



Allegheny County
 Jerry Tyskiewicz
 Department of Real Estate
 Pittsburgh, PA 15219

Instrument Number: 2017-8294

BK-DE VL-16740 PG-175

Recorded On: March 28, 2017

As-Deed Agreement

Parties: TRADITIONS AMERICA AT SUMMER SEAT

To TRADITIONS AMERICA AT SUMMER SEAT

of Pages: 65

Comment: DECLARATION

***** THIS IS NOT A BILL *****

Deed Agreement 162.00
 0
 0
 Total: 162.00

Realty Transfer Stamp

Department of Real Estate Stamp

<p>Affidavit Attached-No NOT A DEED OF TRANSFER EXEMPT Value 0.00</p>	<p>Certified On/By-> 03-28-2017 / S B CONDO DECLARATION</p>
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I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

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Record and Return To:

Document Number: 2017-8294
 Receipt Number: 3223200
 Recorded Date/Time: March 28, 2017 12:35:15P
 Book-Vol/Pg: BK-DE VL-16740 PG-175
 User / Station: A Matthews - Cash Super 12

STEVE CARUSO
 TRADITIONS OF AMERICA
 201 KING OF PRUSSIA RD STE 370
 RADNOR PA 19087



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

DECLARATION
OF
TRADITIONS OF AMERICA AT SUMMER SEAT, A PLANNED COMMUNITY

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

MAIL TO:
STEVE CUSANO
TRADITIONS OF AMERICA
201 KING OF PRUSSIA RD., STE 370
RADNOR, PA 19087

DECLARATION
OF
TRADITIONS OF AMERICA AT SUMMER SEAT, A PLANNED COMMUNITY

Page

TABLE OF CONTENTS

ARTICLE I
SUBMISSION

1.1	Declarant; Name; County; Property	1
1.2	Easements and Licenses	1
1.3	Flexibility of Community; No Master Association	1

ARTICLE II
DEFINITIONS

2.1	Terms Defined or Used in the Act	1
2.2	More Specific Meanings	2
2.3	Non-Statutory Terms Defined	3

ARTICLE III
UNITS; BOUNDARIES; HOMES; CERTAIN
MAINTENANCE RESPONSIBILITIES

3.1	Plats and Plans; Units/Common Elements	5
3.2	Unit Boundaries	5
3.3	Maintenance Responsibilities	6
3.4	Alterations of Units	7

ARTICLE IV
ALLOCATION OF VOTES; COMMON EXPENSE LIABILITY

4.1	Vote; Common Expense Liability	7
-----	--------------------------------------	---

ARTICLE V
DESCRIPTION, ALLOCATION AND RESTRICTION
OF COMMON ELEMENTS; TITLE TO COMMON FACILITIES

5.1	Common Facilities	8
5.2	Use of Common Elements	8
5.3	Limited Common Elements	8
5.4	Title to the Common Facilities	9
5.5	Title to the Property	9

ARTICLE VI
EASEMENTS; RIGHTS OF DECLARANT;
RIGHTS OF ASSOCIATION

6.1	Additional Easements	9
6.2	Rights of the Association	12
6.3	Access Easement Requirements	13

ARTICLE VII
AMENDMENT OF DECLARATION; BYLAWS

7.1	Amendment Generally	13
-----	---------------------------	----

7.2	Rights of Certain Permitted Mortgagees	13
7.3	Corrective Amendments	13
7.4	Rights of Declarant	14

ARTICLE VIII
USE RESTRICTIONS

8.1	Use and Occupancy of Units and Common Elements	14
-----	--	----

ARTICLE IX
OCCUPANCY RESTRICTIONS

9.1	General	15
9.2	Restrictions on Occupancy	16
9.3	Change in Occupancy; Notification.....	16
9.4	Monitoring Compliance; Appointment of Attorney-in-Fact.....	16

ARTICLE X
MORTGAGES

10.1	Restrictions	17
10.2	Conditions Precedent to the Granting or Permitted Mortgages	18
10.3	Reports and Other Notices	18
10.4	Books and Records	19

ARTICLE XI
REAL ESTATE TAXES

11.1	Real Estate Taxes.....	19
------	------------------------	----

ARTICLE XII
POWERS OF THE EXECUTIVE BOARD

12.1	Additional Powers	19
------	-------------------------	----

ARTICLE XIII
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

13.1	Fiscal Year.....	20
13.2	Preparation and Approval of Budget.	20
13.3	Assessment and Payment of Common Expenses.....	21
13.4	Subordination of Certain Charges.....	21
13.5	Reserves.....	22
13.6	Further Assessments	22
13.7	Capital Expenditure Limitation	22
13.8	Effect of Failure to Prepare or Adopt Budget.....	22
13.9	Accounts; Audits	22
13.10	Rejection of Budget or Capital Expenditure	22
13.11	Payment of Common Expenses	23
13.12	Collection of Assessments.....	23
13.13	Statement of Common Expenses	24
13.14	Surplus	24
13.15	Accounting	24
13.16	Acceleration.....	24
13.17	Collection Charges	24
13.18	Confession of Judgment	24

ARTICLE XIV
SALE AND LEASING OF UNITS

14.1	Leasing Restrictions.	24
14.2	Violations by Lessees.	25
14.3	Lease and Contract Provisions.....	25

14.4	Transfer Assessment Upon Re-sales.....	25
------	--	----

ARTICLE XV
INSURANCE; RELEASES; RESTORATION

15.1	General Provisions.....	25
15.2	Appointment of Agent for Insurance Matters.....	28
15.3	Powers; Procedures.....	28
15.4	Release of Insured Risks.....	28
15.5	No Liability for Failure to Purchase.....	28
15.6	No Separate Insurance.....	28
15.7	Periodic Review.....	28
15.8	Insurance Trustee.....	29
15.9	Unit Owner Insurance.....	29
15.10	Unit Owner Liability.....	29
15.11	Damage or Destruction; Restoration.....	30
15.12	Insurance Expenses.....	32
15.13	Disbursements of Construction Funds.....	32

ARTICLE XVI
LIMITATION OF LIABILITY

16.1	Fiduciary Duty.....	33
16.2	Good Faith Reliance.....	33
16.3	Limited Liability.....	34

ARTICLE XVII
RIGHTS OF DECLARANT AND TOWNSHIP

17.1	Control.....	34
17.2	Provisions Benefiting the Township.....	35
17.3	Declarant's Protective Provisions.....	35
17.4	Declarant's Marketing Rights.....	36

ARTICLE XVIII
TIME SHARES

18.1	Limitation.....	36
------	-----------------	----

ARTICLE XIX
ARBITRATION

19.1	Disputes.....	36
19.2	Right to Arbitrate.....	37
19.3	Arbitrator Qualifications.....	38
19.4	Applicable Rules.....	38
19.5	Fees and Costs.....	38
19.6	Relief.....	38
19.7	Summary Determination.....	38

ARTICLE XX
SERIOUS RISKS

20.1	Background and Reasons.....	38
20.2	Serious Risks.....	39
20.3	Enforcement Prior to Eviction.....	40
20.4	Eviction Procedures.....	41

ARTICLE XXI
CONVERTIBLE REAL ESTATE

21.1	Reservation.....	42
21.2	Assurances.....	42

ARTICLE XXII
ARCHITECTURAL REVIEW AND APPROVAL

22.1 Architectural Review and Approval 42

ARTICLE XXIII
SPECIAL ENFORCEMENT PROVISIONS

23.1 Harassment and Other Abusive Behavior 43
23.2 Conduct at Meetings 43
23.3 Suspension of Rights 43

ARTICLE XXIV
MISCELLANEOUS

EXHIBITS:

EXHIBIT	A:	SUBMITTED REAL ESTATE
EXHIBIT	B:	SCHEDULE OF UNITS AND COMMON EXPENSE LIABILITY
EXHIBIT	C:	EASEMENTS AND LICENSES
EXHIBIT	D:	CONVERTIBLE REAL ESTATE
EXHIBIT	E:	PLATS AND PLANS

DECLARATION
OF
TRADITIONS OF AMERICA AT SUMMER SEAT, A PLANNED COMMUNITY

Roosevelt Road
Ohio Township
Allegheny County
Commonwealth of Pennsylvania

THIS DECLARATION is made this 21st day of March, 2017 by TOA Summer Seat, L.P., a Pennsylvania limited partnership (the "**Declarant**"), as the owner in fee simple of the Real Estate herein described.

WITNESSETH:

ARTICLE I

SUBMISSION

1.1 Declarant; Name; County; Property. TOA Summer Seat, L.P., a Pennsylvania limited partnership, the owner in fee simple of the real property described in Exhibit "A" attached hereto, located in Ohio Township, County of Allegheny and Commonwealth of Pennsylvania, (the "**Real Estate**") hereby submits the Real Estate, together with the buildings and improvements thereon erected or to be erected and the easements, rights and appurtenances thereunto belonging (collectively, the "**Property**") to the provisions of 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**"), and hereby creates with respect to the Property a planned community, to be known as "Traditions of America at Summer Seat, a Planned Community" (the "**Community**"). The Property is and shall be held, transferred, sold, conveyed and occupied hereinafter, subject to the covenants, conditions, restrictions, easements, limitations, charges, rights, duties, assessments and liens provided for under the Act and this Declaration, with the intention that all of the provisions of this Declaration are to create mutual equitable servitudes upon each of the Units (as defined herein) concerning the use and occupancy of the Units and the maintenance of the Common Elements (as defined herein) in favor of each and all other Units, and to create reciprocal rights among the respective Owners of all said Units. All of the provisions of this Declaration shall, as to each Unit Owner (as defined herein), their heirs, successors, assigns and legal representatives, operate as covenants running with the land for the benefit of each and all other of the respective Unit Owners. Subject to Article XXI, the Community shall initially consist of those Units set forth on Exhibit "B" attached hereto and made a part hereof, as may be amended.

1.2 Easements and Licenses. Including among the easements, rights and appurtenances referred to in Section 1.1 above are certain recorded easements and licenses hereinafter referred to, and the Real Estate is hereby submitted to the Act together with and subject to the matters listed on Exhibit "C" attached hereto and made a part hereof.

1.3 Flexibility of Community; No Master Association. The Community is intended to be a flexible planned community as that term is contemplated under the Act and as more particularly set forth in Article XXI hereof with the right to convert real estate. Declarant does not reserve any options to add additional real estate to the Community, nor to withdraw withdrawable real estate from the Community. No portion of the Property is designated as withdrawable real estate. No lands are designated as additional real estate. The Community is not intended to be part of any larger community having a Master Association.

ARTICLE II
DEFINITIONS

2.1 Terms Defined or Used in the Act. Capitalized terms used herein and in the Bylaws and Plats and Plans shall have the meanings specified in the Act, unless otherwise defined herein.

2.2 More Specific Meanings. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

“Association” means the Unit Owners' Association of the Community and shall be known as the “Traditions of America at Summer Seat Homeowners Association.” The Association is an unincorporated association created and acting pursuant to the Act.

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

“Common Elements” means to the Common Facilities and the Controlled Facilities, as shown on the Plats and Plans.

“Common Expense Liability” means the liability appurtenant to each Unit to pay a share of the Common Expenses and the assessments therefor as allocated to such Unit pursuant to this Declaration and the Act as set forth on Exhibit “B” attached hereto, as may be amended.

“Common Expenses” means all Common Expenses, including, without limitation, Limited Expenses.

“Common Facilities”: all land, buildings and improvements now or hereafter within the Community which are owned by or leased to the Association (other than the Units or Homes) and as more particularly set forth in Section 5.1 hereof.

“Community” means the planned community created hereby known as Traditions of America at Summer Seat, a Planned Community, consisting of all Units and Common Elements now existing or hereafter created, and as further described in Section 1.1 above.

“Controlled Facilities”: any land, buildings or improvements within the Community (whether or not part of a Unit) which are not owned by the Association but which are repaired, replaced, regulated, managed, insured, controlled or maintained by the Association, other than the Common Facilities, including without limitation the roofs and siding of the Units.

“Convertible Real Estate” means the real estate described in Exhibit “D”, within which the Declarant reserves the right to create additional Units and/or Limited Common Elements, pursuant to Article XXI hereof and the Act.

“Declarant” means the owner of the Real Estate described in Section 1.1 above and all successors to any Special Declarant Rights pursuant to the provisions of the Act at such time as they succeed to such Special Declarant Rights.

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

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

“Limited Common Elements” means that portion of the Common Elements allocated for the exclusive use or one or more, but fewer than all of the Units, including without limitation, Patios, Decks, Garage Drives and Service Walks appurtenant to certain Units as shown on the Plats and Plans.

“Limited Expenses” means the Common Expenses described as such in the Act as modified by this Declaration. Notwithstanding the provisions of the Act and except as otherwise expressly provided in this Declaration, any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited only to the extent expressly provided herein; the costs of insurance shall not be assessed in proportion to risk; the costs of utilities that are separately metered to a Unit shall be assessed in proportion to usage; and if any Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his or her Unit, subject to the release provisions set forth in this Declaration.

“Plats and Plans” means the Plats and Plans attached hereto as Exhibit “E” and made a part hereof, as the same may be amended from time to time.

“Unit” means a Unit as described in Article III. A Unit includes, without limitation, (i) a **“Constructed Unit”** which means a Unit which has been issued a certificate of occupancy from the Township; and (ii) an **“Unconstructed Unit”** which means a Unit which has not yet been issued a certificate of occupancy from the Township.

“Unit Owner” means the Declarant or other person who owns a Unit as defined herein.

2.3 Non-Statutory Terms Defined: The following terms when used herein, in the Plats and Plans, or in the Community Documents (as defined below) shall have the meanings set forth below:

“Authority” means Ohio Township Sanitary Authority.

“Commonly Insured Property” means the Common Elements and personal property and fixtures owned by the Association; the definition however *excludes* the Units, and any and all components of the Units, including the buildings themselves, all betterments and improvements within the Units as well as fixtures, furniture and furnishings of Units, and personal property of Unit Owners.

“Community Center Building” means the proposed clubhouse as set forth on the Plats and Plans.

“Community Documents” means collectively, this Declaration, the Bylaws, the Plans and Plans, the Rules and Regulations, each as amended from time to time according to their respective terms.

“Constant Dollars” means the present value of the dollars. All dollar amounts referred to in this Declaration shall be adjusted to Constant Dollars and an adjustment shall occur on January 1 of the sixth calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Adjustments shall be made to the nearest applicable round number amount such as \$100,000 for insurance limits and \$1,000 for deductible amounts and limits of authorized amounts for taking various actions. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The “Base Index Number” shall be the level of the Index for the month during which the Declaration is dated; the “Current Index Number” shall be the level of the Index for the month of September of the year preceding the adjustment year; the “Index” shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the United States Department of Commerce (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Association shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

“Deck” means the platform adjacent to and accessible from certain Units as shown on the Plats and Plans including, without limitation, any railing or fence and stairs which are part of such platform.

“Declarant Offices” means any portions of the Property used as sales, construction, leasing or management offices, Model Homes, or design centers, whether mobile, in structures or within Units.

“FHLMC” means the Federal Home Loan Mortgage Corporation and its successors.

“FNMA” means the Federal National Mortgage Association and its successors.

“Garage Drives” means any drive leading to a garage which is part of a Unit. Such Garage Drive is a Limited Common Element appurtenant to such Unit, or equally to two Units if shared by such Units.

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

“Home” means a completed dwelling existing on a Homesite, evidenced by a Certificate of Occupancy. The Home may also be defined as a “Unit”.

“Homesite” means the ground area of a Unit generally as depicted on the Plats and Plans.

“Maintenance” means maintenance, preventive maintenance, repair and replacement and **“Maintain”** means maintain, repair and replace.

“Majority” or **“majority of the Unit Owners”** means the Owners holding more than fifty percent (50%) in the aggregate of all votes of all Unit Owners in the Association.

“No Impact Home Based Businesses” shall have the meaning set forth in the Pennsylvania Municipalities Planning Code, 53 P.S. 10107 and as set forth in the applicable Ohio Township regulations, as applicable.

“Patio” means the paved area adjacent to some Units as shown on the Plats and Plans including, without limitation, any railing or fencing for such area.

“Permitted Mortgage” means any mortgage which is a lien on one or more Units owned by a Declarant or any other mortgage, the name and address of the holder and servicer (if any) of which and the loan number has been submitted to the Executive Board. A holder or servicer of a Permitted Mortgage is referred to herein as a **“Permitted Mortgagee.”**

“Permitted Occupant” means a person described as such in Article IX hereof.

“Posted Mortgage” means any mortgage on a unit, the name and address of the holder and servicer (if any) of which and the loan number of which have been submitted to the Executive Board. A holder of a Posted Mortgage is referred to herein as a “Posted Mortgagee”.

“Public Roads” means and refers to the roads within the Property shown on the Plats and Plans, including but not limited to: Continental Lane, Summer Seat Lane, Gateway Drive and Washington Way, which names may be modified by the Declarant.

“Person” means any natural individual, corporation, firm, company partnership, association, trust or other legal entity capable of holding title to real property.

“Property” means the Property described in Section I.1 above.

“Rain Gardens” means the storm water management systems depicted as rain gardens on the plats and plans.

“Reserved Common Elements” means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant hereto, such as an Association office or mechanical equipment room.

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

“Sanitary Sewer Lateral” means the laterals which connect a Unit to the Sanitary Sewer System.

“Sanitary Sewer System” means the system to be constructed by or on behalf of the Declarant on the Property for collection and conveyance of sanitary sewage (not including the Sanitary Sewer Laterals), and including one proposed pump station on the Property, which will be maintained by the Association unless dedicated to the Authority pursuant to a separate agreement.

“*Service Walks*” means a walkway that connects a Garage Drive to the entrance of a Unit or any other walkway that is constructed to provide access to a specific Unit, for example a ramp or other path for wheelchair access, and which shall be included as a Limited Common Element.

“*Storm Water Management System*” means all storm water drainage facilities to collect or control water on the Property and facilities related thereto such as detention basins, storm water conveyance pipe, inlets and controls, Rain Gardens, drainage easements, drainage swales and related facilities shown on the Plats and Plans from time to time located outside of legal rights of way of dedicated streets.

“*Swimming Pool*” means the community pool as depicted on the Plats and Plans.

“*Township*” means the Ohio Township which is located in Allegheny County, Pennsylvania.

“*Township Agreements*” means the Improvements Agreement entered into by and between the Township and the Declarant pursuant to the Pennsylvania Municipalities Planning Code.

“*Water Company*” means West View Water Authority.

“*Water Line*” means the system providing water to the Units.

“*Water Line Lateral*” means the laterals which connect a Unit to the Water Line.

