners and the Association, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

Section 7.8 Costs of Insurance. Premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal that the Board of Directors deems advisable to obtain in connection with any insurance shall be Common Expenses.

## ARTICLE VIII

### LIMITED LIABILITY AND INDEMNIFICATION

Section 8.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees, provided that they act in good faith, in a manner they reasonably believe to be in the best interests of the Association, and with care, including reasonable inquiry, skill and diligence as a person of ordinary prudence would use under similar circumstances:

(a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Lot Owner or person on the Property;

(b) Shall not be liable to the Lot Owners as a result of the performance of the Board of Directors' duties for any mistake of judgment, negligence or otherwise;

(c) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the duties of the Board of Directors;

(d) Shall not be liable to a Lot Owner, or such Lot Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements;

(e) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building or the Common Elements, or which might in any other way be assessed against or imputed to the members of the Board of Directors as a result of or by virtue of their performance of their duties.

In performing any duties, the Board of Directors, and its members in their capacity as members, officers and employees, 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 (1) one or more other officers or employees of the Association whom the officer or member of the Board of Directors 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 member of the Board of Directors reasonably believes to be within the professional or expert competence of that person, or (3) a committee of the Board of directors upon which the officer or member of the Board of Directors does not serve, designated in accordance with law, as to matters within its designated authority, which committee the officer or member of the Board of Directors reasonably believes to merit confidence.

Section 8.2. Indemnification Against 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 complete action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board of Directors or the Association) by reason of the fact that he is or was the Declarant (except to the extent otherwise provided by §5311 of the Act) or a member of the Board of Directors, or an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless such person is found not to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person acted in bad faith or a reckless or grossly negligent manner or that the person did not act in a manner which he reasonably believed to be in or not opposed to the



best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.3. Indemnification Against Association Action. The Association shall indemnify the Declarant (except to the extent otherwise provided by §5311 of the Act) or 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, by or in the right of the Board of Directors or the Association, by reason of the fact that he is or was a member of the Board of Directors, an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 8.4. Determination. To the extent that the Declarant, a member of the Board of Directors, or an officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 8.2 or 8.3 hereof, or in defense of any claim, issue, or matter therein in which he was not indemnified, then he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnifications under Sections 8.2 or 8.3 hereof shall be made by the Association only upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 8.2 or 8.3 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel (not the Association's legal counsel) in a written opinion, or (iii) by the Lot Owners at any meeting duly called for such purpose.

Section 8.5. Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount or amounts unless it is ultimately determined that he is not entitled to be indemnified by the Association as authorized by this Article.

Section 8.6. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, bylaws, agreements, vote of disinterested Lot Owners or members of the Board of Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The

indemnification authorized by this Article shall apply to all present and future members of the Board of Directors, officers, employees, and agents of the Association, and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer, employee or agent, shall inure to the benefit of the heirs and personal representatives of all such persons, and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 8.7. Insurance. The Association shall purchase and maintain insurance on behalf of the Declarant and any person who was or is a member of the Board of Directors, an officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified.

Section 8.8. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

**ARTICLE IX**

**DECLARANT'S RIGHTS**

Section 9.1. Control. The affairs of the Association shall be conducted the Board of Directors. The Declarant reserves the right to appoint the Board of Directors during the Period of Declarant Control in accordance with Section 5303 of the Act. The members of the initial Declarant-controlled Board of Directors will be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Board will be replaced with Lot Owners in accordance with the provisions of paragraphs (a), (b) and (c) of this Section 9.1 of Article IX and the Bylaws.

(a) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots to Lot Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Lot Owners other than the Declarant.

(b) Not later than sixty (60) days after conveyance of fifty percent (50%) of Lots to Lots Owners other than the Declarant, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by the Lots Owners other than the Declarant.