ARTICLE III

UNITS; BOUNDARIES; HOMES; CERTAIN MAINTENANCE RESPONSIBILITIES

3.1 Plats and Plans; Units/Common Elements. The location and dimensions of the Homesites, the Units and the Common Elements of the Community are shown on the Plats and Plans, to the extent feasible to do so. The Plats and Plans shall be modified and amended by Declarant from time to time to represent the correct boundaries of the Units and the improvements. The boundaries of the Units are subject to change based up the type of Unit constructed and the options selected by the Unit Owner and constructed by Declarant. The identifying number of each Unit is set forth on the Plats and Plans appended hereto.

3.2 Unit Boundaries.

(1) Unit Title Lines. The title lines or boundaries of each Homesite and Unit are situated as shown on the Plats and Plans, with the applicable Identifying Number of such Unit also being shown thereon, and are formed by the following:

(a) The lower boundary shall be the lower exterior surface of the foundation and any elements on the foundation of any Unit.

(b) The upper boundary shall be the upper exterior surface of the roof and any elements on the roof of any Home on a Unit.

(c) The vertical boundaries shall be vertical planes to their intersection with the lower and upper boundaries located along and including the exterior surface of each Home.

(2) Components of Units. Each Unit consists of all portions of the Property and air space within the aforesaid title lines, except the air space displaced by Common Elements, including Limited Common Elements, within such Unit and includes all Homes and other improvements on or in such Unit.

(3) There is also included within a Unit (by way of illustration and not limitation):

(a) All water and waste connections located within such title lines or in any portion of the Common Elements and serving only such Unit.

(b) All heating, ventilating and air conditioning equipment located within such title lines or in any portion of the Common Elements and serving only such Unit.

(c) Exterior lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, exterior walls of such Unit) serving only such Unit, whether or not such lighting devices are themselves located entirely within the title lines of such Unit.

(d) All equipment of any kind other than Devices (as defined in Section 8.1(f)) that is affixed to the roof of a Home and that serves only such Unit.

(e) Gas meters, water meters and electric meters (if they are not owned by the applicable utility company) serving only such Unit, and their associated connections and accessories, whether or not located in any portion of the Common Elements.

(f) Exterior window and door sills, frames and hardware and shutters that are part of or attached to the exterior surface of a Home.

(g) Flues, chimneys and exhaust conduits above the roof, but serving only such Unit.

3.3 Maintenance Responsibilities. Notwithstanding the definitions of Unit, Common Element and Limited Common Element or the provisions of the Act:

(a) Except as expressly otherwise provided herein, the Association shall be responsible for *Maintenance of the Common Elements and the costs of such Maintenance shall be borne by all Unit Owners*. Each Unit Owner shall be responsible for the Maintenance of his or her Unit and the Limited Common Elements appurtenant thereto. The Association shall be responsible for snow removal on all private roads, all on-street parking areas (including, without limitation, the parking area around the Community Center Building), Garage Drives and Service Walks. In addition, the Association shall be responsible to maintain the entire Storm Water Management System, unless such responsibility is assumed by the Township in writing.

(b) Each Unit Owner shall be responsible for maintaining the Sewer Lateral which connects the Unit Owner's Home to the Sanitary Sewer System and the Water Lateral which connects the Home to the Water Line.

(c) The roofs and exterior walls of Homes shall be maintained by the Association.

(d) If the Association or Declarant or Unit Owner(s) fails to maintain the Common Elements in good order and condition, the Township shall have the right, but not the obligation, upon giving the Association or Declarant thirty (30) days written notice (except in an emergency threatening the general welfare of the public or the Owner(s), in which event such reasonable notice shall be given as the emergency conditions allow) to enter upon the Common Elements or Limited Common Elements and perform the necessary Maintenance with the same rights as the Association has to collect the costs thereof from the Unit Owner(s) under this Declaration. Further, the Township shall have all rights of enforcement which may now exist or may hereinafter be established by law.

(e) Each Unit Owner shall utilize reasonable efforts to inspect his or her Unit regularly for the purpose of determining the condition of the Unit and need for Maintenance work. After the Declarant transfers control of the Board to the Association, the Association shall, through a qualified independent contractor, inspect all Common Elements and Limited Common Elements on a regular basis as reasonably necessary, for the purpose of determining the condition of the Common Elements and Limited Common Elements and need for Maintenance work. Reasonably detailed written reports of such inspections shall be prepared by the independent contractor and submitted to the Association, and copies shall be made available to all Unit Owners and, upon request, the Township. In addition to the inspections set forth herein, the Association shall permit (at their cost and expense and no more than once a year) an inspection by a Declarant, its general contractor, the design professional and a representative of the Association for a period of five (5) years from the date set forth in Section 17.1(c) herein for the purpose of determining the condition of the Common Elements and Limited Common Elements and need for Maintenance work. Detailed written reports of such inspections shall be prepared and submitted to each Declarant, and contractor, and made available to Unit

Owners. All Common Expenses associated with the inspection and Maintenance of a Limited Common Element shall be assessed as Limited Expenses.

3.4 Alterations of Units. Subject to requirements of law, restrictions and requirements set forth herein and to applicable Rules and Regulations, a Unit Owner:

(a) May make any non-structural improvements or alterations to the interior of his or her Unit, but may not perform any structural work or work affecting in any way the Common Elements or the exterior of a Home or any other portion of the Community, without written permission of the Association.

(b) Shall submit plans and specifications for review by the Association architect and/or engineers and shall obtain the written approval of the Executive Board for any alteration to the Unit prior to the commencement of any such alteration and shall comply with the applicable Rules and Regulations.

(c) Shall expeditiously complete all alterations at his or her expense: (i) in accordance with the plans and specifications therefore which have been prepared at such Unit Owner's expense and which have been approved in writing by the Executive Board prior to the commencement of such alterations, if required; and (ii) without incurring any mechanics' or materialmen's liens.

(d) Shall pay as Limited Expenses all costs and expenses incurred in connection with the Board review and approval process, supervision/or inspection of work involving any portion of the Sanitary Sewer Laterals and the Water Lateral and other work if deemed appropriate by the Executive Board and the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Units after completion of such alterations, which amendment shall be recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by all Owners of all Units the configuration of which on such amendment differ from their respective configurations on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(e) Shall obtain a building permit if required by law and provide copies to the Association prior to the start of work.

(f) Shall not request any variances to local building codes without the written consent of the Executive Board.

The Association may deny and prevent access to the Property by contractors and suppliers until full compliance with all of the requirements hereunder and under the Rules and Regulations.

ARTICLE IV

ALLOCATION OF VOTES; COMMON EXPENSE LIABILITY

4.1 Vote; Common Expense Liability. Each Unit shall have one (1) vote in the Association. The share of Common Expense Liability appurtenant to each Unit, except as otherwise expressly provided herein, shall be assessed equally against all Units sold by Declarant and adjusted accordingly as new Units are added to the Community by Declarant. The obligation to pay assessments is a covenant running with the Property, inseparable from each Unit, any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Expense Liability, whether or not expressly referred to in the instrument effecting such transfer.

(a) Notwithstanding anything to the contrary contained in this Declaration, regarding Declarant's obligation to pay assessments hereunder, (i) the Declarant shall not have the obligation to pay any assessments on any Units that have not been declared; (ii) the Declarant shall pay full assessments on all Constructed Units that have been declared; and (iii) Declarant will pay limited assessments for Unconstructed Units that have been declared in accordance with Section 13.3(c) below.

ARTICLE V

DESCRIPTION, ALLOCATION AND RESTRICTION
OF COMMON ELEMENTS; TITLE TO COMMON FACILITIES

5.1 Common Facilities.

(a) Unless part of a Unit pursuant to Section 3.2 above, Common Facilities may include but not necessarily be limited to the following:

- (i) All real property and improvements not included within or part of any Unit;
- (ii) The Community Center Building and related improvements;
- (iii) *The Swimming Pool*;
- (iv) The Storm Water Management System, including but not limited to access roads, basins, fountains and rain gardens;
- (v) Streets, walking paths, curbs, gatehouse, islands, general parking areas (including, without limitation, all on-street parking areas and the parking area around the Community Center Building), rights of way and sidewalks as depicted on the Plats, Plans and within the Property;
- (vi) All undedicated sanitary sewer and water improvements, including the one pump station as set forth on the Plats and Plans (excepting Water and Sewer Laterals);
- (vii) The Community Association manager's and/or superintendent's office and related facilities, if any;
- (viii) The Property entrances from public streets, exterior signs, and traffic and directional signs;
- (ix) All exterior lighting in the Common Facilities, unless owned by any utility company pursuant to a separate agreement;
- (x) Sanitary Sewer System, to the extent it is not dedicated to the Authority;
- (xi) Water Line, to the extent they are not owned by the Water Company; and
- (xii) All other portions of the Property designated as Common Facilities herein or on the Plats and Plans.

5.2 Use of Common Elements. Owners and Occupants of Units in the Community shall be entitled to the fair and equitable use of the Common Elements in a reasonable manner, consistent with the terms and conditions of this Declaration and taking into account their respective permitted uses. Notwithstanding the foregoing, the Executive Board may from time to time allocate (in a fair, reasonable and equitable manner among the Owners of the various Units or Unit types and taking into account their respective permitted uses) the right of access to and use of those Common Elements which by their nature have limited availability. While the Declarant currently does not intend to charge fees for use of the Common Elements, the Executive Board may, pursuant to the Act, choose to impose reasonable user fees, whether or not designated as Limited Common Expenses, for the use of certain Common Elements or personal property of the Association or services provided by or arranged for through the Association.

5.3 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use and benefit of one or more, but fewer than all, of the Units and/or Unit Owners and their invitees and shall include

but not necessarily be limited to the Patios and/or Decks, Garage Drives and Service Walks, all of which are allocated to the Units adjacent thereto.

5.4 Title to the Common Facilities. Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Facilities by deed for no consideration to the Association when completed and after expiration of any Declarant rights hereunder or under the Act in connection therewith. Declarant may convey (or lease) the Common Facilities to the Association in stages or phases as development of the Property progresses.

5.5 Title to the Property. The Property conveyed to the Association and the Unit Owners will not include the subsurface mineral rights or the subsurface oil and/or gas rights (collectively, the "Subsurface Rights"). The Subsurface Rights were retained by a previous owner of the Property ("Previous Owner") and not included in the deed to the Declarant. These Subsurface Rights may be accessed in the future by the Previous Owner or its successors and assigns. However, all Subsurface Rights contain a number of restrictions, including that they may only be accessed laterally and will never disturb the quiet enjoyment of the Unit Owners or the Community.

ARTICLE VI

EASEMENTS; RIGHTS OF DECLARANT; RIGHTS OF ASSOCIATION

6.1 Additional Easements. In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

(a) Utility Easements. The Units and Common Elements shall be, and are hereby made, subject to easements in favor of the Declarant, the Water Company, the Authority, and the appropriate utility and service companies and governmental agencies or authorities for such systems, utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 6.1(a) shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain and relocate any pipes, conduits, ducts and vents (collectively, "Conduits") over, under, through, along and on the Units and Common Elements.

(b) Access. The Units, the Limited Common Elements and the Common Elements are hereby made subject to the following blanket easements:

(1) In favor of the Association, the Authority, and the Township and their agents, employees and independent contractors, (i) for inspection of the Units, the Limited Common Elements and Common Elements in order to verify the performance by Unit Owners of all items of Maintenance for which they are responsible, (ii) for inspection and Maintenance of the Common Elements situated in or accessible from such Units or Limited Common Elements, or both, and (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units, 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 or her Unit resulting from the Association's exercise of any rights it may have pursuant to this Section; and

(2) In favor of the Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, Maintenance, use and/or removal of Conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(3) In favor of the Association and the other Unit Owners and their agents and employees, for access through a Unit reasonably necessary to perform Maintenance rights and obligations with respect to any utility lines, including electric lines, located in one Unit but servicing another Unit. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair thereof.

(4) Declarant shall have an easement for access for the purposes of 6.1(b) (1), (2), & (3) above, if applicable.

(c) Construction. Declarant's easements to facilitate its work shall include, *inter alia*, the right to maintain Declarant Offices, construction offices, office and storage trailers and staging areas in or upon any Unit and/or the Common Elements.

(d) Declarant's Easement for Development of Convertible Real Estate. Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains Units, for all purposes relating to the construction, development, leasing, management and sale of improvements on the Convertible Real Estate or any other portion of the Property. 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 Declarant Offices and the erection and maintenance of directional and promotional signs.

(e) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of each Unit the Declarant reserves an easement and right on, over and under each Unit to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary.

(f) Declarant's Easement for Construction. Notwithstanding any provision of this Declaration or the Rules and Regulations to the contrary, so long as the Declarant, its successors and assigns, employees, agents, subcontractors, contractors, independent contractors and other persons acting by, through or under the Declarant, are engaged in developing or improving, maintaining or repairing any portion of the Property, such persons shall have an easement to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair and renovation, replacement or construction, correction of the Common Elements, Units or other improvements at any time. The Declarant agrees to indemnify and hold the Association and each Unit Owner harmless from liabilities for personal injuries and physical damage resulting from the exercise of this easement. This easement shall be appurtenant and shall pass with title to every portion of the Property. In addition, the Declarant may use any unsold Units in the Community, portions of the Common Elements and/or any portion of the Community Center Building as models or as sales, design, leasing, construction or management offices and may place advertising signs anywhere within the Community.

(g) Easement for Governmental Personnel. A right of entry to the Common Elements, Limited Common Elements and the Units is hereby granted to the Township and to law enforcement officers, fire and rescue and local animal control personnel as needed to carry out their duties.

(h) Storm Water Management System.

(i) The surface of all or above Storm Water Management System shown on the Plats and Plans shall remain unencumbered by buildings, structures or trees of any kind and the grade of any such areas shall not be changed or altered in any way except as shown on the Plats and Plans, without first obtaining the written approval of the Township.

(ii) The Declarant has created and hereby imposes upon the Property an easement and right of way on, over and under the Units in favor of the Declarant, the Association and the Township for the purpose of Maintenance of the Storm Water Management System located on each Unit and in the Common Elements so that all such Storm Water Management System shall be kept in good working order and repair at all times. The Association is perpetually responsible for maintenance of the Storm Water Management System. This obligation shall run with the Property and be binding on the Association. These maintenance obligations shall include, but not be limited to, mowing the grass, maintaining the basins, swales and rain gardens, and maintenance of the plantings and ground cover in the Storm Water Management System.

(iii) The Township shall have the right, but not the obligation, to enter upon and perform Maintenance of the Storm Water Management System in the event that the Association defaults in its maintenance obligation, provided that the Township shall give at least thirty (30) days' prior written notice to the Association of its intention to do so, or in the event of an emergency, such notice as the circumstances reasonably allow. If the Township expends money in Maintaining the Storm Water Management System, the Township shall be entitled to enter a lien against the Property to secure payment of any sums expended by the Township with regard to such Maintenance.

(i) Easement of Enjoyment of Common Facilities. Every Unit Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Common Facilities which right shall be appurtenant to each Unit and shall pass with title to every Unit, subject, nevertheless, to:

(i) The right of the Association to assess each Unit Owner or the users of such facilities for the use of any or all of the Common Facilities, and the obligation of Unit Owners to contribute to the expense of Maintenance and operation of such Common Facilities.

(ii) The right of the Association to suspend the voting rights and the right of a Unit Owner to use any of the Common Facilities for failure to pay in full any assessment within thirty (30) days of the due date or after a determination by the Board of Directors that the Owner violated the Declaration, or any of the rules and regulations of the Community and such violation continues.

(iii) The right of the Association to establish Rules and Regulations governing the use of the Common Facilities.

(xiii) The right of the Declarant to use a portion of the Community Center Building for Declarant's Offices or for a Sales Center.

(xii) The requirement that the Unit Owner does not interfere with the Declarant's construction activities.

(j) Public Roads. Declarant hereby imposes upon the Property a perpetual easement and right of way over the Public Roads as they may exist and be improved for such purposes from time to time for the benefit of the Township and Declarant, which easement and right of way shall run in perpetuity with the Property subject to the terms, covenants and conditions hereof. Notwithstanding anything contained herein, (i) nothing in this section shall create an obligation on Declarant to perform any Maintenance or service with respect to the Public Roads, which are the obligation of the Association to Maintain and service until such time as they are dedicated to the Township; and (ii) nothing in this section shall create an obligation on Declarant to perform any Maintenance or service with respect to any on-street parking areas (including, without limitation, the parking area around the Community Center Building), which are a Common Element and the obligation of the Association to Maintain and service.

(l) Other Conditions of Record. In addition to the easements set forth above, the rights of each Unit Owner shall be subject to, and each Unit Owner shall be bound by, all documents recorded with respect to the Property, including, without limitation, the notes, restrictions and conditions set forth on the Plats and Plans and the Township Agreements intended to be recorded prior to the recordation of this Declaration.

(m) Township Easement. The Township is hereby granted an easement to enter upon the Property to inspect and if the Township shall so desire, perform Maintenance of the Common Elements. If the Township expends money or uses its own forces in Maintaining any portion of the Common Elements or Limited Common Elements in default of the Association's Maintenance thereof, the Township shall be entitled to enter a lien against the Property to secure payment of any sums expended by the Township with regard to said Maintenance. In the event that the Township shall enter upon the Common Elements or Limited Common Elements to perform the Association's or Declarant's obligations under this, Declaration, such performances by the Township shall not act as a waiver of the Association's or Declarant's continuing and future obligations under this Declaration.

(n) Sanitary Sewer System. The Sanitary Sewer System is intended to be dedicated to the Authority. The Declarant has created and hereby imposes upon the Property an easement and right of way on, over and under that portion of the Property shown on the Plats and Plans as the Sanitary Sewer Easement in favor of the Declarant, the Association, the Authority and the Township for the purpose of installation and Maintenance (if necessary) of the Sanitary Sewer System. The Declarant shall install the Sanitary Sewer System in accordance with the Improvements Agreement. The Association shall maintain the Sanitary Sewer System until such time as it is dedicated to the Authority.

(o) Sanitary Sewer Laterals. Each Unit Owner shall maintain, repair and/or replace the Sanitary Sewer Lateral which serves the Owner's Unit. The Association and Township are granted the right, but shall not be obligated, to enter upon and perform Maintenance of the Sanitary Sewer Laterals in the event of a Unit Owner's default thereof, provided that the Association, the Authority, and/or the Township shall have given at least thirty (30) days' prior written notice to the Unit Owner of its intention to do so or in the event of an emergency, such reasonable notice as the circumstances reasonably allow, and if the Association and/or the Township expends money in Maintaining the Sanitary Sewer Laterals in default of the Unit Owner's performance thereof, the Association, the Authority, and/or the Township shall be entitled to enter a lien against the Owner's Unit to secure payment of any sums expended by the Association, the Authority and/or the Township with regard to said Maintenance.

(p) Water Laterals. Each Unit Owner shall maintain the Water Lateral which serves the Owner's Unit. The Association and the Water Company are granted the right, but shall not be obligated, to enter upon and perform Maintenance of the Water Laterals in the event of a Unit Owner's default thereof, provided that the Association and/or the Water Company shall have given at least thirty (30) days' prior written notice to the Unit Owner of its intention to do so or in the event of an emergency, such reasonable notice as the circumstances reasonably allow and if the Association and/or the Water Company expends money in Maintaining the Water Laterals in default of the Unit Owner's performance thereof, the Association and/or the Water Company shall be entitled to enter a lien against the Owner's Unit to secure payment of any sums expended by the Association and/or the Water Company with regard to said Maintenance. In the event that an agreement is entered into with the Water Company to maintain a portion of the Water Laterals, this section shall be subject to said agreement.

(q) Water Lines. The Water Lines are intended to be owned by the Water Company. The Association and the Water Company are granted the right to enter upon and perform Maintenance of the Water Lines.

(r) Maintenance. Notwithstanding anything contained herein, the Water Lines, the Storm Water Management System and the Sanitary Sewer System shall be wholly maintained and repaired by the Association unless such system is dedicated or conveyed to another entity pursuant to a separate agreement.

6.2 Rights of the Association. In addition to any other rights and powers that the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, as they may be amended from time to time, the Association shall have:

(a) The right to grant permits, licenses and easements in, upon and over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property;

(b) A reasonable right of entry into any Unit or appurtenant Limited Common Element to make emergency repairs and to do other work reasonably necessary for the proper Maintenance or operation of the Community. Such right of entry shall include, in situations in which stair access is not adequate, access through the roof. Each Unit Owner shall furnish the Association with a set of all keys necessary to gain access to his or her Unit in the exercise of such rights at the time any locks are changed or installed in the doors to such Unit. The Association shall maintain appropriate security measures to prevent access to such keys by unauthorized persons; and

(c) An easement for access to and use of the exterior water connection of each Home for watering the Common Elements in and around each Unit such water usage to be registered on the Unit's water meter and the costs attributable thereto to be paid by the Unit Owner.

6.3 Access Easement Requirements. Each Person, other than Declarant, shall comply with the following requirements for the exercise of access easements created or reserved under this Article VI (except Section 6.2(c) above):

(a) Prior written and telephonic request of at least five (5) days shall be made to the Owner of a Home to or through which access is requested, except in the event of an emergency in which event immediate telephonic request shall be made;

(b) Such work shall be done promptly and in a good and workmanlike manner;

(c) The area used shall be left clear and any damage to the Unit shall be repaired or replaced by the Owner of the Unit damaged at the cost and expense of the Unit Owner causing the work to be done which gave rise to the damage, payable on demand;

(d) The Owner of the Home to or through which access is requested may reasonably prescribe the means and extent of access and may require that access be available only in the company of a representative of such Owner at the cost of the Owner requesting access; and

(e) Work shall be done at such hours as reasonably determined by the Owner of the Home to or through which access is requested to *minimize interference with the use and occupancy of such Home.*

ARTICLE VII

AMENDMENT OF DECLARATION; BYLAWS

7.1 Amendment Generally.

(a) This Declaration may be amended only in accordance with the procedures specified in the Act and the express provisions of this Declaration. Subject to the exceptions set forth herein and therein, a vote of at least 67% of all votes in the Association is required.

(b) No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded.

(c) Every amendment to the Declaration must be recorded in Allegheny County in the same records as are maintained for the recording of deeds of real property. An amendment is effective only upon recordation.

(d) In no event shall any provision on this Declaration that involves a right, privilege or obligation of the Township be amended without prior written consent of the Township.

7.2 Rights of Certain Permitted Mortgagees. Subject to the limitations imposed in the Act and except as set forth below, no amendment of this Declaration or the Bylaws may be made without the prior written approval of the requisite number of Permitted Mortgagees if and to the extent that such approval is required by the Act or any published requirement of FNMA or FHLMC with respect to approval of amendments to the Declaration by holders of mortgages on Units if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entirety imposing such requirement. Approval of holders of first lien Permitted Mortgages on Units representing at least 67% of all votes is required if and to the extent that such amendment would have the effect of terminating or abandoning the Community (except for termination or abandonment as a result of substantial destruction or a taking by eminent domain). Pursuant to the provisions of Section 5221(b) of the Act, if any Permitted Mortgagee fails to object in writing within 45 days after receipt of the request for approval, such approval shall be deemed to have been given.

7.3 Corrective Amendments. Corrective amendments are permitted if done in accordance with the Act

7.4 Rights of Declarant. No change, modification or amendment which adversely affects the rights, privileges or obligations of Declarant granted under this Declaration, the Bylaws or the Act shall be effective without the prior written consent of Declarant, until such time as Declarant no longer owns any Units. In addition, any Amendment to convert Convertible Real Estate is not subject to the requirements of Section 7.1 and 7.2 above.

ARTICLE VIII

USE RESTRICTIONS

8.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions in addition to those set forth elsewhere herein and in the Rules and Regulations:

(a) Except for Declarant Offices, no Unit shall be used for other than housing and the related purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or housekeeping unit or such other uses permitted by this Declaration and for no other purposes. No Impact Home Based Businesses are prohibited within the Units pursuant to applicable zoning requirements. No Unit Owner shall permit his or her Unit to be used or occupied for any prohibited purpose.

(b) No signs, advertising or other displays shall be maintained or permitted on any Unit. The right is reserved by Declarant or its agent or agents, until such time as Declarant no longer owns any Unit to place "For Sale," "For Rent" or Declarant Office and directional signs on any part of the Property.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Executive Board, except as herein expressly provided.

(d) The use and the covering of the interior surfaces of windows in Units, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

(e) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for permitted uses, without the prior written consent of the Executive Board, which consent may be conditioned, *inter alia*, upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board.

(f) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on Patios, Decks, the outside walls of the Homes or on the Property and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board. No air conditioning unit of whatever type may be installed without the prior written permission of the Executive Board. No radio, television or other reception device ("*Device*") shall be affixed or placed anywhere in or upon the Common Elements by any Unit Owner, including any Device affixed to or attached to the Home or any of the Limited Common Elements appurtenant to the Unit, if such Device extends beyond the Unit or Limited Common Element into the Common Element airspace.

(g) The maintenance, keeping, boarding or raising of pets shall be subject to this Declaration and the Rules and Regulations. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. This shall not prohibit the keeping of any permitted dog, cat or other common household domestic pets as may be defined by the Board from time to time, provided that they are not kept, bred or maintained for commercial purposes. The Executive Board is authorized to limit the number of pets permitted to be kept in any Unit. Any dog or other pet determined to be dangerous to the community by the Executive Board, in its sole discretion, are prohibited. Any pet causing or creating

a nuisance or unreasonable disturbance or noise may be declared a nuisance by the Board and permanently removed from the Property pursuant to, and in accordance with, the dispute resolution procedures set out herein and in the Rules and Regulations and in accordance with Pennsylvania law. All pets shall be accompanied by a responsible person and are to be carried or leashed. An Owner or his or her tenant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and to have agreed to hold the Association free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The Executive Board may establish reasonable fees for registration of pets with the Association. Owners must, at all times, clean up after their pets and observe all applicable animal control laws.

(h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which constitutes a nuisance to the other Unit Owners or occupants.

(i) No benches, chairs, statues, ornaments or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles, be permitted on, any part of the Common Elements without the prior written consent of, and subject to any regulations of the Executive Board.

(j) No Unit Owner shall place or store anything on the Patio or Deck appurtenant to his or her Unit, nor shall such Patio or Deck be decorated, painted or otherwise altered without the prior written consent of the Executive Board, which may be withheld for any reason including, without limitation, if, in the opinion of the Executive Board, such placement, storage, decorating, painting or alteration or any furniture, furnishings or planters thereon would create an unsightly or unsafe condition. No Patio or Deck or any portion thereof may be enclosed unless part of the original construction of the Unit.

(k) The Owner of a Unit shall be responsible for maintaining such Unit and appurtenant Limited Common Elements in good order and repair, at the expense of such Owner, including (but not limited to) cleaning and replacing glass panes and otherwise maintaining windows and doors serving such Unit; provided, however, Maintenance of the roofs and exterior façades of Homes shall be the responsibility of the Association.

(l) This Article 8 shall not be construed to prevent or prohibit a Unit Owner from maintaining his or her personal professional library, keeping his or her personal business or professional records or accounts or handling his or her personal business or professional telephone calls in his or her Unit.

(m) The construction of detached accessory buildings or private swimming pools is prohibited.

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

ARTICLE IX

OCCUPANCY RESTRICTIONS

9.1 General. Occupancy of at least eighty percent (80%) of the Units within the Community are intended primarily for the housing of persons 55 years of age or older, although younger persons are not restricted from occupying a Unit so long as such occupancy is in compliance with this Article. In addition, certain exceptions may be made pursuant to Section 9.2(d). The provisions of this Article are intended to be consistent with, and are set forth in order to comply with, the provisions regarding discrimination based on familial status as set forth in the Fair Housing Act (42 U.S.C.A. § 3601 et seq.) (the "FHA"). Declarant, until termination of the control period, or the Association, acting through its Board, shall have the power to amend this Article, without the consent of the Unit Owners or any Person except Declarant (so long as Declarant owns any Units or continues to have rights to add Units to the Community), for the purpose of making this Article consistent with the FHA and Housing for Older Persons Federal Register, as they may be amended, the regulations adopted pursuant thereto, and any judicial

decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Article.

9.2 Restrictions on Occupancy.

(a) At least eighty percent (80%) of the Units shall have as a permanent occupant at least one person who is 55 years of age or older (the "*Qualifying Occupant*"), except that in the event of the death of a person who was the sole Qualifying Occupant of a Unit, the spouse of such Qualifying Occupant may continue to occupy the Unit provided that the provisions of the FHA and Housing for Older Persons Federal Statute and the regulations adopted thereunder are not violated by such occupancy.

(b) No Unit shall be occupied by any person under the age of 19. For purposes of this Section 9.2, a Unit shall be deemed to be "occupied" by any person who stays overnight in the Home more than 21 days in any 60-day period or more than 30 days in any 12-month period.

(c) Nothing in this Article IX is intended to restrict the ownership of or transfer of title to any Unit; however, no Unit Owner may occupy the Unit unless the requirements of this Article IX are met, nor shall any Unit Owner permit occupancy of the Unit in violation of this Article IX. Unit Owners shall be responsible for (i) including a statement that the Units within the Community are intended for the housing of persons 55 years of age or older, as set forth in Section 9.1, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (ii) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease of a Unit shall provide that failure to comply with the requirements and restrictions of this Article IX shall constitute a default under the lease.

(d) Any Unit Owner, in writing, may request that the Executive Board make an exception to the requirements of this Section 9.2 with respect to his or her Unit. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act would still be met.

(e) The Township shall have the right to enforce the provisions of this Section 9.2.

9.3 Change in Occupancy; Notification. In the event of any change in occupancy of any Unit as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Unit and such other information as the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within 10 days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Unit Owner and the Unit for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article IX, in addition to all other remedies available to the Association under this Declaration and Pennsylvania law. This shall not apply to the Declarant's sale of Units.

9.4 Monitoring Compliance; Appointment of Attorney-in-Fact.

(a) The Association shall maintain age records on all occupants of Units. The Board shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Article IX, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 9.2(d), and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Unit Owners and make copies available to Unit Owners, their tenants, and Mortgagees upon reasonable request.

(b) The Association shall have the power and authority to enforce this Article IX in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Unit to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this Article IX. EACH UNIT OWNER HEREBY APPOINTS THE

ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE IX. Each Unit Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Article IX.

(c) Each Unit Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Article and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Unit. EACH UNIT, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION AND THE DECLARANT HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.

ARTICLE X

MORTGAGES

10.1 Restrictions.

(a) A Unit Owner other than a Declarant may not voluntarily encumber or subject his or her Unit to any lien, other than the lien of:

(1) A first mortgage to a bank, trust company, bank and trust company, savings bank, savings and loan association, mortgage service company, credit union, insurance company, pension fund, real estate investment trust or similar lending institution; or

(2) A mortgage lien which is junior to a mortgage of the type described in subsection (1) immediately preceding, provided that the Executive Board has granted its written approval of such encumbrance; or

(3) A purchase money mortgage to the Unit Owner from whom such mortgagor received its title to the Unit so encumbered; or

(b) In consideration of the rights granted in this Declaration to holders of Permitted Mortgages, holders of such mortgages agree, by making the loans secured thereby and without the necessity for any further documentation that: (i) in the event there are any provisions of such mortgages and the obligations secured thereby that are inconsistent with the provisions of this Declaration, the latter shall govern, (ii) each such mortgage and the obligation secured thereby shall be deemed to provide (regardless of whether it expressly so provides) generally that such Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration (including the Plats and Plans) and any Rules and Regulations, and, specifically but without limitation, that the obligation secured by such mortgage shall be pre-payable, without premium or penalty, upon the happening of a termination of the Community form of ownership of all or substantially all of the Premises formerly in the Community, and (iii) the Mortgagee shall have no right to:

(1) Participate in the adjustment of losses with insurers or in any decision with respect to repairing or restoring damage to or destruction of the Community; or

(2) Receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to the Owner of the Unit encumbered by such mortgage pursuant to the Act or of other insurance proceeds in excess of the cost of repair or restoration being received by the Owner of the Unit encumbered by such mortgage; or

(3) Accelerate the mortgage debt or be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere in the Community other than within the Unit

encumbered by such mortgage unless the mortgagor thereunder is a Declarant and a majority of the members of the Executive Board are then the designees of such Declarant.

10.2 Conditions Precedent to the Granting or Permitted Mortgages. No Unit Owner or prospective purchaser of a Unit shall deliver any Permitted or Alternative Mortgage unless it has first notified the Executive Board of the name and address of the proposed Mortgagee and the Loan Account Number. Upon receipt of such information from a Permitted Mortgage, the Secretary of the Association shall instruct the insurer of the Community or the Common Elements to add the name of the holder of such mortgage to the Mortgagee loss payable provision of the hazard insurance policy covering the Community or the Common Elements, as the case may be, and to provide such Mortgagee with a certificate of insurance showing that such Mortgagee's name has been so added. The Secretary shall maintain a register of Posted Mortgages, showing the name and address of each holder thereof. The failure of a Unit owner to abide by the provisions of this Section 10.2 shall in no way affect the lien of any mortgage encumbering any Unit but, absent notice by the Unit Owner to the Executive Board of the placement of a mortgage on a Unit, the Executive Board shall be relieved of all liability for failing to comply with any or all of its obligations under the Community Documents with respect to the holder of such mortgage, except to the extent otherwise required by the Act.

10.3 Reports and Other Notices. A Permitted Mortgagee or prospective Permitted Mortgagee and any servicer, governmental guarantor or insurer of such loan, shall be entitled to receive some or all of the following, upon the specific written request to the Executive Board for the same and payment of such fees and charges fixed by the Executive Board from time to time:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit encumbered by the Permitted Mortgage.

(b) Any audited or unaudited financial statements of the Association that are prepared for the Association and distributed to the Unit Owners.

(c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings.

(d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration.

(e) The right to examine the books and records of the Executive Board at any reasonable time.

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

(g) Notice of any default in the Unit mortgagor's obligations to pay assessment or other charges under the Community documents that is not cured within sixty (60) days after the occurrence of such default;

(h) Notice of any eminent domain proceeding or casualty loss that affect either the Unit subject to such Permitted Mortgage or a material portion of the Community.

(i) Notice of any proposed action that would require the consent of holders of Permitted Mortgages pursuant to Section 7.5 hereof.

(j) Any other information reasonably requested.

Such a request by a Permitted Mortgagee, or its servicer, governmental guarantor or insurer, shall specify which of the above item it desires to receive and shall indicate the address to which any and all notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a Mortgagee hereunder. Failure of the Executive Board to comply with the requirements set forth above in this Section shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

10.4 Books and Records. Any Unit Owner and any holder of a Permitted Mortgage on a Unit shall have the right to examine the books and records of the Association in accordance with Section 7.2 of the Bylaws.

10.5 Condemnation and Insurance Proceeds. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to a Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or taking of one or more Units and/or Common Elements.

ARTICLE XI

REAL ESTATE TAXES

11.1 Real Estate Taxes. It is understood that real estate taxes are to be separately assessed and taxed to each Unit Owner for his or her Unit, as provided in the Act. For the year in which this Declaration is first recorded, real estate taxes shall be apportioned between Declarant and each Unit Owner on a calendar year basis. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then, in said event, such taxes shall be a Common Expense and each Unit Owner shall pay his or her equal share thereof in accordance with the Common Expense Liability. The Executive Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their equal share thereof.

ARTICLE XII

POWERS OF THE EXECUTIVE BOARD

12.1 Additional Powers. In addition to the powers set forth in the Act and elsewhere herein, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Board (which need not include any Board Members) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.

(b) To engage the services of a manager or managing agent, who may be any Person upon such terms and compensation as the Executive Board deems fit, and to remove such manager or managing agent at any time.

(c) To engage the services of any Persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

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

(e) To expend funds for the Maintenance of any Unit or any other portion of the Property which a Unit Owner is obligated to Maintain under the terms hereof, if such Maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the Owner of said Unit has failed or refused to perform said Maintenance within a reasonable time after written notice of the necessity of said Maintenance delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said Maintenance as Limited Expenses.

(f) To enter into leases and/or licenses of portions of the Common Facilities with any person or entity to provide such services as health club operation or otherwise. All revenues and/or licenses from such leases shall be deposited in the General Common Expense fund.

(g) In the event that more than one Unit share a common utility meter or if a portion of the Common Elements and one or more Units share a common utility meter, to determine the proper allocation of the cost of the utility service between or among the recipients of such utility service.

(h) In the event of any condemnation, to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with the condemning authority.

(i) To borrow money on the credit of the Association and, as security for any such borrowing, to assign the Association's rights to receive future income (including assessments).

(j) To grant permits, licenses and easements over the Common Elements as permitted herein and otherwise subject to the limitations set forth in the Act.

(k) Suspend the voting rights of a Unit Owner and the right of a Unit Owner to use any of the Common Elements for the failure to pay in full any assessment within thirty days after the due date or for the infraction of the provisions of this Declaration or any Rules and Regulations of the Association which continues after the Board determines that an infraction has occurred and notifies the Unit Owner of the infraction.

(l) Notify any Mortgagee of a Unit of a default in the payment of any assessment by any Unit Owner.

(m) Establish parking and no parking areas within the Common Elements as well as to enforce these parking limitations by all means lawful for such enforcement on public streets, including the lawful booting or removal of any violating vehicle.