(c) No later than the earlier of (i) seven (7) years after the date of the first conveyance of a Lots to a purchaser other than the Declarant, or (ii) sixty (60) days after conveyance of seventy-five percent (75%) of Lots to Lots Owners other than the Declarant, all members of the Board of Directors who have been appointed by the Declarant shall resign or shall be removed, and the Lots Owners shall elect a new Board of Directors. Thereafter, the terms of the office of the Board of Directors members will be two (2) years.

Section 9.2. Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 9.1(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed for a consideration of One Dollar (\$1.00), free and clear of all liens and taxes. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by the Plans or the Township of The Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder. Prior to transfer of Declarant's control of the Association, Declarant shall cause the Association to maintain the Common Elements in good condition and repair and to obtain and maintain insurance for the Common Elements in accordance with this Declaration.

Section 9.3. Approval of Improvements by Declarant. All Improvements constructed on Lots within the development after the date such Property is made subject to this Declaration shall be designed and built in accordance with plans and specifications as previously approved in writing by Declarant or its designee in its sole discretion. All such Improvements shall also meet all applicable Township or other governing ordinances, laws, regulations or rules of any governmental or any similar body and shall comply with all Rules and Regulations adopted by the Declarant and/or the Association.

## ARTICLE X

### INTENTIONALLY DELETED

## ARTICLE XI

### ALLOCATION OF PERCENTAGE INTERESTS; VOTING RIGHTS

Section 11.1 Percentage Interests. Each Lot will have the respective Percentage Interest calculated by dividing one (1) Lot owned by a Lot Owner, by all of the Lots in the Plan. Each Lot will bear a share of the Common Expenses equal to its Percentage Interest.

Section 11.2 Allocation of Lot Owner's Voting Rights. Each Lot Owner will have one vote in the Association. There will be no cumulative voting.

## ARTICLE XII

### RESTRICTIONS ON USE; REQUIRED IMPROVEMENTS; OVERSIGHT; LEASES OF LOTS

Section 12.1 Uses. The Lots in the Plan (except any Lot owned by the Declarant or the Association and used by either of them as a manager's office, sales office, model or storage facility) are restricted to residential use and may not be used for any other purposes. However, residential use shall include uses that are customarily accessory to the residential use, provided that any such use conforms to the requirements of this Declaration and the applicable zoning regulations of The Township, as they may be amended from time to time, including, without limitation, the use of the Lot as a home office.

Section 12.2 Restrictions. The following restrictions apply to all Property in the Plan:

#### A. GENERAL RULES

(a) No Lot Owner may obstruct the Common Facilities in any way. No Lot Owner may store or leave anything in or on the Common Facilities without the prior written consent of the Declarant and, following the period of Declarant Control, the Board. The Common Facilities may be used only for the benefit or enjoyment of all Lot Owners and all occupants, agents, licensees and invitees of the Lots.

(b) Without limiting the previous provisions of this Section 12.2, no Lot Owner may carry on any practice or permit any practice to be carried on that unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. Each Lot shall be maintained in a clean and sanitary condition. No Lot Owner may place any garbage, trash, or rubbish anywhere on the Property other than in the Lot Owner's Unit.

(c) Notwithstanding anything herein to the contrary, no structure or thing shall be placed, erected, or installed upon any Lot after the date it is made subject to this Declaration, and no Improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing Improvements, or planting or removal of landscaping) shall take place on any property within the Plan; after the date it is made subject to this Declaration, except in compliance with this Declaration, as the same may be amended from time to time. Subject to the foregoing:

#### B. ESTHETIC RULES

1. Basketball hoops, swing sets and similar sports and play equipment shall be permitted upon a Lot, provided, however, that a basketball hoop may only be located on a driveway or in the rear or side yard of the Lot and swing and/or play sets may only be located in the rear of the Lot, behind the rear building line. The location of swing and/or play sets shall be subject to any setback requirements of the The Township Zoning Ordinance. Subject to the foregoing, however, a swing and/or play set may be located in the side yard of any Lot which is a corner lot;