(n) To convert any portion of the Common Facility that is outside the boundaries of the Unit, subject to applicable zoning and building setback laws and regulations, into a Limited Common Element, for any such purpose as the Board deems necessary, including the construction of Patios and Decks.

(o) To waive or grant temporary exceptions to Unit Owners or occupants of Units from the application of, or obligation to comply with, those portions of the Declaration, Bylaws and Rules and Regulations regarding the use and enjoyment of the Property, as the Executive Board reasonably deems to be necessary to permit "reasonable modifications" and/or provide "reasonable accommodations" with, or for the benefit of, handicapped (as that term may now or hereafter be defined in the Pennsylvania Human Relations Act, and/or the federal Fair Housing Amendments Act, or any similar or succeeding statute) Unit Owners or occupants to permit full use and enjoyment of the Property by a handicapped Unit Owner or occupant, subject to the Board's power to terminate the waiver or exception when a handicapped Unit Owner or occupant terminates their use or occupancy of a Unit.

(p) To cause the Association to become a member of appropriate voluntary or community organizations.

ARTICLE XIII

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

13.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

13.2 Preparation and Approval of Budget.

(a) On or before November 20 of each year (or forty (40) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of Maintenance, management and operation of the Common Elements, and the cost of wages, materials, insurance premiums, services and utilities, supplies and other expenses that may be declared to be Common Expenses by the Act, this Declaration, the Bylaws or resolution and which will be required during the ensuing fiscal year for the administration, operation and Maintenance of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses, if any, with the allocation of Limited Expenses to the Unit(s) responsible for payment thereof.

(b) On or before the next succeeding November 30 (or thirty (30) days before the beginning of the fiscal year if the fiscal year is other than the calendar year) the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessments for General Common Expenses and Limited Expenses, if any, of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to rights of rejection as set forth below.

(c) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

13.3 Assessment and Payment of Common Expenses.

(a) General Common Expenses. The Executive Board shall calculate the annual assessments for General Common Expenses against each Unit by dividing (a) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments, if any, and the Maintenance, administration and operation of the Common Elements to which the Limited Expenses pertain (if any), by (b) total number of Units at the Community. Such assessments shall be payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and this Declaration. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Common Expense Liability and shall be payable in one or more monthly assessments, as the Executive Board may determine.

(b) Limited Expenses. To the extent reasonably foreseeable, the Executive Board shall calculate the annual assessments for Limited Expenses against each Unit obligated to pay Limited Expenses, if any, and such assessments shall be payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit as provided in the Act and this Declaration. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owner(s) obligated to pay the particular Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

(c) Unconstructed Units. By reason of the definition of "Unconstructed Unit" in Section 2.2 above, the Declarant shall only be obligated to pay those Common Expenses, or portion thereof, that directly benefit an Unconstructed Unit that has been declared reflecting the fact that Unconstructed Units are not occupied by residents, require minimal services, and neither use nor receive any substantial benefit from the Common Elements. All limited assessments pursuant to this Section 13.3(c) shall be determined by Declarant in its reasonable discretion.

13.4 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to the Act and that have not been reduced to liens against a Unit at the time of recordation of a Posted Mortgage, shall be subordinate to the lien of a Posted Mortgage on a Unit, except as provided in the Act.

13.5 Reserves. The Executive Board shall build up and maintain such reserves as it deems necessary for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expenses and/or Limited Expenses which shall be assessed against the Unit Owners and shall be payable in one or more monthly assessments as the Executive Board may determine. The Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Board deems appropriate. At the closing for the initial transfer of title from the Declarant to a non-Declarant purchaser of each Unit, the Association shall collect from such purchasers an amount equal to three (3) months (calculated pursuant to the then current or estimated Association budget) installments of estimated Common Expenses assessed against the Unit transferred, which monies shall be deposited into a capital account or into reserves under control of the Association. While Declarant controls the Association, it cannot use any of these funds to defray its expenses, reserve contributions, or construction costs or to make up any budget deficits. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his or her Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

13.6 Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further or special assessments pursuant to this Article XIII or otherwise as permitted or required by the Act, this Declaration and the Bylaws by a statement in writing giving the amount and reasons therefor, specified in the notice, to be effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections 13.3(a) and (b).

13.7 Capital Expenditure Limitation. Notwithstanding anything to the contrary in this Declaration, the Executive Board shall not adopt any capital expenditure which exceeds amounts available therefore in the budget and applicable or unspecified reserves (thus requiring additional or special assessments in an amount in excess of 20% of the then applicable annual budget) without first obtaining the approval of a Majority of the Unit Owners by a resolution duly adopted at an annual or special meeting of the Association; provided, however, no such approval shall be necessary for expenditures ("*Emergency Expenditures*") determined by the Executive Board to be needed to prevent damage to persons or property (including, without limitation, the building or any part thereof).

13.8 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her share of the Common Expenses and/or Limited Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly payment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

13.9 Accounts; Audits. (a) All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same may be audited from time to time at the discretion of the Executive Board by an independent accountant retained by the Executive Board.

(b) Not later than 90 days after the required termination of the period of Declarant control pursuant to Section 17.1 or the Declarant's earlier voluntary termination of control, Declarant shall cause to be performed 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, 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.

13.10 Rejection of Budget or Capital Expenditure. Anything herein to the contrary notwithstanding, the Association, by two-thirds (2/3) vote of all votes in the Association at a special meeting of the Association called for such purpose, may reject any overall budget or capital expenditure approved by the Executive Board within thirty (30)

days after the Unit Owners are given notice of the approval of such budget or capital expenditure by the Executive Board. Such notice shall be given by the Executive Board promptly after approval.

13.11 Payment of Common Expenses. Each Unit Owner shall pay the General Common Expenses and Limited Expenses assessed by the Executive Board pursuant to the provisions of this Article 13, without any abatement, offset or deduction whatsoever. All sums assessed by the Association as an annual or special assessment, together with such interest and penalties as are provided for herein or in the Rules and Regulations, 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 the Act. No Unit Owner may exempt himself or herself from liability for his or her contribution toward Common Expenses by waiver or denial of the use or enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the General Common Expenses and/or Limited Expenses assessed against his or her Unit subsequent to the date of recordation of a conveyance by him or her in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his or her proportionate share of the General Common Expenses and/or Limited Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore.

13.12 Collection of Assessments.

(a) As provided above and in the Act, the Association shall have a lien on each Unit for any unpaid General Common Expense assessments and/or Limited Expense assessments, together with interest thereon. Reasonable attorney's fees and costs (including reasonable fees and costs in appellate proceedings) incurred by the Association incident to the collection of any such assessments or the enforcement of such lien, together with sums advanced or paid by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien. A Unit Owner is also personally liable to the Association for unpaid Common Expense assessments and/or Limited Expense assessments and reasonable fees and costs which are incurred during the period that the Unit is owned by such Unit Owner.

(b) The Executive Board may take such action as it deems appropriate to collect Common Expense assessments and/or Limited Expense assessments by personal legal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, as it shall so determine. Notice of the default and such action may be given by the Executive Board to the holder of any mortgage liens on the Unit. Said lien shall be effective from and after the time the Common Expense assessment or Limited Expense assessment becomes due, and shall have priorities established by the Act. Subject to the provisions contained in the Act regarding lien priorities and the provisions of this Declaration regarding Posted Mortgages on Units, recording of this Declaration of Community shall constitute record notice and perfection of the lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to the Act that have not been reduced to liens against a Unit at the time of recordation of a Posted Mortgage, shall be subordinate to the lien of a Posted Mortgage on a Unit, except as provided in the Act.

(c) The Executive Board may impose an administrative late charge and a system of fines and/or interest in such amounts and at such rates as may be determined from time to time by the Executive Board for charges and assessments not received when due. Notice of such determinations shall be given to the Unit Owners promptly after being made by the Executive Board.

(d) Payments received shall be applied first to sums outstanding for the longest time notwithstanding instructions from Unit Owners by endorsement or otherwise to the contrary. Sums payable to the Association shall not be abated or reduced and no offsets shall be permitted by reason of sums due or claimed to be due from the Association or any act or failure to act by the Association or any Unit Owner.

(e) In the event that any Unit Owner has leased his or her Unit and shall fail to pay any assessment for Common Expenses made against such Unit, and such failure to pay continues for thirty (30) days, the Executive Board may so notify the lessee of such Unit in writing of the amount(s) due, and all rental payments accruing thereafter shall be paid by such lessee to the Executive Board, up to the amount(s) shown to be due from the Unit Owner in the Executive Board's notice. All amounts so paid by the lessee shall be credited against and shall offset the corresponding rental installment due to the Unit Owner, and under no circumstances will the lessee be obligated to pay to the

Executive Board any amount for unpaid assessments during any one month which is in excess of the rental payment due from the lessee for such month.

13.13 Statement of Common Expenses. Within fifteen (15) days following written request, the Executive Board shall provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same with a written statement of all unpaid assessments for Common Expenses and other charges due from such Unit Owner to the Association as of the date stated in the statement. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

13.14 Surplus. The budget of the Association shall segregate and separately identify Limited Expenses and General Common Expenses. Any amounts accumulated from assessments for expenses in excess of the amount required for actual expenses and reserves for future expenses shall be credited equally to all Unit Owners in accordance with the Common Expense Liability, said credits to be applied to the next monthly payments of expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

13.15 Accounting: On or before the first (1st) day of April of each calendar year, the Executive Board shall supply to all Unit Owners an itemized accounting of the General Common Expenses and Limited Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and any income from other sources and showing the net excess or deficit of income over expenditures plus reserves.

13.16 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or monthly installments of assessments for at least sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other charges and monthly installments of assessments to become due for the next twelve (12) months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget is in effect for the following year; provided, however, a foreclosing Posted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

13.17 Collection Charges. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, 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 13.2 above.

13.18 Confession of Judgment. IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENTS, TO THE EXTENT PERMITTED BY LAW, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS OR HER UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS, OR THE ASSOCIATION'S ATTORNEYS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S) OR INSTALLMENTS THEREOF, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 13 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

ARTICLE XIV

SALE AND LEASING OF UNITS

14.1 Leasing Restrictions. The Unit Owners desire to maintain the quality and residential character of the Property and the value of their Units. The provisions of this Article 14 are intended to help achieve this purpose. A Unit Owner may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that (except for a lease made by Declarant or Permitted Mortgagee which is either in possession or is a

purchaser at judicial sale): (1) no Unit may be leased for transient or hotel purposes or for an initial term of less than thirty (30) days; (2) no Unit may be leased without a written lease; (3) Unit Owners shall be fully and completely responsible for the acts of their lessees; and (4) the rights of any lessee of the Unit shall be subject to, each such lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations; (5) no leased Unit may be occupied by more than the number of persons equal to twice the number of bedrooms located in the Unit; (6) the Association may request and receive a copy of the lease or sublease; (7) the Unit Owner shall advise the Executive Board in writing of any change in the status of the leased Unit; and (8) the Association may request the name(s) of all tenants including the tenants' family members who will occupy the unit.

14.2 Violations by Lessees. All Unit Owners are subject to fines and assessments which constitute liens against their Units due to the violation of the requirements in this Declaration or the Community Rules and Regulations by their lessee(s).

14.3 Lease and Contract Provisions. All leases and agreements of sale or deeds to a Unit shall be deemed to provide (even if not expressed therein) that as between the Association and the prospective purchaser/lessee, the subject Unit is being transferred with the Unit and the Common Elements in their then "as-is" condition and state of repair. The Association, its Board members, officers, agents, employees and representatives, make no warranties whatsoever regarding the subject Unit, the buildings, the Common Elements or other Units or parts of the Community, or any services, utilities, or conditions in or upon each of the foregoing. This exclusion of warranties includes all warranties whatsoever, whether express, implied, statutory, or otherwise. The obligations of the Association, its Board members, officers, agents, employees and representatives, are limited to those set forth in this Declaration, the Bylaws, and Rules and Regulations adopted pursuant hereto.

14.4 Transfer Assessment Upon Re-sales. There shall be a capital improvement fee on the resale or transfer of a Unit in accordance with the following:

(a) The capital improvement fee shall be equal to three (3) times the regular monthly assessments for Common Expenses charged to such Unit during the most recently completed fiscal year of the Association;

(b) Capital improvement fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit.

(c) Capital improvement fees shall be maintained in a separate account and may be expended only for new capital improvements or replacement of existing Common Elements, improvements on the Common Elements and may not be expended for operation, maintenance or other purposes; and

(d) No capital improvement fee shall be imposed on any gratuitous transfer of a Unit between spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale, judicial sale or deed in lieu of foreclosure to a Posted Mortgage.

ARTICLE XV

INSURANCE; RELEASES; RESTORATION

15.1 General Provisions.

(a) Authority, Liability and Notice. Except as otherwise provided in Section 15.5, all insurance policies relating to the Property shall be purchased by the Executive Board and the cost thereof shall be allocated as provided in Article XIII. The Board, the managing agent and the Declarant shall not be liable for failure to obtain any coverages required by this Article XV or for any loss or damage resulting from such failure: (i) if such failure is due to the unavailability of such coverages from reputable insurance companies; (ii) if such coverages are so available only at demonstrably unreasonable cost; or (iii) if the Association's insurance professionals advise that the coverages required by paragraph (2) of Section 15.2(b) are not necessary. The Board shall promptly furnish to each Unit Owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Association, in compliance with the Act.

(b) Policy Requirements.

(1) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the Commonwealth of Pennsylvania. Physical damage policies shall be in form and substance and with carriers to which there has been no objection from a majority of the Posted Mortgagees.

(2) The deductible or self-insured retention (if any) on any insurance policy purchased by the Executive Board shall be a Common Expense (or a Limited Common Expense, as appropriate); provided, however, that the Association may assess any deductible amount necessitated by the act, neglect or carelessness for which a Unit Owner is responsible against such Unit Owner.

(3) The Declarant, so long as Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner. The coverage provided to the Declarant under the insurance policies obtained in compliance with this Article XV shall not be deemed to protect or be for the benefit of any general contractor engaged by the Declarant nor shall such coverage be deemed to protect the Declarant against liability for (or waive any rights with respect to) warranty claims.

(4) Each such policy shall provide that:

(i) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Executive Board, the managing agent or the Unit Owners, and their respective guests, invitees, tenants, agents and employees and, in the case of the Unit Owners, the members of their households;

(ii) Such policy shall not be cancelled, invalidated or suspended due to the conduct of any Unit Owner (including the members of such Unit Owner's household and such Unit Owner's guests, invitees, tenants, agents and employees) or of any member, officer or employee of the Board or the managing agent without a prior demand in writing that the Board or the managing agent cure the defect and neither shall have so cured such defect within sixty (60) days after such demand;

(iii) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Executive Board, the managing agent, as to liability insurance, flood insurance (if applicable), pressure, mechanical and electrical equipment, including air conditioning equipment, coverage and director's and officer's liability only, and all Permitted Mortgagees;

(iv) The Association is the "First Named Insured" under the policy.

(c) Required Types of Insurance. The Association shall obtain and maintain the following insurance:

(1) Fire and Casualty. A blanket policy of special peril coverage fire and casualty insurance, insuring against loss (without deduction for depreciation) from physical damage to the Commonly Insured Property. Coverage shall not be at less than the full replacement value of the Commonly Insured Property (excluding foundations and footings, except for earthquake coverage), including costs due to changes in building codes, regulations and similar laws. Such fire and casualty insurance may contain reasonable "deductibles" approved by the Executive Board, which shall not exceed the lesser of (a) five percent (5%) of the replacement cost of the property insured or (b) the maximum amount permitted by FNMA and FHLMC. All casualty insurance policies shall comply with the following:

Casualty insurance obtained by the Association shall be special peril form, with vandalism and malicious mischief endorsements, insuring the Commonly Insured Property together with all service machinery, equipment and facilities contained within the Buildings. Such casualty insurance shall cover the interests of the Association, the Executive Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Commonly Insured Property (exclusive of foundations and footings, except for earthquake coverage). Such casualty insurance shall include boiler and machinery insurance,

plate glass insurance and water damage insurance to the extent the Executive Board determines necessary, and such other insurance as the Board determines appropriate.

All policies of casualty insurance shall contain to the extent obtainable, waivers of subrogation and waivers of any defense based on (w) co-insurance; (x) other insurance; (y) invalidity arising from any acts of the insured; and (z) pro rata reduction of liability. Duplicate originals or certificates of insurance of all policies of casualty insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all Unit Owners, and Permitted Mortgagees who request such, at least ten (10) days prior to expiration of the then current policies.

Whenever any improvements are or alterations are in the course of construction, the insurance required under this subsection, to the extent appropriate, shall be carried by the Association in builder's risk form written on a completed value basis, insuring against loss to the extent of at least the full replacement value of the Commonly Insured Property (excluding foundations and footings, except for earthquake coverage) of that which is being covered.

Such policy shall also provide:

(a) a waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to the Declaration not to do so; and

(b) the following endorsements (or equivalent): (A) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively; nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Community over which the insured, or the Unit Owners collectively, have no control); (B) ordinance/law coverage for (i) the "cost of demolition" of the undamaged portion of the Property; (ii) "contingent liability from operation of building laws or codes"; and (iii) "increased cost of construction"; (C) "Community replacement cost"; (D) "inflation guard"; and (E) "agreed amount" or elimination of "coinsurance" clause.

(2) Liability Insurance. The Executive Board shall obtain and maintain comprehensive general liability (including libel, slander, false arrest and invasion of privacy coverage) and property damage liability insurance in such limits as the Board may from time to time determine, insuring each Board member and officer, the managing agent, each Unit Owner and the employees of the Association against any liability to the public or to the Unit Owners (and their guests, invitees, tenants, agents and employees) arising out of, or incident to the ownership or use of the Common Elements. Such insurance shall be issued on a commercial general liability basis and shall contain: (1) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; (2) hired and non-owned vehicle coverage; (3) host liquor liability coverage with respect to events sponsored by the Association; (4) products and completed operations coverage; and (5) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a Unit Owner because of negligent acts of the Association or of another Unit Owner. The Board shall also obtain advertising injury liability insurance. The Board shall review such limits regularly, but in no event shall such insurance be less than \$1,000,000 Constant Dollars covering all claims for bodily injury, property damage, personal injury and advertising injury. This coverage, or a separate policy, shall also contain protection for the Association if it operates a website or conducts business using the website, email or similar means. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits shall also be obtained so that the total of the primary and excess limits are in an amount not less than \$2,000,000 Constant Dollars.

(3) Workers' Compensation. Workers' compensation insurance for employees of the Association to the extent required by law (including a voluntary employees endorsement and an "all states" endorsement); the Association shall obtain a Certificate of Insurance naming it as an additional insured in regard to workers' compensation claims from any independent contractor who performs any service for the Association, if practicable;

(4) Fidelity. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Board members, trustees and employees of the Association and all others who handle, or are responsible for

handling, funds of the Association, including the managing agent. Such fidelity bonds shall: (i) name the Association as an obligee; (ii) be written in an amount not less than one-half the total annual Community assessments for the year or the amount required by the Posted Mortgagees, FNMA or FHLMC, whichever is greatest; (iii) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) may provide that the managing agent is an insured under the policy.

(5) Directors Officers Liability Insurance. Directors and officers liability insurance in an amount not less than \$1,000,000 Constant Dollars including coverage for the Association, Board members, officers, committee members and employees. The policy may also provide that the managing agent is an insured under the policy except with respect to claims that the managing agent may file against the Association or that the Association may file against the managing agent. Such coverage, to the extent available, shall include non-monetary damages, breach of contract, fair housing disputes and allegations of wrongful purchase of the insurance program in form, content or amount

(6) Plate Glass. Plate Glass insurance to the extent and in such amounts as the Board determines appropriate under the circumstances; and

(7) Other. Such other insurance, as the Board, in its discretion, considers necessary or advisable.

15.2 Appointment of Agent for Insurance Matters. Each Unit Owner is deemed to have appointed the Association or any insurance trustee designated by the Association to act on behalf of the Owners and the Community Associations in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the Unit Owners in any proceeding, negotiation, settlement or agreement.

15.3 Powers; Procedures. Subject to Section 15.8 below, the Executive Board shall have the full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages and to execute and deliver releases therefor upon payment of the agreed settlement for such claims. The Executive Board shall adopt policies and procedures for filing and processing of claims for damage and destruction of Commonly Insured Property or any other matters covered by insurance maintained by the Association.

15.4 Release of Insured Risks. The Association and its officers, Executive Board members and Unit Owners hereby release the Association, the Unit Owners (including Declarant), tenants, occupants and mortgagees of Units and the successors and assignees of such parties, from any liability for injury to any person, or damage to property that is caused by or results from any risk insured against under any valid and collectible insurance policy carried by the Association which contains a waiver of subrogation by the insurer and is in force at the time of such injury or damage.

15.5 No Liability for Failure to Purchase. The Association, and its Executive Board members and officers, shall have no liability to any Unit Owner, the Association, or mortgagee if, after a good faith effort, it is unable to obtain the insurance required hereunder, because the insurance is no longer available or, if available, cannot be obtained because the Unit Owners have failed to fund the insurance premiums. In such event, the Board immediately shall notify each Unit Owner and any mortgagee entitled to notice that the insurance will not be obtained or renewed.

15.6 No Separate Insurance. No Unit Owner shall separately insure any Commonly Insured Property against loss by fire or other casualty covered by any insurance carried by the Association. If any Unit Owner violates this provision, any diminution in insurance proceeds otherwise payable under the Association's policies that results from the existence of such other insurance will be chargeable to the Unit Owner who acquired such other insurance.

15.7 Periodic Review. The Executive Board shall periodically (and not less than once every three (3) years) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

15.8 Insurance Trustee. All physical damage insurance policies purchased by the Executive Board shall be for the benefit of and name as insured the Association for the use and benefit of the Unit Owners and their Posted Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$250,000 Constant Dollars, then all such proceeds shall be paid in trust to such lending institution in the Philadelphia area with trust powers as may be designated by the Executive Board (which trustee is herein referred to as the “**Insurance Trustee**”) and the policy loss payable provision shall provide that such proceeds are payable to the Insurance Trustee as trustee for each Unit Owner and each Unit’s mortgagees. If such proceeds do not exceed \$250,000 Constant Dollars, then the policy loss payable provision shall provide that all such proceeds shall be paid to the Executive Board to be applied pursuant to this Declaration and the Act as trustee for each Unit Owner and each Unit’s mortgagee(s). If proceeds are payable to the Insurance Trustee, the Executive Board shall enter into an Insurance Trust Agreement with the Insurance Trustee which may provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form of contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies or for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration and the Act, for the benefit of the insureds and their beneficiaries thereunder.

15.9 Unit Owner Insurance.

(a) Required Coverage. Each Unit Owner shall obtain insurance for such Unit Owner's benefit, at such Unit Owner's expense, covering the entire Unit and such Unit Owner's personal property and betterments and improvements in the Unit and also covering personal liability and property damage occurring on or about the Owner's Unit. Each Unit Owner shall be individually and solely responsible to obtain, at the Unit Owner's expense, property and casualty insurance insuring all parts of the Home against physical loss by fire, storm and other damages customarily insured against. Such personal insurance shall also include coverage for "loss assessment" that may be levied by the Association against the Unit Owner (including loss assessment for Association insurance deductibles and retentions) and shall provide protections for the Unit Owner for any permitted home business pursuits. The Association shall have no insurance responsibility with respect to any Unit or Home or the contents thereof. The Association shall not be responsible for any claim for loss of business, income, clients, reputation or other loss from a permitted home business use because of any damage or claim (insured or otherwise) to the Common Elements or arising from actions of the Association, the Board, committee members or the managing agent. The Association may promulgate Rules and Regulations setting forth requirements to be satisfied by any insurance policies obtained by Unit Owners with respect to their Units and Homes.

(b) Failure to Obtain. If a Unit Owner fails to obtain and provide proof to the Association of the insurance coverage required by this Section, the Board may purchase such insurance coverage on such Unit Owner's behalf and assess the Unit Owner for the cost thereof. The Declarant, the Association and the Board shall not be held liable for the failure of any Unit Owner to purchase insurance or for not purchasing such insurance on the Unit Owner's behalf.

15.10 Unit Owner Liability.

(a) Liability for Damages and Misconduct. Notwithstanding any other provision of this Declaration, each Unit Owner shall be responsible for any expenses resulting from damages done to a Unit, the Common Elements of the Limited Common Elements by that Owner or a tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or tenant, or as a result of the failure of or failure to Maintain any fixture, equipment, appliance or appurtenance which the Owner is responsible to Maintain under the terms of the Declaration, or from any misconduct by that Owner or a tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or tenant. The charges for repair or replacement of any damage in excess of insurance proceeds available to the Association under policies of insurance issued to the Association and the expenses resulting from any such misconduct caused thereby shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other assessments.

(b) Liability for Uninsured Amounts. Notwithstanding any other provision of this Declaration, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

Liability for the amount of damage otherwise uninsured shall be the responsibility of an individual Unit Owner where the damage results from a negligent or intentional action or omission by an Owner, or that Owner's tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or tenant, or from the failure of or failure to Maintain any portion of the Unit, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to Maintain in good working order and condition.

Except where the damage is a result of the sole fault of the Association, the liability for the amount of damage shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to damage to that Owner's Unit or the Limited Common Elements assigned to that Owner's Unit.

Except as provided in subparagraphs (a) and (b), or where the damage is a result of the sole fault of the Association, liability for the amount of damage shall be pro-rated between the Association and any involved Unit Owners in proportion to the relative amounts of damage to the Common Elements and to each of the affected Units, including the Limited Common Elements assigned to such Unit or Units, where the damage involves both the Common Elements and/or one or more Units or the Limited Common Elements assigned to a Unit or Units.

15.11 Damage or Destruction; Restoration.

(a) Definitions of Significant Damage, Restore, Emergency Work.

As used in this Article, the term "**Significant Damage**" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to Maintain : (a) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

As used in this Article, the term "**Restore**" means to repair, reconstruct, rebuild or restore the Building or improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

As used in this Article, the term "**Emergency Work**" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Unit Owners from liability arising out of the condition of the Property.

(b) Initial Board Determinations. In the event of Significant Damage to any part of the Property, the Board shall promptly, and, unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations, employing any advice the Board deems advisable:

(i) The nature and extent of the Significant Damage, together with an inventory of the improvements and the portion of the Property directly affected.

(ii) A reasonably reliable estimate of the cost to Restore the Significant Damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

(iii) The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

(iv) The amount, if any, that the estimated cost to Restore exceeds the anticipated insurance proceeds available and the amount of assessment to each Unit if the excess was paid as a Common Expense and specially assessed against all the Units equally.

(v) The Board's recommendation as to whether the Association should Restore the Significant Damage.

(c) Notice of Significant Damage. The Board shall promptly, and unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, provide each Unit Owner, and each Posted Mortgagee with a written notice summarizing the initial Board determinations. If the Board fails to do so within the ninety (90) day period, then any Unit Owner or Posted Mortgagee may make the determinations required and give the notice required under this Section.

(d) Repair of Non-Significant Damage. In the event of damage or destruction to all or a part of the Property which the Board is responsible to Restore, which is not determined by the Board to constitute Significant Damage, the Board shall promptly arrange to Restore, which shall be conducted in accordance with the original plans for the Building. The insurance proceeds, if any, shall be applied to the cost to Restore, and the balance of the costs to Restore, if any, shall be assessed against the Unit Owners responsible for the same, or paid as a Common Expense of the Association, or prorated between individual Unit Owners and the Association.

(e) Restoration of Significant Damage.

(i) Unless prior to the commencement of the work to Restore (other than Emergency Work referred to in Section 15.11(a)) the Unit Owners shall have decided not to Restore in accordance with the provisions of this Section, the Board shall promptly Restore the Significant Damage, use the available insurance proceeds for that purpose, and pay for the actual cost to Restore in excess of insurance proceeds. Except to the extent otherwise provided in this Declaration, the costs to Restore shall be a Common Expense which shall be specially assessed against all Units in proportion to their respective Common Expense Liability.

(ii) The Board shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take any other action reasonably necessary to Restore. Contracts to Restore shall be awarded when the Board, by means of insurance proceeds and sufficient assessments or appropriate reserves, has provision for the costs of the work to be done under the contracts. The Board may authorize the insurance carrier to proceed to Restore upon satisfaction of the Board that the work will be appropriately carried out.

(f) Limited Damage: Assessment Under Ten Percent (10%) of Fair Market Value. If the amount of the estimated special assessment determined does not exceed Ten Percent (10%) of the fair market value of any Unit before the damage occurred, utilizing the determination thereof by multiplying the then current assessed value of the Unit for property tax purposes by the Common Level as determinative of fair market value, then the provisions of this Section shall apply.

The Board may, but shall not be required to, call a special Unit Owners' meeting to consider the Restoration. If a special Unit Owner's meeting is called, notice of the meeting shall be given simultaneously with the notice required to be given by the Board. If the Board fails to call a meeting, then the requisite number of Unit Owners or any Posted Mortgagee, within fifteen (15) days of receipt of the notice given by the Board, or within fifteen (15) days of the expiration of the thirty (30) day period, whichever is less, may call a special Unit Owners' meeting to consider the Restoration. Any meeting called as provided in this paragraph shall be convened not less than ten (10) nor more than twenty (20) days after the date of the notice of meeting.

Except for Emergency Work, no work to Restore shall be commenced until after the expiration of the notice period set forth in the preceding paragraph and until after the conclusion of the special meeting if a meeting is called within the requisite period.

A unanimous written decision of the Unit Owners and Posted Mortgagees will be required to determine not to Restore the Significant Damage in accordance with the Plats and Plans. The failure of the Board, the requisite number of Unit Owners or a Posted Mortgagee to call for a special meeting at the time or in the manner shall be deemed a unanimous decision to undertake the Restoration.

(g) Major Damage: Assessment Over Ten Percent (10%) of Fair Market Value. If the amount of the estimated assessment determined exceeds Ten Percent (10%) of the fair market value of any Unit before the damage occurred determined, then the provisions of this Section shall apply:

The Board shall promptly, and unless prevented by causes beyond its control, within ninety (90) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, provide written notice of a special Unit Owners' meeting to consider Restoration of the Significant Damage. The notice of meeting shall be delivered with the notices required to be provided. If the Board fails to do so within the ninety (90) day period, then notwithstanding the provisions of this Declaration or the Bylaws with respect to calling special meetings, any Unit Owner or Posted Mortgagee may, within fifteen (15) days of the expiration of the ninety (90) day period, or within fifteen (15) days of receipt of the notice required to be provided by the Board, whichever is less, call a special meeting of the Unit Owners to consider Restoration of the Significant Damage by providing written notice of the meeting to all Unit Owners and Posted Mortgagees. Any meeting held shall be called by written notice and shall be convened not less than ten (10) nor more than twenty (20) days from the date of the notice of meeting.

Except for Emergency Work, no work to Restore shall be commenced until the conclusion of the special Unit Owners' meeting required under paragraph (a).

A concurrence in writing of more than eighty percent (80%) of the Posted Mortgagees (based upon one vote for each Posted Mortgage held), and more than eighty percent (80%) of the Owners of the Units will be required to determine not to Restore the Significant Damage. The failure to obtain such concurrence in writing shall be deemed a decision to Restore the Significant Damage in accordance with the Plats and Plans. The failure of the Board, or Unit Owners or Posted Mortgagees to convene the special meeting required under paragraph (a) within one hundred and fifty (150) days after the date of Significant Damage shall be deemed a unanimous decision not to undertake the Restoration.

(h) Decision Not to Restore: Disposition. In the event of a decision not to Restore any Significant Damage, the Board may nevertheless expend any of the insurance proceeds and Association funds as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed Building or portions thereof and clearing, filling and grading the real property), and the remaining funds, if any, and the provisions of the Act shall apply.

(i) Repair to Units. The Unit Owners shall Restore all improvements and facilities located within their respective Units.

(j) Agreed Upon Procedures. The provisions of this Section shall constitute the procedure by which a determination is made by the Unit Owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the Property, each Unit Owner and party claiming by, through or under the Unit Owner hereby consents and agrees to the provisions of this Article. If any provision of this Article is determined to be invalid or unenforceable by any court of competent jurisdiction, the determination shall not affect the validity of any other provision of this Declaration. The purpose of this Article is to provide a fair and equitable method of allocating the costs of Restoration if all or a portion of the improvements suffer Significant Damage. The provisions of this Article shall be liberally construed to accomplish that purpose. By unanimous vote of the Unit Owners, taken within ninety (90) days after the Significant Damage, the Unit Owners may determine to do otherwise than provided in this Article.

15.12 Insurance Expenses. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Executive Board, fees and expenses of an Insurance Trustee, if any, and the cost of any appraisals which the Executive Board deems advisable in connection with any insurance, shall be Common Expenses.

15.13 Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty, and the sums received by the Executive Board or Insurance Trustee from collections of assessments against

Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs to Restore in the following manner:

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

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

(b) Surplus. It shall be presumed that the first monies disbursed in payment of the cost to Restore shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs to Restore for which the fund is established, such balance shall be used first to reimburse Unit Owners for sums paid to cover shortfalls as set forth above in proportion to the sums so paid until full reimbursement, and any remaining balance shall be divided among all Unit Owners equally and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

(c) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be Restored; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are more or less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request

ARTICLE XVI

LIMITATION OF LIABILITY

16.1 Fiduciary Duty. 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.

16.2 Good Faith Reliance. In performing his or her 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:

(a) 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.

(b) 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.

(c) 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 or she has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

16.3 Limited Liability.

(a) The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 16.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interests of the Association.

(d) To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

(e) To the extent permitted under Pennsylvania law, each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his being having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this subparagraph (e) shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

(f) The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in subparagraph (e) above, if and to the extent available.

ARTICLE XVII

RIGHTS OF DECLARANT AND TOWNSHIP

17.1 Control.

(a) Until the 60th day after conveyance of 25% of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and the three members of the Executive

Board. Not later than such 60th day, an election shall be held to elect one (1) additional member of the Executive Board by Unit Owners other than Declarant. Declarant may not unilaterally remove any member of the Executive Board elected by Unit Owners other than those appointed by Declarant.

(b) Not later than 60 days after the conveyance of 50% of the Units to Unit Owners other than Declarant, another election shall be held to elect one (1) additional member of the Executive Board by Unit Owners other than Declarant, after which the Executive Board will consist of five (5) members.

(c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 75% of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect five (5) members of the Executive Board in accordance with the Bylaws.

17.2 Provisions Benefiting the Township.

(a) Township as Beneficiary. In accordance with the terms and conditions of the Pennsylvania Municipalities Planning Code ("MPC"), the Township shall be a third party beneficiary of the provisions of this Declaration requiring the Association to maintain the Common Elements and Limited Common Elements, as appropriate, and of the provisions of those documents recorded against the Property which impose restrictions or obligations upon the Association or the Owners of Units, including, without limitation, the Township Agreement.

(b) Rights of Township. The Township shall have the same rights (but not the obligations) as the Declarant provided for herein, including, but not limited to the right (but not the obligation) to compel the maintenance of the Common Elements and, as appropriate, the Limited Common Elements and the compliance with the restrictions and obligations set forth in the Improvements Agreement or any other recorded document or plan, and in the event of the failure of the Association or any Owner of a Unit to fulfill its obligations with respect thereto, the Township, after providing the Association or such Unit Owner, as the case may be, with written notice and a period of thirty (30) days to cure any failure to maintain the Common Elements Limited Common Elements, as the case may be, or to comply with such restrictions or obligations (provided, however, that no notice shall be required in the event of an emergency), shall have the right (but not the obligation) to perform such obligations or cure such violations and be reimbursed for all expenses incurred; and the amount of any expenses incurred by the Township shall be a lien against the Unit(s) whose Owner(s) have not paid the assessments levied against them by the Township for the cost of maintaining the Common Elements or complying with the restrictions or obligations.

17.3 Declarant's Protective Provisions. After control of the Board has become vested in the Unit Owners, and for so long as the Declarant owns and holds at least one (1) Unit in the Development for sale in the ordinary course of business and/or has the right to develop additional Units on the Convertible Real Estate, the following shall apply:

(a) Neither the Association nor the Executive Board shall affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the construction, marketing, completion or sale of Units, warranty correction of any defects or the provisions herein regarding assessments.

(b) The Association and the Executive Board shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association by the Unit Owners.

(c) In furtherance of the foregoing provisions, the Declarant shall have the right to veto any and all actions of the Association or the Executive Board which may have any direct or indirect detrimental impact upon the Declarant as may be determined in the discretion of the Declarant.

(d) The Declarant shall exercise its veto right within ten (10) days after its receipt of notice that a resolution or other action is proposed or has been taken by the Association or the Executive Board. In such event, the Declarant shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be deemed null and void ab initio and of no further force and effect.

17.4 Declarant's Marketing Rights. In addition to other rights of use set forth in this Declaration, pursuant to the Act, Declarant may maintain such Declarant Offices in the Common Elements as Declarant, in its sole discretion, deems necessary in connection with the management of the Community and the construction, sale or leasing of Units in the Community. Declarant's right to maintain the foregoing shall terminate automatically upon the conveyance of title to the last Unit owned by Declarant to a Person other than a Declarant. Such Declarant Offices shall be located in the Common Elements and various Units at the discretion of Declarant and may be relocated at any time and from time to time, at which time, or upon such use ceasing, all furnishings, fixtures and equipment may be removed therefrom. The Declarant Offices in or on the Common Elements will not exceed 10,000 square feet in the aggregate.