2. No fence on any Lot may extend beyond the front of any dwelling. No fences may extend beyond the side building setback line for any Lots adjoining any side streets. All fence materials and types and colors of fences must be approved in writing by Declarant before the installation of any fence. No Lot Owner may install privacy, wood, plastic, vinyl, PVC, chain link or other fences comprised of any material other than painted aluminum or wrought iron on any Lot. Notwithstanding the foregoing, a privacy fence may be installed after written approval thereof by the Declarant or the Board; provided that such privacy fence is intended to provide privacy for a deck or patio area and the design of such privacy fence is in character with the architectural design of the Improvements located on such Lot;

3. No detached structure, including without limitation, detached In-law Suite, Pool Cabanas or carriage house, which is accessory to the residential dwelling located upon any Lot, shall be constructed on any Lot only, absent written approval by the Declarant or the Board. Any such detached structure to be constructed as accessory to the residential dwelling shall be approved by The Township prior to construction thereof. The exterior of any such approved structure shall be built using materials similar to those used in the construction of the single family detached structure located on such Lot.

4. Reasonable front door and patio decorations are permitted providing they do not detract from the general appearance of the Property. Holiday decorations must be removed within a reasonable time after the holiday.

5. No clotheslines or drying yards shall be permitted.

6. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Lot except "For Rent" or "For Sale" signs, referring only to the Lot on which displayed, not to exceed six (6) square feet in size, and one sign to a Lot. No sign of any character shall be erected, placed, permitted, maintained or displayed in any Common Elements other than identification signs for the planned community, and any sign placed in violation thereof may be removed by the Declarant or any Lot Owner. All signs shall comply with applicable codes & regulations of the Township.

7. Driveways, sidewalks, patios and stoops shall be kept free of trash, trashcans and debris. Driveways shall be concrete only construction with a wear surface.

8. Sports courts must be located behind the rear building line of the dwelling and are not permitted to be located in the side yard of the dwelling.

9. No permanent tent or carport shall be used, constructed or erected upon any Lots.

10. Except as expressly permitted herein, satellite dishes, antennae and other similar devices for the transmission of television, radio, satellite, or other signals of any kind are prohibited.

11. Satellite dishes and other similar devices designed to receive television broadcast signals (“Permitted Devices”) shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Lots, streets and Common Elements.

12. No storage shed shall be constructed upon any Lot without the prior written approval of the Declarant or the Board. Any storage shed shall be placed only in the rear yard of the Lot and the same shall be constructed of materials similar to that used in the construction of the single family detached structure located on the Lot. In no event shall any metal shed be approved or constructed upon any Lot.

13. No barns or animal pens of any kind may be placed upon any Lot.

14. Structures, equipment or other items on the exterior portions of a Lot which have become dilapidated or otherwise fallen into disrepair shall be immediately repaired by the Lot Owner upon receipt of written notice thereof from Declarant or the Association.

15. The logging or felling of healthy, live trees located on the Common Elements or on any Lot is specifically prohibited.

16. No healthy trees may be removed in order to access and remove dead, diseased or threatening trees, unless the same are replaced with trees of similar species, height and diameter.

17. No above-ground swimming pool shall be permitted on any Lot.

18. In-ground pools shall be permitted only in the rear yard of a Lot; with the location of the same to be minimally visible from the front of any Lot; provided, however, that any Lot Owner of a corner Lot may request a variance from this requirement for purposes of locating an in-ground pool within a side yard. Subject to the requirements of this Declaration, a pool house shall be permitted upon a Lot on which an in-ground pool has been constructed, provided, however that such pool house shall require the prior written approval of Declarant or the Board and shall be constructed of materials similar to that used in the construction of the single family detached structure located on the Lot.

19. No commercial vehicles, construction, or like equipment or mobile trailers, stationary trailers, boats, boat trailers, recreational vehicles, motor homes, campers or motorcycles of any kind shall be stored or parked on any Lot in the Property or on the Common Elements except while parked in a garage completely enclosed, nor parked on any residential street in the Plan except while engaged in transporting to or from a residence in the Plan. Overnight parking of any type of vehicle shall not be permitted on any street, drive or entranceway located on the Property.