ARTICLE XVIII

TIME SHARES

18.1 Limitation. No Units may be owned in time-share estates.

ARTICLE XIX

ARBITRATION

19.1 Disputes. Except for disputes relating to a claim by the Association against a Unit Owner for collection of Common Expense assessments or for any violation of the Community Documents (each of which shall be governed by the Community Documents and/or the Act, as applicable), any claim between or among the Association, any Unit Owner or Owners, the Declarant or any director, officer, partner, employer, subcontractor or agent of Declarant, the Executive Board or any officer or Executive Board member, and relating to this Declaration, the use or condition of the Property, and/or the design, construction and installation of any buildings or other improvements located thereon or therein other than disputes regarding claims by the Association against a Unit Owner for collection of Common Expense assessment (any of which is called an "Association Claim") shall be subject to the following provisions in this Article:

(a) Notice. Any person or entity with an Association Claim (the "Claimant") shall notify the adverse party or parties (collectively, the "Adverse Party") in writing of the claim, which writing shall describe the nature of the claim and the proposed remedy (the "Claim Notice").

(b) Right to Inspect and Right to Corrective Action. Within a reasonable period after receipt by the Adverse Party of the Claim Notice, which period shall not exceed sixty (60) days, the Adverse Party and the Claimant shall meet at a mutually-acceptable place within the Property to discuss the claim. At such meeting or at such other mutually-agreeable time, the Adverse Party and its representative shall have full access to the portion of the Property that is subject to the claim for the purposes of inspection thereof. The parties shall negotiate in good faith in an attempt to resolve the Claim. If the Adverse Party elects to take any corrective action to which the Claimant has consented, the Adverse Party and its representatives and agents shall be provided full access to the Property to take and complete such corrective action.

(c) Non-Binding Mediation.

(1) If the parties cannot fully resolve the Association Claim pursuant to the procedures described in Section 19.1(b) above, the unresolved portion of the Association Claim shall be submitted to non-binding mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other entity offering mediation services that is acceptable to the parties. No person shall serve as a mediator in any dispute in which such person has any financial or personal interest in the result of the mediation, except with the written consent of all parties. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt commencement of the mediation process.

(2) Within ten days after the selection of the mediator, each party shall submit a brief memorandum setting forth its position with regard to the issue or issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties shall attend unless otherwise agreed. The mediation shall commence within ten days following the submittal of all such memoranda and shall conclude within fifteen days from the commencement of the mediation unless the parties mutually agree to extend the mediation period. The mediation shall be held in the county in which the Property is located or at such other place as is mutually acceptable to the parties.

(3) The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral or written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, if the parties agree and assume the expenses of obtaining such advice. The mediator does not have the authority to impose a settlement on the parties.

(4) Prior to the commencement of the mediation session, the mediator and all parties to the mediation shall execute an agreement for the purpose of excluding the use of any testimony or evidence produced at the mediation in any subsequent dispute resolution forum, including (but not limited to) court proceedings or arbitration hearings. Such agreement shall provide that evidence of anything said or of any admission made in the course of the mediation is not admissible evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given. No document (or copy thereof) prepared for the purpose of, or in the course of, or pursuant to, the mediation shall be admissible in evidence unless such document states otherwise; and disclosure of any such document may not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

(5) Persons other than the parties, their representatives and the mediator may attend mediation sessions only with the permission of all parties and the consent of the mediator. Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in such capacity shall be confidential. There shall be no stenographic record of the mediation process.

(6) The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the expenses of any witnesses, or the cost of any proofs or expert advice, produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise.

(d) Judicial Reference. If the parties cannot fully resolve the Association's Claim pursuant to the procedures described in the foregoing subsections of this Section 19.1, then the provisions of Section 19.2 shall apply.

(e) General. Notwithstanding any other provision herein to the contrary, in any dispute with respect to an Association Claim, each party shall bear its own attorneys' fees. Any and all communications by and between the parties, whether written or oral, which are delivered by the parties or their attorneys or other representatives in an effort to settle an Association Claim shall be considered communications undertaken in the course of effecting a settlement or compromise and as such shall not be admissible as the admission on the part of any party or any representative or agent of that party to be utilized for any such purpose in any action or proceeding. Nothing in this Section 19.1 shall be considered to reduce or extend any applicable statute of limitations or statute of repose.

19.2 Right to Arbitrate. Subject to the provisions of Section 19.2, in the event of an Association Claim, any party to the dispute may serve upon the other parties to the dispute a written notice demanding that the dispute be arbitrated pursuant to this Article 19. Within fifteen (15) days after the giving of a notice to arbitrate, each of the parties to the dispute shall nominate and appoint an arbitrator and shall notify the other party to the controversy in writing of the name and address of the arbitrator so chosen (each of which is hereinafter referred to as a "**Designated Arbitrator**"). Upon the appointment of the Designated Arbitrators, they shall, within ten (10) days after their appointment and before exchanging views as to the question at issue, appoint in writing one additional arbitrator (referred to as the "**Additional Arbitrator**"), and give written notice of such appointment to all parties. In the event that the Designated Arbitrators shall fail to appoint or agree upon such Additional Arbitrator within such ten-day

period, the Additional Arbitrator shall be selected by the parties to the dispute if they so agree upon such Additional Arbitrator within a further period of ten (10) days. If such parties to the dispute do not so agree upon such Additional Arbitrator, then such Additional Arbitrator shall be chosen by the local chapter of the American Arbitration Association or its successor.

19.3 Arbitrator Qualifications. The arbitrators chosen (i) shall be lawyers or real estate professionals with at least seven (7) years' experience in dealing with planned community projects located in Pennsylvania similar to the Community, (ii) who have had both training and experience as arbitrators, and (iii) who are generally available to serve as arbitrators.

19.4 Applicable Rules. The dispute which is the subject of the notice to arbitrate shall be determined by arbitration in Allegheny County in accordance with the Commercial Arbitration Rules of the American Arbitration Association and its Expedited Procedures then in effect. Any issue as to whether or to what extent the matter submitted to arbitration is subject to the arbitration provisions, the applicability of any statute of limitations or other defense relating to the timeliness of the assertion of any claim or any other matter relating to the arbitrability of such claim, shall be decided by the arbitrators. The arbitrators shall base their decision on the terms of the Community Documents, and they shall endeavor to follow the law and judicial precedents which a United States District Judge sitting in the applicable district would apply in the event the matters were litigated in such court. The arbitration shall be governed by the substantive laws of the Commonwealth of Pennsylvania applicable to the Community, without regard to conflicts of law rules; and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). The concurring determination of a majority of such arbitrators shall be binding upon all the parties to the dispute, or, in case a majority of the arbitrators shall not render a concurring determination, then the determination of the Additional Arbitrator shall be binding upon the parties to the dispute. The arbitrators shall render their decision in writing and, unless both parties agree otherwise, shall include the findings of fact and conclusions of law upon which their decision is based. The decision rendered by the arbitrators shall be final and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof in favor of either party consistent herewith.

19.5 Fees and Costs. Except in the event of a settlement between or among the parties to an arbitration, the fees and expenses of the arbitrators and the costs and expenses of arbitration of the prevailing party, including, without limitation, reasonable attorneys' fees, shall be paid by the non-prevailing party. In the event of a settlement between or among the parties, the fees and expenses of the arbitrators shall be borne by the parties in accordance with the terms of the settlement or if not specified, then each party to the settlement shall bear its own costs and expenses.

19.6 Relief. The arbitrators shall have the authority to order or award any provisional remedy or other remedy or relief which would be available from a court of law pending arbitration of the dispute, including but not limited to interim orders or awards. A party may make an application to the arbitrators seeking injunctive or interim relief, and the arbitrators may take whatever injunctive or other interim measures they deem necessary in respect of the subject matter of the dispute, including measures to maintain the status quo or safeguard the property that is the subject matter of the arbitration, until such time as the arbitration award is rendered or the controversy is otherwise resolved. Such interim measures may be taken in the form of an interim award, and the arbitrators may require security for the costs of any such measures.

19.7 Summary Determination. The arbitrators may, pursuant to such terms and procedures as the arbitrators deem appropriate, hear and determine any preliminary issue of law asserted by a party to be dispositive, in whole or in part, of a claim or defense to the same extent that a court could do so pursuant to a motion for summary judgment.

ARTICLE XX

SERIOUS RISKS

20.1 Background and Reasons.

(a) Communal living arrangements require accommodation and cooperation among members. There are and will be competing individual interests, as well as the Community's overall interest, and courts have stated that it is necessary to emphasize the individual's deference to the common good. In the case of *Apple Community*

Ass'n. v. Worth Bank & Trust Co., 659 N.E., 2d 93, 97 (Ill. App. Ct. 1995), the court commented that Community living necessitates restraints on the individual owner's rights. In *Hidden Harbour Estates, Inc. v. Norman*, 309 So.2d 180 (Fla. Dist. Ct. App. 1975), the court proclaimed: "(i)t appears to us that inherent in the Community concept is the principle that to promote the health, happiness and peace of mind of the majority of the unit owners since they are living in such close proximity and using facilities in common, each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in separate, privately owned property. Community unit owners comprise a little democratic subsociety of necessity more restrictive as it pertains to use of Community property than may be existent outside the Community organization."

(b) By the acquisition of their respective Units, the Unit Owners have made a commitment to abide by the requirements of the Community's Declaration, Bylaws and Rules and Regulations unless and until they properly modify such requirements. Such a commitment is fundamental to the protection of both the community and the individual Unit Owners and occupants. If this commitment is ignored or breached, then the community is threatened since each member relies on the other to make good on his or her commitment. If a Unit Owner simply refuses to abide by his or her commitment, then the Unit Owners have agreed that there are compelling reasons to consider expulsion. Although a nonconforming Unit Owner may be subjected to a variety of disciplinary actions, the repeated need to exercise such remedies is burdensome and inefficient. A "Risk Person" (a person guilty of a Serious Risk as defined below) may be willing and able to keep paying fines. A court may award injunctive relief, but the judiciary tries to avoid ongoing, long-term management of the relationship between a Unit Owner and the Association.

(c) If a Unit Owner cannot live in reasonable conformity with the requirements of the Community, such behavior infringes upon the right of the other members of the community to live with persons who embrace the same commitment to the same community scheme. Just as the non-conforming member may claim a right to dissent, the balance of the members may properly claim their right not to associate with a Risk Person. The Association must have the right and obligation to disassociate the member who rejects the commitment to the community. All Unit Owners by purchasing a Unit have voluntarily subjected themselves to these conditions and limitations.

20.2 Serious Risks.

Not all types of nuisances and bothersome behavior constitute serious risks. Some types of nuisances are private annoyances which are beyond the scope of this Article XX. In contrast, serious risks require a high degree of concern, urgency of response and intervention with or by the Association. The following shall constitute "Serious Risks" hereunder whether or not by reason of mental or physical illness or condition, but in recognition of and in compliance with the rights of handicapped persons and other applicable laws and regulations:

(a) Inflicting bodily harm upon others or threatening to inflict such harm with the present ability to effect harm under circumstances which would lead a reasonable person to believe that such threat will be carried out.

(b) Willful destruction of any part of a Unit, Common Elements or personal property.

(c) Acts or omissions which present an immediate and serious danger to the health, safety and welfare of the individual and/or to others.

(d) Using the Unit or Common Elements or allowing such premises to be used for prostitution or illegal sale of drugs or any other criminal or indecent activity.

(e) Persistent unruly behavior in or about the Property and/or at meetings of the Association and/or the Board beyond good faith voicing of objections and exercising First Amendment Rights in an appropriate manner.

(f) Persistent nuisance behavior creating substantial disturbance to others, particularly between the hours of 9:00 P.M. and 8:00 A.M., which materially interferes with the rights, comforts or convenience of other Unit Owners or occupants (this section shall not apply to Declarant's construction activities).

(g) Conviction of a crime involving unlawful use of physical force or a weapon, rape and other felony sex offenses and assault and battery.

(h) Acts or omissions that the Board in good faith determines demonstrate the inability of the Risk Person to continue to live independently and care for himself or herself.

20.3 Enforcement Prior to Eviction.

In the event of the occurrence of a Serious Risk (other violations to be governed by the Rules and Regulations and the Internal Dispute Resolution procedures) the Executive Board shall do the following in the progression listed and at time determined by the Board at its discretion:

(a) Attempt to resolve and prevent the occurrence of any further Serious Risks amicably by personal communications by the manager and/or members of the Board.

(b) Send a warning letter advising that further action may be taken if the Serious Risks are not immediately abated.

(c) Send another warning letter stating that the Serious Risks are not been abated and that Board intervention is imminent.

(d) Issue a summons to appear before the Board to provide the Risk Person with the opportunity to present his or her case as to why possible sanctions should not be imposed. The notice should include a general statement of the proposed action, the date, time and place of the hearing and advise that the Risk Person may be represented and present evidence at the hearing.

(e) Hold the hearing before the Executive Board. During the hearing, the Risk Person may personally, or through his or her representative, present oral testimony or offer written or other evidence (e.g., photographs, video or other evidence). The hearing should be conducted in accordance with reasonable rules and procedures by the Board to assure a prompt and orderly resolution of the matter. The Board should hear evidence of extenuating circumstances to make its determination of whether or not Serious Risks are likely to reoccur.

(f) Issue notice of the Board's decision to the Risk Person in the same manner as the notice of the hearing, including any fines or other penalties.

(g) If applicable, the Board shall impose fines or effect specific performance once the prescribed appeal period expires. The Risk Person may appeal by giving notice thereof to the Executive Board within 20 days after receipt of notice of the Board's decision.

(h) If the Risk Person appeals the decision within the requisite appeal period by providing written notice to the Board, the Board shall call another meeting within 30 days to reconsider the matter. Notice of the appeal meeting shall be communicated to the Risk Person by the same means as the original notice of meeting.

(i) If an appeal is made, the Risk Person is required to produce new or additional evidence supporting his or her position. Reasonable rules and procedures shall be communicated to the Risk Person explaining that the appeal is not intended to rehash previously covered materials and evidence, but instead to address any matters not previously heard or overlooked by the Board. The Risk Person is to be informed that there are no further appeals from the final decision of the Board.

(j) If the appeal is unsuccessful, the Board shall issue another letter communicating its decision and the imposition of the determined sanctions.

(k) If the Risk Person fails or refuses to act upon the Board's demands, the Board or the manager shall commence enforcement actions and give notice to the Risk Person that any future Serious Risk by the Risk Person within one (1) year of the notice shall constitute a "**Post-hearing Serious Risk Event**" hereunder which can lead to eviction as set forth below.

20.4 Eviction Procedures.

(a) In the event of a Post-hearing Serious Risk Event which the Executive Board, or Officer, Manager or an employee reasonably and in good faith believes constitutes an emergency, the Board can take either of the following actions:

(1) Enter the Unit in which the Serious Risk exists and summarily abate and remove, at the expense of the Unit Owner, any structure, thing or condition that is creating a danger or contrary to the intent and meaning of the community constituent documents or decision of the Executive Board including, without limitation, removal of persons and/or pets; or

(2) enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such Serious Risk.

(b) Upon and after the occurrence of a Post-hearing Serious Risk Event, the Association thereafter shall have the right upon notice to the Owner or Owners of the Unit in which the Risk Person resides, to terminate or suspend such Risk Person's right to possession of the Unit (not such Person's ownership interest in the Unit) and right to enter the building.

(c) In addition to, and not in lieu of any of the foregoing rights granted to the Association, WHEN A RISK PERSON'S RIGHT OF POSSESSION SHALL BE TERMINATED OR SUSPENDED BY REASON OF A POST-HEARING SERIOUS RISK EVENT, IT SHALL BE LAWFUL FOR ANY PROTHONOTARY OR ATTORNEY AS ATTORNEY-IN-FACT FOR RISK PERSON TO CONFESS JUDGMENT IN EJECTMENT AGAINST RISK PERSON, WHEREUPON, IF THE ASSOCIATION SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE UNIT REMAIN IN OR BE RESTORED TO RISK PERSON, THE ASSOCIATION SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT POST-HEARING SERIOUS RISK EVENT, AS HEREINBEFORE SET FORTH, TO CONFESS JUDGMENT IN EJECTMENT AS HEREINBEFORE SET FORTH TO TERMINATE OR SUSPEND RISK PERSON'S RIGHTS OF POSSESSION OF THE SAID UNIT.

(d) In any action to confess judgment in ejectment the Association shall first cause to be filed in such action an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be prima facie evidence, and if a true copy of this Declaration (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding. Risk Person releases to the Association and to any and all attorneys who may appear for Risk Person all procedural errors in any proceedings taken by the Association, whether by virtue of the warrants of attorney contained in this Declaration or not, and all liability therefore.

(e) ALL OWNERS AND OCCUPANTS OF UNITS SPECIFICALLY ACKNOWLEDGE THAT THEY VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT HEARING BY AGREEING TO THE TERMS OF THE FOREGOING PARAGRAPHS REGARDING CONFESSION OF JUDGMENT. ALL OWNERS AND OCCUPANTS OF UNITS FURTHER SPECIFICALLY AGREE THAT IN THE EVENT OF A SERIOUS RISK EVENT, THE ASSOCIATION MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION PURSUANT TO A JUDGMENT BY CONFESSION. FURTHERMORE, ALL OWNERS AND OCCUPANTS OF UNITS SPECIFICALLY WAIVE ANY CLAIM AGAINST THE ASSOCIATION AND COUNSEL FOR VIOLATION OF RISK PERSON'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSES PURSUANT TO THIS DECLARATION.

ARTICLE XXI

CONVERTIBLE REAL ESTATE

21.1 Reservation. Declarant hereby explicitly reserves an option, until the tenth (10) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units and Limited Common Elements at any time and from time to time in compliance with the Act without the consent of any Unit Owner or mortgagee. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area shown as such on the Plats and Plans and described as such on Exhibit "D" hereto. There are no other limitations on the option to convert the Convertible Real Estate.

21.2 Assurances; Maximum Number of Units. If all or any portion of the Convertible Real Estate is converted, the Homesites and Homes on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than 133. All Homes to be constructed within the Convertible Real Estate and Units and Limited Common Elements therein will be compatible in quality, size, materials, architectural style and structure type with the Units on other portions of the Property, and the proportion of Limited Common Elements to Units created within the Convertible Real Estate will be approximately equal to the proportions in the other portions of the Community. All restrictions in this Declaration affecting use, occupancy and alienation will apply to Units that are added to the Community. If additional Units are created in the Convertible Real Estate, the voting power and Common Expense Liability appurtenant to each Unit shall be reallocated on the basis of one (1) vote per unit. No individual Units may be further subdivided.