20. Each Lot Owner shall keep his Lot in a good state of preservation and cleanliness.

### **C. GARBAGE REGULATIONS**

1. Garbage may not be placed at the curb until after 6:00 p.m. on the day prior to pick up.

2. Receptacles must be removed from the curbside on the day of the pick up.

3. Trash pick up will be on the day specified by The Township.

**D. USE RESTRICTIONS**

1. Lots shall be used for single family detached residential purposes or such other uses permitted by the Declaration and for no other purposes.
2. No business, industry, trade or occupation, excepting only limited professional activities as permitted by the Township and approved by the Declarant or the Board, shall be conducted, maintained or permitted on any part of the property.
3. No animals of any kind may be raised, bred, or kept in the Plan except household pets in reasonable numbers for the pleasure and use of the occupants. See Section G below for specific pet rules and regulations.
4. No Lot Owner or occupier shall permit anything to be done or kept in a Lot or in the Common Elements or Limited Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

**E. LEASING**

A Lot Owner may lease or sublease his Lot (but not less than the entire Lot) at any time provided that:

1. No Lot may be leased or subleased for transient or hotel purposes.
2. The minimum term of such lease or sublease shall be one (1) year.
3. The Board must approve the form of lease or sublease.
4. A copy of such lease or sublease shall be furnished to the Declarant or the Board within five (5) days after execution of the lease.
5. A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
6. Lessors are fully responsible for their tenant's adherence to the Declaration, Bylaws, any Rules and Regulations and the Act.

**F. REGULATION OF TRAFFIC AND PARKING**

1. Only licensed motorized vehicles are allowed in driveways and streets. Parking of automobiles in streets shall only be permitted for Lot Owners and visitors of Lot Owners.
2. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets; no auto shall be stored under protective covering during the winter months in the driveways or streets.
3. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles may be towed at the discretion of Declarant or the Board

4. All vehicles must be operated at a reasonable speed and in a safe manner.
5. All vehicle audio systems must be operated at a reasonable volume level.
6. No vehicle belonging to a Lot Owner or guest of a Lot Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Property, or impede or prevent access to any driveway on the Property.
7. All persons operating a vehicle must do so in accordance with all Pennsylvania and Township traffic laws.
8. No skateboards, All Terrain Vehicles or any other vehicles deemed to be unsafe or dangerous by the Declarant may be operated on the Property.

**G. PETS**

1. Subject to the restriction of types of pets, weight and number set forth in Paragraph 2 below, pets may be maintained on a Lot so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets.
2. No pets may be maintained outside the Lot.
3. All pets must be licensed, registered and inoculated as required by law.
4. Each Lot Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
5. Pets must be leashed and accompanied by a responsible adult at all times.
6. Lot Owners must comply with all ordinances of the Township governing pets.
7. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
8. Lot Owners must promptly clean up their pets' droppings.
9. No animals maintained or harbored on a Lot may be kept for commercial or breeding purposes.
10. No animal will be permitted outside the Lot except on a leash or in a cage.
11. The Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner.
12. No dangerous breeds of animals, known or used as "fighting" animals such as Rottweilers, Pit-bulls, or Dobermans shall be permitted at any time.

**H. BUILDING STANDARDS**



1. Any ranch or single-story house shall have a minimum of 1300 square feet. Any one-and-one-half (1 ½) or two (2) story house shall have a minimum of 1500 square feet.
2. The exteriors may be covered with not less than premium vinyl siding. Stone, brick, or hardy plank is permitted and encouraged. All exterior materials, surfaces, colors and/or finishes are subject to approval of Declarant.
3. Any exposed foundation must be covered with brick or stone veneer, as exposed concrete block is expressly prohibited.
4. Lamp posts are not required but are encouraged.
5. All driveways must be concrete.
6. All windows must have a form of a decorative grid/mullion and be expressly approved by Declarant
7. All single family homes must have a covered front entry porch of least five (5) feet deep, measured from edge of porch to front door.