ARTICLE XXII

ARCHITECTURAL REVIEW AND APPROVAL

22.1 Architectural Review and Approval.

(a) Without obtaining approval as provided herein, no building, landscaping (including, but not limited to berming, grading, trees, shrubs, plantings and water features, if any) ("Landscaping"), wall or other structure or improvements shall be commenced, erected, installed or maintained upon a Homesite (other than those features constructed or installed by the Declarant), nor shall any exterior addition, change (including change of external color scheme), replacement or alteration be made to any Home or Homesite (other than alterations or changes or additions installed or constructed by the Declarant) which alters the external appearance of the Home or the Homesite.

(b) An Unit Owner seeking review and approval of the structure or improvements described herein shall submit plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the same, as well as proof of compliance with all applicable codes, laws and ordinances by certified mail to all members of the Architectural Committee.

(c) The Architectural Committee must approve, in writing, with or without conditions, any request received by the Architectural Committee within sixty (60) days after all plans and specifications, including additional information, plans and materials which may have been requested by the Architectural Committee have been submitted, or the request is deemed denied.

(d) In making a determination as to the acceptability of any proposed alteration, change or addition, the Architectural Committee shall consider the effect the alteration, change or addition will have on the Maintenance obligations of the Association, including the costs of fulfilling these obligations. The Architectural Committee shall have the right to impose conditions on any approval given including, without limitation, providing all Maintenance of any such change, addition or alteration and paying to the Association any additional cost that may be incurred by the Association in performing its obligations due to such change, addition or alteration.

(e) The Architectural Committee shall have the right to request additional information, plans and materials concerning any proposed alterations, additions and improvements.

(f) The Architectural Committee, with the approval of the Board, shall have the right to establish design criteria and standards for alterations, additions and improvements within the Property.

(g) Notwithstanding the foregoing, the Architectural Committee shall have the power to grant waivers from architectural design criteria and standards according to procedures and subject to the conditions established by the Board.

(h) The provisions of this Section shall not apply to the Declarant.

(i) Any decision of the Architectural Committee may be appealed by notice in writing to the Board within thirty (30) days of the Committee's decision.

(j) Approval by the Architectural Committee shall not constitute an endorsement or precedent for any design.

(k) Each Owner, subsequent to approval from the Architectural Committee, shall obtain the necessary approvals and permits from the appropriate Township and governmental entities.

(l) As long as the Declarant owns and holds at least one (1) Unit in the Development for sale in the ordinary course of business and/or has the right to develop additional Units on the Convertible Real Estate, Declarant shall have full control over the Architectural Committee. At such time as Declarant owns no Units and there is no additional Convertible Real Estate, the Declarant shall transfer the obligations of the Architectural Committee to the Board.

ARTICLE XXIII

SPECIAL ENFORCEMENT PROVISIONS

23.1 Harassment and Other Abusive Behavior. In an attempt to create a living environment permitting reasonable enjoyment by all residents and to maintain the value of the Units, harassment and other abusive behavior cannot be tolerated. In addition to the rights and remedies of the Association hereunder and at law or in equity, the Association shall have standing to pursue remedies to protect the health and welfare of the Community residents. In addition, fines and other penalties may be imposed by the Association as provided in the Rules and Regulations and, in the case of harassment and other abusive behavior, such fines and penalties may be substantial.

23.2 Conduct at Meetings. It is essential for the efficient and effective transaction of Association business at meetings that all those attending conduct themselves in a businesslike, ethical, and appropriate manner that serves the best interests of the Association as a whole. To that end, all attendees are expected to adhere to the code of conduct determined from time to time by the Executive Board and provisions of the Bylaws at all such meetings. The Association shall have the authority to enforce these rules and such code of conduct using any means available under the Community Documents or law, including removal of those violating such rules from any meetings and future meetings.

23.3 Suspension of Rights. Voting rights and use by occupants of a Unit of the Common Facilities may be suspended by the Executive Board for any period during which any assessment against the Unit remains unpaid; but upon payment of such assessments and any interest accrued thereon, such rights and privileges shall be automatically restored. Further, if Rules and Regulations and provisions of the Bylaws and this Declaration are violated, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. Except in the case of an emergency or a threat of causing a health or safety problem for the Property or for any persons lawfully present upon the Property and except for assessment delinquencies, no such action shall be taken by the Board until the Unit Owner

or other occupant is afforded an opportunity for a hearing consistent with the principles of due process of law as provided from time to time by the Executive Board in the Rules and Regulations.

ARTICLE XXIV

MISCELLANEOUS

24.1 Severability. *If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the Bylaws or any Rules or Regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.*

24.2 Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

24.3 Gender. The feminine or masculine pronoun when used herein shall each include the other gender and the use of the singular shall include the plural.

24.4 Effective Date. This Declaration shall become effective when it has been recorded.

24.5 Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors and assigns.

24.6 Notice. All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or two (2) business days after mailing if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single 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 Executive Board or to the Managing Agent, at the principal office of the 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 Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed on the day and year first above written.

TOA Summer Seat, L.P.

By: TOA Summer Seat Advisors, LLC
its sole General Partner

By: 

Name: Timothy R. McCarthy
Title: Manager

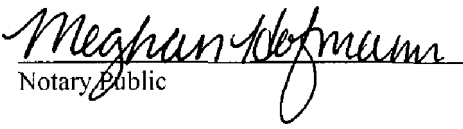
COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF DELAWARE :

On this 21st day of March, 2017, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Timothy R. McCarthy, the Manager of TOA Summer Seat Advisors, LLC, a limited liability company existing under the laws of Pennsylvania, sole general partner of TOA Summer Seat, L.P., a Pennsylvania limited partnership, to me known to be the individual who executed the foregoing instrument, and that he acknowledged the execution thereof to be his free act and deed as officer thereunto duly authorized, and that the said instrument is the act and deed of said limited partnership.

WITNESS my hand and official seal in the above County and State.


Notary Public

My Commission Expires:

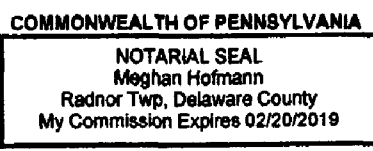


EXHIBIT A

Submitted Real Estate

ALL that certain parcel of land situate in Ohio Township, Allegheny County, Pennsylvania being known two tax parcels 426-F-37-0-1 and a portion of tax parcel 426-B-75 and being further know as Parcel B as shown on the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 pages 156-160 at the Allegheny County Department of Real Estate and being further described as follows to wit:

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in aforesaid Reilly Family Trust Plan of Lots and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following thirteen (13) courses and distances (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angel of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 108.62 feet; (10) North 71 degrees 46 minutes 13 seconds East for a distance of 66.15 feet; (11) North 40 degrees 45 minutes 59 seconds East for a distance of 322.03 feet; (12) North 67 degrees 32 minutes 23 seconds East for a distance of 127.29 feet; (13) North 00 degrees 33 minutes 14 seconds East for a distance of 91.27 feet to a point on a line common with lands now or formerly James & Arelene Lucas; thence along said line and lands of now or formerly Roodney Iannelli and now or formerly Ralph Beck Jr. South 89 degrees 26 minutes 46 seconds East for a distance of 560.84 feet to a point; thence along Lots 1-3 in the William Ruff Plan No.2 as recorded in Plan Book Volume 211 pages 187-188 at the Allegheny County Department of Real Estate and Lot 1 in the William Ruff Plan as recorded in Plan Book Volume 177 pages 134-135 at the Allegheny County Department of Real Estate South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence along Lot 1-R in the Wegner Subdivision Plan as recorded in Plan Book Volume 266 page 1 at the Allegheny County Department of Real Estate and lands now or formerly James & Janet Wenger South 00 degrees 34 minutes 01 seconds East for a distance of 980.16 feet to an existing iron pipe; thence along Parcel C in the Joyce Plan No. 1 as recorded in Plan Book Volume 207 pages 188-189 at the Allegheny County Department of Real Estate, Lot 203 in the Joyce Plan of Lots No. 2 as recorded in Plan Book Volume 236 pages 83-84 at the Allegheny County Department of Real Estate and lands now or formerly Guy & Sharon Miller South 00 degrees 36 minutes 06 seconds East for a distance of 1,029.58 feet to a point; thence along Parcel A in the Harmony Ridge Plan of Lots as recorded in Plan Book Volume 181 pages 88-89 at the Allegheny County Department of Real Estate South 89 degrees 34 minutes 11 seconds West for a distance of 216.96 feet to a point; thence along lands of now or formerly Michael & Erin Joyce and now or formerly Raymond & Barbara Penfield Revocable Living Trust North 35 degrees 36 minutes 09 seconds West for a distance of 1,553.29 feet to a point; thence along said lands of now or formerly Raymond & Barbara Penfield Revocable Living Trust South 87 degrees 48 minutes 30 seconds West for a distance of 175.21 feet to a point; thence along lands now or formerly Joseph & Stacie Dinkel the following two (2) courses and distances (1) North 00 degrees 16 minutes 30 seconds West for a distance of 161.75 feet; (2) South 89 degrees 43 minutes 30 seconds West for a distance of 170.20 feet to a point; thence along lands now or formerly Anna Moore and now or formerly Donna Simmons North 00 degrees 16 minutes 30 seconds West for a distance of 210.00 feet to an existing iron pin; thence along said lands now or formerly Donna Simmons South 89 degrees 43 minutes 30 seconds West for a distance of 60.34 feet to a point; thence along lands of now or formerly Robert & Patricia Altmyer and now or formerly Gerard J. & Gerard M Kaelin North 00 degrees 16 minutes 30 seconds West for a distance of 320.02 feet to a point; thence along lands of said now or formerly Gerard J. & Gerard M Kaelin and now or formerly Dawn Rae Cziczin South 89 degrees 43 minutes 30 seconds West for a distance of 216.40 to a point; thence by the arc of a circle deflecting to the left having a central angle of 100 degrees 30 minutes 00 seconds, a radius of 20.00 feet, an arc length of 35.08 feet and whose chord bears South 39 degrees 28 minutes 30 seconds West for a distance of 30.75 feet to a point on the eastern right-of-way line of Harmony Road, a variable width public right-of-way; thence along said right-of-way the following two (2) courses and distances (1) North 10 degrees

46 minutes 30 seconds West for a distance of 74.90 feet; (2) South 89 degrees 43 minutes 30 seconds West for a distance of 7.96 feet to a point; thence along the right-of-way of aforesaid State Route 4057 the following four (4) courses and distances (1) by the arc of a circle deflecting to the left having a central angle of 10 degrees 02 minutes 45 seconds, a radius of 225.00 feet, an arc length of 39.45 feet and whose chord bears North 02 degrees 22 minutes 53 seconds East for a distance of 39.40 feet; (2) North 02 degrees 38 minutes 30 seconds West for a distance of 32.60 feet; (3) North 04 degrees 22 minutes 54 seconds West for a distance of 194.65 feet; (4) by the arc of a circle deflecting to the left having a central angle of 07 degrees 12 minutes 18 seconds, a radius of 1,025.00 feet, an arc length of 128.89 feet and whose chord bears North 07 degrees 59 minutes 03 seconds West for a distance of 128.81 feet to a point, said point being the true point of beginning.

EXCEPTING tax parcels 426-G-15 (now or formerly David & Christina Degolier) and 426-G-44 (now or formerly Nancy Vulakovic); Beginning at point, said point being the northeastern corner of the Parcel B herein described; thence South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence then through the herein described Parcel B South 89 degrees 43 minutes 30 seconds West for a distance of 378.78 feet to a point, said point being the true point of beginning; thence South 00 degrees 16 minutes 30 seconds East for a distance of 264.89 feet to an existing iron pipe; thence South 81 degrees 28 minutes 29 seconds West for a distance of 160.28 feet to a point; thence North 21 degrees 55 minutes 27 seconds West for a distance of 309.74 feet to a point; thence North 89 degrees 43 minutes 30 seconds East for a distance of 272.90 feet to a point, said point being the true point of beginning.

EXCEPTING tax parcel 426-F-108 (now or formerly William R. & Joanne Jackson); Beginning at point, said point being the northeastern corner of the Parcel B herein described; thence South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence through the herein described Parcel B and along lands of now or formerly David & Christine Degolier South 89 degrees 43 minutes 30 seconds West for a distance of 877.62 feet to a point, said point being the true point of beginning; thence South 21 degrees 55 minutes 27 seconds East for a distance of 343.07 feet to a point; thence South 87 degrees 42 minutes 31 seconds West for a distance of 168.04 feet to a point; thence North 52 degrees 26 minutes 30 seconds West for a distance of 529.50 feet to a point; thence North 89 degrees 43 minutes 30 seconds East for a distance of 459.57 feet to a point, said point being the true point of beginning.

The parcel of land being conveyed containing 66.8738 acres.

EXHIBIT B

Schedule of Units and Common Expense Liability

12 Units

Percentage Interest 8.33333%

Units: 109, 110, 113, 114, 115, 116, 118, 120, 122, 123, 159, 160

<u>Unit</u>	<u>Model Type</u>
109	S- Betsy Ross, One floor
110	S- Washington, One floor
113	S- Washington, Second floor bed, bath and loft
114	S- Washington, One floor
115	S- Washington, Second floor bed, bath, loft and basement
116	S- Betsy Ross, One floor
118	S- Hancock, Second floor bed, bath and loft
120	S- Hancock, Second floor bed, bath and loft
122	A- Adams, Second floor bed, bath and loft
123	A- Adams, One floor
159	A- Adams, Second floor bed, bath and loft
160	A- Adams, One floor

EXHIBIT C

Easements and Licenses

1. Oil and gas and minerals and all rights incident to the extraction or development of oil and gas or minerals heretofore conveyed, leased, excepted or reserved by instruments of record including, without limitation, that certain deed recorded June 17, 2016 in Deed Book Volume 16428, page 107.
2. Coal and coal bed methane gas and mining rights and all rights incident to the extraction or development of coal or coal bed methane gas heretofore conveyed, excepted and reserved by instruments of record; the right of surface, lateral or subjacent support; or any surface subsidence. NOTICE: "THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF 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." [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.]
3. Non-navigable river, stream, creek or other watercourse flowing through the premises and the rights of others therein.
4. Terms and conditions of unrecorded leases.
5. Private road, driveway or right of way for ingress, egress and regress created by instrument from Martin N. Dively to Lawrence G. Hartley, et ux, et al., dated September 9, 1958 and recorded in Deed Book Volume 3731, page 36.
6. All matters set forth in the Dively Acres Plan of Lots, an unrecorded Plan.
7. Right of way from Leo A. O'Neill, et al. to Allegheny County Light Company, dated September 29, 1915 and recorded October 5, 1915 in Deed Book Volume 1840, page 440.
8. Right of way from Leo Anthony O'Neil, et ux. to The Allegheny County Light Company, dated October 12, 1916 and recorded October 18, 1916 in Deed Book Volume 1884, page 109.
9. Right of way from Martin N. Dively, et ux. to Duquesne Light Company, dated April 18, 1953 and recorded April 22, 1953 in Deed Book Volume 3252, page 246.
10. Perpetual easement and right of way from Martin N. Dively, et ux. to Duquesne Light Company, dated September 7, 1954 and recorded September 30, 1954 in Deed Book Volume 3344, page 318.
11. Easement between Builders Enterprises, Inc., North Side Deposit Bank, and The Municipal Authority of the Borough of West View, dated April 9, 1970 and recorded April 20, 1970 in Deed Book Volume 4831, page 273.
12. Lease and the terms and conditions therein between Thomas L. Reilly and GTE Sprint Communications Corporation, dated February 12, 1984 and recorded September 20, 1984 in Deed Book Volume 6950, page 410.

13. Mutual Maintenance Agreement between Thomas Ward Owens, et ux., Nancy Vulakovic, Richard Grantz, et ux., William Jackson, et ux. and Michael Reilly, et ux., dated May 5, 1987 and recorded May 13, 1987 in Deed Book Volume 7551, page 196.
14. Memorandum of Lease and the terms and conditions therein between Michael J. Reilly and Cherie M. Reilly, and Voicestream Pittsburgh, L.P., dated January 16, 2004 and recorded February 24, 2004 in Deed Book Volume 11955, page 564.
15. Easement and Assignment Agreement between Michael J. Reilly, et ux. and Unison Site Management, LLC, recorded July 1, 2005 in Deed Book Volume 12500, page 398.
16. Assignment of Easement from Unison Site Management, LLC to Cell Tower Lease Acquisition LLC, dated June 27, 2005 and recorded August 18, 2005 in Deed Book Volume 12557, page 425.
17. Memorandum of Master Prepaid Lease and Management Agreement and the terms and conditions therein between T-Mobile USA Tower LLC and CCTMO LLC, dated July 26, 2013 and recorded January 13, 2014 in Deed Book Volume 15487, page 72.
18. Road Relocation Agreement dated September 21, 2015 and recorded September 23, 2015 in Deed Book Volume 16135, page 271.
19. Easements and licenses as shown on the Reilly Family Trust Plan of Lots in Plan Book Volume 288, Pages 156-160 at the Allegheny County Department of Real Estate.
20. Temporary Construction Easement by and between Reilly Family Revocable Living Trust dated April 30, 2013, and Kevin Calder and Renee C. Calder, husband wife, and TOA Summer Seat, L.P., a Pennsylvania limited partnership, dated June 17, 2016 and recorded June 17, 2016 in Deed Book Volume 16428, page 116.
21. Grading, Slope and Drainage Easement by and between The Reilly Family Revocable Living Trust dated April 30, 2013, Michael J. Reilly and Cherie M. Reilly, Trustees, and TOA Summer Seat, L.P., a Pennsylvania limited partnership, dated June 17, 2016 and recorded June 17, 2016 in Deed Book Volume 16428, page 127.
22. Easement and Right of Way Agreement for Sewer Line by and between Reilly Family Revocable Living Trust, dated April 30, 2013, and Kevin Calder and Renee C. Calder, husband and wife, and TOA Summer Seat, L.P., a Pennsylvania Limited Partnership, recorded June 17, 2016 in Deed Book Volume 16428, page 139.
23. Assignment of Agreements of Sale, Licenses and Permits from TOA Summer Seat, L.P., a Pennsylvania limited partnership, to M&T Bank, a New York state banking corporation, dated June 15, 2016 and recorded June 17, 2016 in Deed Book Volume 16428, page 148.
24. Gas Pipeline Easement Grant from TOA Summer Seat, L.P., a Pennsylvania limited partnership, to Peoples Natural Gas Company LLC, a Pennsylvania limited liability company, recorded July 12, 2016 in Deed Book Volume 16456, page 340.
25. Easements and licenses as shown on the Reilly Family Trust Plan of Lots recorded June 16, 2016 in Plan Book Volume 288, page 156.