**I. OIL & GAS SEVERANCE**

1. Effective upon the recording of this Declaration, all oil, gas and/or mineral rights are hereby severed from all real property in the Plan, described in Exhibit A and are hereby reserved unto Declarant and its successors and/or assigns. Notwithstanding, said severance, no surface operations for the production of oil, gas and/or minerals shall be permitted on any real property subject to the Plan.

**J. DECLARANT APPROVAL**

1. Each Lot Owner, by accepting a deed or other instrument conveying any interest in any portion of the Plan, acknowledges that as the Declarant and as an Owner of portions of the Plan, Declarant has a substantial interest in ensuring that the Improvements within the Plan enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Lot Owner agrees that no construction of any Improvement upon any Lot ("Work") shall be commenced on such Lot Owner's Lot unless and until the Lot Owner has obtained from Declarant approvals for all Work. No Review Committee is established under these Declarations.

**ARTICLE XIII**

**MISCELLANEOUS**

Section 13.1. Amendments. Prior to the transfer of Declarant Control pursuant to Section 9.1, Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Property and is undertaken with all required approvals of The Township. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant Control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Lot Owners. To be effective, any amendment must be recorded in the public records of Washington County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Section 13.2. Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each Lot Owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and servitudes jointly, separately, and severally.

Section 13.3. Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions, including without limitation, the provisions of Article XII, the Declarant or any person claiming by, through, or under the Declarant, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Lot Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the breaching Lot Owner, and the Declarant or Lot Owner enforcing same shall have a lien upon such Lot or Lots to secure payment of all such accounts.

(b) Should any Lot Owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Lot Owner in whose favor said lien has arisen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of ten (10%) percent per annum or the maximum allowed by law, whichever is less, and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for

value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or owner thereof whose title thereto or whose grantor's title is or was acquired by foreclosure or deed in lieu of foreclosure.

(d) No delay or omission on the part of the Declarant or a Lot Owner in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 13.4. Severability. Each and every one of the covenants, conditions, reservations, and restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such covenants, conditions, reservations, or restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 13.5. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

Section 13.6. Expansion of Property by Declarant.

(a) Declarant hereby explicitly reserves an option to create Lots, Common Elements or both and to add, convert or withdraw the Additional Real Estate to the Planned Community from time to time in compliance with section 5211 of the Act, without the consent of any other Lot Owner. This option to expand, convert or withdraw may be terminated only upon the filing by Declarant of an amendment to this Declaration, hereby revoking or waiving such right. Declarant expressly reserves the right to add, convert or withdraw any or all 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. There are no other limitations on this option to add Additional Real Estate to the Planned Community. Notwithstanding the foregoing, however, Declarant has no obligation to add the Additional Real Estate as described on **Exhibit "B"**, if any.

(b) Declarant makes no assurances as to location of Lots or other improvements on the Additional Real Estate. Declarant makes no assurances that any Lots to be constructed on the Additional Real Estate shall be compatible in quality, size, materials, and architectural style with the other Lots on the Property. Declarant expressly reserves the right to

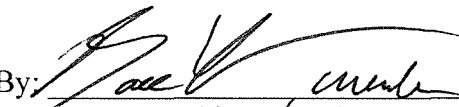
designate Common Elements in the Additional Real Estate. Declarant makes no assurances as to type, size, or maximum number of such Common Elements or proportion of Common Elements to Lots. All restrictions in this Declaration affecting use, occupancy, and alienation of Lots shall apply to Lots created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any Lots and operate the same without restriction, except as set forth above.

Section 13.7. Effect of Filing Supplemental Declaration. A Supplemental Declaration shall be effective upon recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any Additional Property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Section 13.8. Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed to these presents on the day and year first above written.

**Benjamin Marcus Homes, L.L.C.,**  
a Pennsylvania limited liability company

By:   
Barrett Hoskins, Member



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL those certain lots or parcels of ground, situate in Peters Township, Washington County, Commonwealth of Pennsylvania, being all of the real property (including lots and common areas, open spaces, streets and all other real property) set forth in the Regents Park Residential Land Development Plan, recorded August 10, 2020, in the Washington County Recorder of Deeds Office, at Instrument Number 202018797.

A summary of the foregoing Lots in the Plan and corresponding Tax Parcels is as follows:

540-005-00-00-0012-00	Original
540-005-00-00-0012-03	Original
540-005-32-00-0001-00	Original
540-005-32-00-0001-01	Area A
540-005-36-00-0001-00	Lot 701
540-005-36-00-0002-00	Lot 702
540-005-36-00-0003-00	Lot 703
540-005-36-00-0004-00	Lot 704
540-005-36-00-0005-00	Lot 705
540-005-36-00-0006-00	Lot 706
540-005-36-00-0007-00	Lot 707
540-005-36-00-0008-00	Lot 708
540-005-36-00-0009-00	Lot 709
540-005-36-00-0010-00	Lot 710
540-005-36-00-0011-00	Lot 711
540-005-36-00-0012-00	Lot 712
540-005-36-00-0013-00	Lot 713
540-005-36-00-0014-00	Lot 714
540-005-36-00-0015-00	Lot 715
540-005-36-00-0016-00	Lot 716

540-005-36-00-0017-00	Lot 717
540-005-36-00-0018-00	Lot 718
540-005-36-00-0019-00	Lot 719
540-005-36-00-0020-00	Lot 720
540-005-36-00-0021-00	Open Space 721
540-005-36-00-0022-00	Open Space 722
540-005-36-00-0023-00	Swim Parcel 23
540-005-36-00-0024-00	Area B
540-005-36-00-0025-00	Baron's Court R/W

**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY**

NONE

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
202112665

RECORDED ON

Apr 27, 2021

1:20:58 PM

Total Pages: 32

RECORDING FEES \$105.00

TOTAL PAID \$105.00

INV: 796407 USER: PM



RECORDER OF DEEDS  
WASHINGTON COUNTY, PA

INVOICE # 796407  
0402-RECEIPT PM

-- CHARGES --

#001 PROTECTIVE COVENANTS AND RESTRICTIONS \$105.00

Instrument Number - 202112665  
Recorded on - Apr 27, 2021 1:20:58 PM  
Total Pages: 32  
Muni - PETERS TOWNSHIP  
Direct - BENJAMIN MARCUS HOMES LLC  
Indirect - BENJAMIN MARCUS HOMES LLC  
PARCEL IDENTIFICATION NUMBER  
540-005-00-00-001200  
540-005-00-00-001203  
540-005-32-00-000100

Fee Detail:  
RECORDING FEE \$11.50  
IMPROVEMENT FEE - COUNTY \$2.00  
IMPROVEMENT FEE - RECORDER \$3.00  
MARGINAL NOTATIONS FEE \$2.00  
ADDITIONAL PARCEL FEE \$20.00  
PARCELS FEE \$10.00  
PER PAGE FEE \$56.00  
STATE WRIT TAX FEE \$0.50

TOTAL CHARGES \$105.00

BEG CHARGE BALANCE \$0.00  
BEG DEBIT BALANCE \$1,733.50

-- PAYMENTS --

CHECK: 15112 \$83.00  
A/R DEPOSIT APPLIED \$22.00

TOTAL PAYMENTS \$105.00

AMOUNT DUE \$105.00  
PAYMENT ON INVOICE (\$105.00)  
BALANCE DUE \$0.00

NEW CHARGE BALANCE \$0.00  
NEW DEBIT BALANCE \$1,711.50

Receipt By: O/M  
Customer ID: BSA  
BANKERS SETTLEMENT & ABSTRACT INC  
Attn: SHEILA  
ACCT NUMBER: BSA

THANK YOU  
DEBORAH BARDELLA  
RECORDER OF DEEDS  
COUNTY # 63  
04/27/2021 1:20:52 PM