Exhibit D

Convertible Real Estate

ALL that certain parcel of land situate in Ohio Township, Allegheny County, Pennsylvania being known two tax parcels 426-F-37-0-1 and a portion of tax parcel 426-B-75 and being further know as Parcel B as shown on the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 pages 156-160 at the Allegheny County Department of Real Estate and being further described as follows to wit:

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in aforesaid Reilly Family Trust Plan of Lots and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following thirteen (13) courses and distances (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angel of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 108.62 feet; (10) North 71 degrees 46 minutes 13 seconds East for a distance of 66.15 feet; (11) North 40 degrees 45 minutes 59 seconds East for a distance of 322.03 feet; (12) North 67 degrees 32 minutes 23 seconds East for a distance of 127.29 feet; (13) North 00 degrees 33 minutes 14 seconds East for a distance of 91.27 feet to a point on a line common with lands now or formerly James & Arelene Lucas; thence along said line and lands of now or formerly Roodney Iannelli and now or formerly Ralph Beck Jr. South 89 degrees 26 minutes 46 seconds East for a distance of 560.84 feet to a point; thence along Lots 1-3 in the William Ruff Plan No.2 as recorded in Plan Book Volume 211 pages 187-188 at the Allegheny County Department of Real Estate and Lot 1 in the William Ruff Plan as recorded in Plan Book Volume 177 pages 134-135 at the Allegheny County Department of Real Estate South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence along Lot 1-R in the Wegner Subdivision Plan as recorded in Plan Book Volume 266 page 1 at the Allegheny County Department of Real Estate and lands now or formerly James & Janet Wenger South 00 degrees 34 minutes 01 seconds East for a distance of 980.16 feet to an existing iron pipe; thence along Parcel C in the Joyce Plan No. 1 as recorded in Plan Book Volume 207 pages 188-189 at the Allegheny County Department of Real Estate, Lot 203 in the Joyce Plan of Lots No. 2 as recorded in Plan Book Volume 236 pages 83-84 at the Allegheny County Department of Real Estate and lands now or formerly Guy & Sharon Miller South 00 degrees 36 minutes 06 seconds East for a distance of 1,029.58 feet to a point; thence along Parcel A in the Harmony Ridge Plan of Lots as recorded in Plan Book Volume 181 pages 88-89 at the Allegheny County Department of Real Estate South 89 degrees 34 minutes 11 seconds West for a distance of 216.96 feet to a point; thence along lands of now or formerly Michael & Erin Joyce and now or formerly Raymond & Barbara Penfield Revocable Living Trust North 35 degrees 36 minutes 09 seconds West for a distance of 1,553.29 feet to a point; thence along said lands of now or formerly Raymond & Barbara Penfield Revocable Living Trust South 87 degrees 48 minutes 30 seconds West for

a distance of 175.21 feet to a point; thence along lands now or formerly Joseph & Stacie Dinkel the following two (2) courses and distances (1) North 00 degrees 16 minutes 30 seconds West for a distance of 161.75 feet; (2) South 89 degrees 43 minutes 30 seconds West for a distance of 170.20 feet to a point; thence along lands now or formerly Anna Moore and now or formerly Donna Simmons North 00 degrees 16 minutes 30 seconds West for a distance of 210.00 feet to an existing iron pin; thence along said lands now or formerly Donna Simmons South 89 degrees 43 minutes 30 seconds West for a distance of 60.34 feet to a point; thence along lands of now or formerly Robert & Patricia Altmyer and now or formerly Gerard J. & Gerard M Kaelin North 00 degrees 16 minutes 30 seconds West for a distance of 320.02 feet to a point; thence along lands of said now or formerly Gerard J. & Gerard M Kaelin and now or formerly Dawn Rae Cziczin South 89 degrees 43 minutes 30 seconds West for a distance of 216.40 to a point; thence by the arc of a circle deflecting to the left having a central angle of 100 degrees 30 minutes 00 seconds, a radius of 20.00 feet, an arc length of 35.08 feet and whose chord bears South 39 degrees 28 minutes 30 seconds West for a distance of 30.75 feet to a point on the eastern right-of-way line of Harmony Road, a variable width public right-of-way; thence along said right-of-way the following two (2) courses and distances (1) North 10 degrees 46 minutes 30 seconds West for a distance of 74.90 feet; (2) South 89 degrees 43 minutes 30 seconds West for a distance of 7.96 feet to a point; thence along the right-of-way of aforesaid State Route 4057 the following four (4) courses and distances (1) by the arc of a circle deflecting to the left having a central angle of 10 degrees 02 minutes 45 seconds, a radius of 225.00 feet, an arc length of 39.45 feet and whose chord bears North 02 degrees 22 minutes 53 seconds East for a distance of 39.40 feet; (2) North 02 degrees 38 minutes 30 seconds West for a distance of 32.60 feet; (3) North 04 degrees 22 minutes 54 seconds West for a distance of 194.65 feet; (4) by the arc of a circle deflecting to the left having a central angle of 07 degrees 12 minutes 18 seconds, a radius of 1,025.00 feet, an arc length of 128.89 feet and whose chord bears North 07 degrees 59 minutes 03 seconds West for a distance of 128.81 feet to a point, said point being the true point of beginning.

EXCEPTING tax parcels 426-G-15 (now or formerly David & Christina Degolier) and 426-G-44 (now or formerly Nancy Vulakovic); Beginning at point, said point being the northeastern corner of the Parcel B herein described; thence South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence then through the herein described Parcel B South 89 degrees 43 minutes 30 seconds West for a distance of 378.78 feet to a point, said point being the true point of beginning; thence South 00 degrees 16 minutes 30 seconds East for a distance of 264.89 feet to an existing iron pipe; thence South 81 degrees 28 minutes 29 seconds West for a distance of 160.28 feet to a point; thence North 21 degrees 55 minutes 27 seconds West for a distance of 309.74 feet to a point; thence North 89 degrees 43 minutes 30 seconds East for a distance of 272.90 feet to a point, said point being the true point of beginning.

EXCEPTING tax parcel 426-F-108 (now or formerly William R. & Joanne Jackson); Beginning at point, said point being the northeastern corner of the Parcel B herein described; thence South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence through the herein described Parcel B and along lands of now or formerly David & Christine Degolier South 89 degrees 43 minutes 30 seconds West for a distance of 877.62 feet to a point, said point being the true point of beginning; thence South 21 degrees 55 minutes 27 seconds East for a distance of 343.07 feet to a point; thence South 87 degrees 42 minutes 31 seconds West for a distance of 168.04 feet to a point; thence North 52 degrees 26 minutes 30 seconds West for a distance of 529.50 feet to a point; thence North 89 degrees 43

minutes 30 seconds East for a distance of 459.57 feet to a point, said point being the true point of beginning.

Containing 66.8738 acres.

LESS THE FOLLOWING:

Unit 109 & 110

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following thirteen (13) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 108.62 feet; (10) North 71 degrees 46 minutes 13 seconds East for a distance of 66.15 feet; (11) North 40 degrees 45 minutes 59 seconds East for a distance of 322.03 feet; (12) North 67 degrees 32 minutes 23 seconds East for a distance of 127.29 feet; (13) North 00 degrees 33 minutes 14 seconds East for a distance of 91.27 feet to a point on a line common with lands now or formerly James & Arelene Lucas; thence along said line and lands of now or formerly Roodney Iannelli and now or formerly Ralph Beck Jr. South 89 degrees 26 minutes 46 seconds East for a distance of 560.84 feet to a point; thence along Lots 1-3 in the William Ruff Plan No.2 as recorded in Plan Book Volume 211 pages 187-188 at the Allegheny County Department of Real Estate and Lot 1 in the William Ruff Plan as recorded in Plan Book Volume 177 pages 134-135 at the Allegheny County Department of Real Estate South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence along Lot 1-R in the Wegner Subdivision Plan as recorded in Plan Book Volume 266 page 1 at the Allegheny County Department of Real Estate South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence along Parcel C in the aforesaid TOA Reilly Farm – PRD – Phase 1 plan South 89 degrees 43 minutes 30 seconds West for a distance of 378.78 feet to a point; thence along lands now or formerly David & Christina Degolier South 89 degrees 43 minutes 30 seconds West for a distance of 272.89 feet to a point; thence along aforesaid Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan the following five (5) courses and distances: (1) South 68 degrees 04 minutes 33 seconds West for a distance of 143.01 feet; (2) North 21 degrees 55 minutes 27 seconds West for a distance of 74.38 feet; (3) by the arc of a circle deflecting to the right, having a radius of 275.00 feet and an arc length of 1.88 feet; (4) South 68 degrees 28 minutes 07 seconds West for a distance of 50.00 feet; (5) South 89 degrees 43 minutes 30 seconds West for a distance of 18.30 feet to a point on a line common with now or formerly William R. & Joanne Jackson; thence along said line South 89 degrees 43 minutes 30 seconds West for a distance of 459.57 feet to a point, said point being the true point of beginning; thence North 09 degrees 38 minutes

52 seconds East for a distance of 200.00 feet to a point; thence North 12 degrees 53 minutes 44 seconds East for a distance of 149.32 feet to a point; thence by the arc of a circle deflecting to the right, having a radius of 225.00 feet and an arc length of 97.54 feet to a point; thence South 52 degrees 15 minutes 58 seconds East for a distance of 51.16 feet to a point; thence South 37 degrees 44 minutes 02 seconds West for a distance of 133.09 feet to a point; thence South 34 degrees 31 minutes 10 seconds West for a distance of 200.00 feet to a point, said point being the true point of beginning.

CONTAINING 25,327 square feet or 0.5814 acres more or less

Unit 113, 114 & 115

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following thirteen (13) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 108.62 feet; (10) North 71 degrees 46 minutes 13 seconds East for a distance of 66.15 feet; (11) North 40 degrees 45 minutes 59 seconds East for a distance of 322.03 feet; (12) North 67 degrees 32 minutes 23 seconds East for a distance of 127.29 feet; (13) North 00 degrees 33 minutes 14 seconds East for a distance of 91.27 feet to a point on a line common with lands now or formerly James & Arelene Lucas; thence along said line and lands of now or formerly Roodney Iannelli and now or formerly Ralph Beck Jr. South 89 degrees 26 minutes 46 seconds East for a distance of 560.84 feet to a point; thence along Lots 1-3 in the William Ruff Plan No.2 as recorded in Plan Book Volume 211 pages 187-188 at the Allegheny County Department of Real Estate and Lot 1 in the William Ruff Plan as recorded in Plan Book Volume 177 pages 134-135 at the Allegheny County Department of Real Estate South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence along Lot 1-R in the Wegner Subdivision Plan as recorded in Plan Book Volume 266 page 1 at the Allegheny County Department of Real Estate South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence along Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan South 89 degrees 43 minutes 30 seconds West for a distance of 378.78 feet to a point; thence along lands now or formerly David & Christina Degolier South 89 degrees 43 minutes 30 seconds West for a distance of 272.89 feet to a point; thence along aforesaid Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan the following four (4) courses and distances: (1) South 68 degrees 04 minutes 33 seconds West for a distance of 143.01 feet; (2) North 21 degrees 55 minutes 27 seconds West for a distance of 74.38 feet; (3) by the arc of a circle deflecting to the right, having a radius of 275.00 feet and an arc length of 1.88 feet; (4) South 68 degrees 28 minutes 07 seconds West for a distance of 50.00 feet to a point, said point being the true point of beginning; thence along aforesaid Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan South 89

degrees 43 minutes 30 seconds West for a distance of 18.30 feet to a point on a line common with now or formerly William R. & Joanne Jackson; thence along said line South 89 degrees 43 minutes 30 seconds West for a distance of 257.57 feet to a point; thence North 21 degrees 27 minutes 16 seconds East for a distance of 232.76 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 375.00 feet and an arc length of 50.96 feet to a point; thence South 76 degrees 19 minutes 53 seconds East for a distance of 104.81 feet to a point; thence by the arc of a circle deflecting to the right, having a radius of 25.00 feet and an arc length of 35.57 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 325.00 feet and an arc length of 151.52 feet to a point, said point being the true point of beginning.

CONTAINING 42,358 square feet or 0.9724 acres more or less

Unit 116

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following three (3) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet to a point, said point being the true point of beginning; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following three (3) courses and distances (1) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (2) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (3) South 54 degrees 57 minutes 43 seconds East for a distance of 33.92 feet to a point; thence South 25 degrees 22 minutes 26 seconds West for a distance of 119.24 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 135.00 feet and an arc length of 76.99 feet to a point, said point being the true point of beginning.

CONTAINING 8,051 square feet or 0.1848 acres more or less

Unit 118

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following three (3) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet to a point; thence along the dividing line of the aforesaid Parcel A and the parcel

herein described the following three (3) courses and distances (1) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (2) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (3) South 54 degrees 57 minutes 43 seconds East for a distance of 68.46 feet to a point, said point being the true point of beginning; thence South 54 degrees 57 minutes 43 seconds East for a distance of 29.36 feet to a point; thence North 74 degrees 50 minutes 37 seconds East for a distance of 50.12 feet to a point; thence South 00 degrees 10 minutes 41 seconds West for a distance of 126.81 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 275.00 feet and an arc length of 40.29 feet to a point; thence by the arc of a circle deflecting to the right, having a radius of 112.50 feet and an arc length of 43.79 feet to a point; thence North 17 degrees 44 minutes 30 seconds West for a distance of 16.88 feet to a point; thence North 16 degrees 03 minutes 25 seconds East for a distance of 101.03 feet to a point; thence North 31 degrees 54 minutes 56 seconds West for a distance of 21.20 feet to a point, said point being the true point of beginning.

CONTAINING 9,290 square feet or 0.2133 acres more or less

Unit 120

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following eight (8) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 40.66 feet to a point, said point being the true point of beginning; thence South 86 degrees 33 minutes 43 seconds East for a distance of 89.40 feet to a point; thence South 22 degrees 34 minutes 04 seconds West for a distance of 162.48 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 275.00 feet and an arc length of 56.12 feet to a point; thence North 10 degrees 52 minutes 35 seconds East for a distance of 141.83 feet to a point, said point being the true point of beginning.

CONTAINING 10,761 square feet or 0.2471 acres more or less

Unit 122 & 123

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following nine (9) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2)

North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 7.36 feet to a point, said point being the true point of beginning; thence South 69 degrees 34 minutes 08 seconds East for a distance of 95.43 feet to a point; thence South 33 degrees 04 minutes 32 seconds West for a distance of 228.85 feet to point; thence by the arc of a circle deflecting to the right, having a radius of 325.00 feet and an arc length of 26.42 feet to a point; thence North 52 degrees 15 minutes 58 seconds West for a distance of 51.16 feet to a point; thence by the arc of a circle deflecting to the left, having a radius of 275.00 feet and an arc length of 18.55 feet to a point; thence North 33 degrees 52 minutes 07 seconds East for a distance of 201.87 feet to a point, said point being the true point of beginning.

CONTAINING 20,359 square feet or 0.4673 acres more or less

Unit 159 & 160

BEGINNING at a point located on the eastern right-of-way line of State Route 4057 AKA Roosevelt Road, a variable width public right-of-way, said point being a common corner with Parcel A in the Reilly Family Trust Plan of Lots as recorded in Plan Book Volume 288 page 156 at the Allegheny County Department of Real Estate and being the northwest corner of the parcel herein described; thence along the dividing line of the aforesaid Parcel A and the parcel herein described the following thirteen (13) courses and distances: (1) North 78 degrees 24 minutes 47 seconds East for a distance of 130.65 feet; (2) North 58 degrees 35 minutes 27 seconds East for a distance of 58.47 feet; (3) by the arc of a circle deflecting to the right having a central angle of 35 degrees 33 minutes 50 seconds, a radius of 135.00 feet, an arc length of 83.80 feet and whose chord bears North 76 degrees 22 minutes 22 seconds East for a distance of 82.46 feet; (4) North 25 degrees 22 minutes 01 seconds East for a distance of 70.97 feet; (5) North 60 degrees 19 minutes 59 seconds East for a distance of 73.73 feet; (6) South 54 degrees 57 minutes 43 seconds East for a distance of 97.81 feet; (7) North 74 degrees 50 minutes 37 seconds East for a distance of 88.26 feet; (8) South 86 degrees 33 minutes 43 seconds East for a distance of 221.19 feet; (9) South 69 degrees 34 minutes 08 seconds East for a distance of 108.62 feet; (10) North 71 degrees 46 minutes 13 seconds East for a distance of 66.15 feet; (11) North 40 degrees 45 minutes 59 seconds East for a distance of 322.03 feet; (12) North 67 degrees 32 minutes 23 seconds East for a distance of 127.29 feet; (13) North 00 degrees 33 minutes 14 seconds East for a distance of 91.27 feet to a point on a line common with lands now or formerly James & Arelene Lucas; thence along said line and lands of now or formerly Roodney Iannelli and now or formerly Ralph Beck Jr. South 89 degrees 26 minutes 46 seconds East for a distance of 560.84 feet to a point; thence along Lots 1-3 in the William Ruff Plan No.2 as recorded in Plan Book Volume 211 pages 187-188 at the Allegheny County Department of Real Estate and Lot 1 in the William Ruff Plan as recorded in Plan Book Volume 177 pages 134-135 at the Allegheny County Department of Real Estate South 00 degrees 29 minutes 13 seconds East for a distance of 869.57 feet to an existing iron pin; thence along Lot 1-R in the Wegner Subdivision Plan as recorded in Plan Book Volume 266 page 1 at the Allegheny County Department of Real Estate South 00 degrees 34 minutes 01 seconds East for a distance of 7.12 feet to a point; thence

along Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan South 89 degrees 43 minutes 30 seconds West for a distance of 378.78 feet to a point; thence along lands now or formerly David & Christina Degolier South 89 degrees 43 minutes 30 seconds West for a distance of 272.89 feet to a point; thence along aforesaid Parcel C in the TOA Reilly Farm – PRD – Phase 1 plan the following three (3) courses and distances: (1) South 68 degrees 04 minutes 33 seconds West for a distance of 143.01 feet; (2) North 21 degrees 55 minutes 27 seconds West for a distance of 74.38 feet; (3) by the arc of a circle deflecting to the right, having a radius of 275.00 feet and an arc length of 54.93 feet to a point, said point being the true point of beginning; thence continuing along the same curve, having a radius of 275.00 feet and an arc length of 121.80 feet to a point; thence South 75 degrees 06 minutes 03 seconds East for a distance of 173.23 feet to a point; thence South 11 degrees 31 minutes 58 seconds West for a distance of 47.04 feet to a point; thence South 79 degrees 31 minutes 19 seconds West for a distance of 165.42 feet to a point, said point being the true point of beginning.

CONTAINING 14,358 square feet or 0.3296 acres more or less

EXHIBIT E

Plats and Plans

Recorded at Plan Book Volume 291, Page 193
REL. MARCH 28TH, 2017

