

**DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS**

THE PLANTATIONS

**Township of Lancaster
County of Butler
Commonwealth of Pennsylvania**

THIS DECLARATION is made this 29th day of April, 2016; by Brennan Plantations I, LP, a Pennsylvania limited partnership as the owner in fee simple of the real estate herein described.

WITNESSETH

**ARTICLE 1
SUBMISSION**

Section 1.1. Declarant; Property; County. Brennan Plantations I, LP (the “Declarant”), owner in fee simple of the Real Estate described in Exhibit “A” attached hereto, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon, excluding oil and gas and methane rights, located in Lancaster Township, Butler County, Pennsylvania, hereby submits the Real Estate to the following conditions, reservations and restrictions and creates with the recordation hereof the planned community to be known as “the Plantations” (the “Planned Community”) which shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Planned Community, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title, or interest in the Planned Community or any part thereof, and their heirs, successors, and assigns, and which shall inure to the benefit of each Lot Owner (as hereinafter defined) and the Township of Lancaster.

The term “Declarant” does not include any other parties or entities unless Special Declarant Rights are transferred through a signed and recorded instrument pursuant to the requirements of Section 5304 of the Act. The term “Declarant” shall not include any Approved Builder(s).

Brennan Builders, Inc., a Pennsylvania corporation, an Approved Builder (being a separate unrelated entity from Declarant) and titled owner of Lot 35 within the Planned Community, joins in this Declaration for the sole purpose of placing Lot 35 under and subject to this Declaration.

**ARTICLE 2
DEFINED TERMS**

Section 2.1. Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

- (a) "Act" means the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101, et seq.
- (b) "Approved Builder" means a construction contractor for which the Declarant has provided approval regarding the construction of improvements upon one or more of the Lots. Declarant hereby consents to Brennan Builders, Inc., as an Approved Builder.
- (c) "Association" means **The Plantations Homeowners' Association, Inc.**
- (d) "Board of Directors" means the Board of Directors of the Association.
- (e) "Building(s)" means any building(s) constructed or erected on the Real Estate.
- (f) "Common Expenses" means the expense of owning and maintaining the drainage and storm water detention facilities within or appurtenant to the Real Estate, expenses related to the Common Facilities and of providing all common community services required or desired for the general use and benefit of all Lot Owners.
- (g) "Common Facilities" shall be defined as in the Act and shall include all Lots "CA-1", "CA-2" and "PS-1" as shown on the Plat(s), and any buildings or structures erected thereon and improvements thereto, including but not limited to Identification Signs for the Planned Community, and the streets throughout the Planned Community until such time as they may be dedicated to the Township and accepted by the Township.
- (h) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.
- (i) "Declaration" means this document, as the same may be amended from time to time.
- (k) "Identification Signs" shall mean any identification signs or entrance signs for the Planned Community (whether located on land defined herein as "Common Facilities" or on a Lot per easements shown on the Plats). Presently there exist "sign, monument and fence" easements on Lots 1, 20, 21 and 36.
- (l) "Plat(s)" means the plat(s) recorded, or to be recorded, subdividing the Real Estate and made a part hereof, as the same may be amended from time to time.
- (m) "Real Estate" means the real estate described in Exhibit "A".

- (n) "Lot" means a lot as described in the Plats.
- (o) "Lot Owner" means the owner in fee simple of any Lot, but shall not include the Declarant or any person or persons purchasing a Lot under contract (until such contract is fully performed and legal title conveyed of record).
- (p) "Township" means Lancaster Township, located in Butler County, Pennsylvania.

ARTICLE 3 **EASEMENTS**

Section 3.1. Easements. Attached as Exhibit "B" is a copy of the recorded easements, liens, and encumbrances affecting the Property.

Section 3.2 Coal, Oil, Gas, Methane, and All Mineral Rights Reserved. Coal, oil, gas, methane, and all mineral rights have either been severed from the surface interest or are reserved to Declarant and are not included in the Planned Community. All deeds to Lots will include the following exception:

EXCEPTING AND RESERVING therefrom and thereout, all gas, methane, oil, and/or byproducts thereof, within and underlying the land (including all strata) together with necessary and reasonable rights to develop, extract and market same, providing that such development, extraction and marketing shall not disturb or interfere with Grantee's surface rights.

Section 3.3 Declarant's Easements. Declarant hereby creates the following easements:

(a) **Easement for Sales Offices, Management Offices and Models.** Declarant shall have the right to maintain sales offices, management offices and models on the Real Estate and to relocate such models, management offices and sales offices from time to time anywhere on the Real Estate. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Facilities in such manner, of such size and in such locations as Declarant deems appropriate. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements upon the Lots.

(b) **Easement for Advertising Signs.** Declarant shall have the right to maintain on the Real Estate such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements upon the Lots.

Section 3.4. Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, any Approved Builder, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of Declarant, any

Approved Builder, the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Lots, street rights-of-way and Common Facilities.

Section 3.5. Easement for Access to Real Estate. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Facilities for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Real Estate, including the right to modify the location of improvements to the Common Facilities to facilitate such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or re-grading of landscaped areas of the Common Facilities. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements upon the Lots.

Section 3.6. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Facilities and Lots for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standard of health, safety and appearance. The easement created by this Section 3.4 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements upon the Lots.

Section 3.7. Declarant's Easement for Development of Real Estate. Declarant reserves an easement on, over and under the Lots (until such time as a Unit constructed thereon is sold to a Lot Owner other than a builder), and the Common Facilities for all purposes related to the construction, development, leasing and sale of improvements on the Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs. Declarant grants any Approved Builder the right to use such easements as necessary for the construction of improvements upon the Lots.

Section 3.8. Easement for Use of Common Facilities.

(a) **Grant of Easement.** Each Lot Owner and each person lawfully residing on the Real Estate is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Facilities.

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

the use of the Common Facilities.

ARTICLE 4
USE RESTRICTIONS

Section 4.1. Use and Occupancy of Lots and Buildings. Subsequent to the transfer of lots and construction thereon, the occupancy and use of the Lots and Buildings shall be subject to the following restrictions:

(a) Residential Use. No part of the Real Estate shall be used for other than housing and the related common purposes for which the planned residential community was designed. Each Lot or any two or more adjoining Lots used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. If zoning regulations permit professional activities to be conducted within the Lots, application may be made by a Lot Owner to the Declarant for approval to commence such newly permitted use of his Lot. Each such application shall be considered by the Declarant on an individual basis. Once the Declarant has given its approval to a particular use of a Lot, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, storage shed, swimming pool, and customary outbuilding, garage, carport, servants' quarters, or guest house may be erected, placed, or maintained on any Lot in the Real Estate. No Lot Owner shall permit his Lot to be used or occupied for any prohibited purpose.

(b) Fences. No fences on any Lot may extend beyond the front plane of any dwelling, and shall be no higher than four feet (4'). No fences may extend beyond the side building setback line for any Lots adjoining and side streets. All fence materials and types and colors of fences must be approved in writing by the Declarant before the installation of any fence. No Lot Owner may install chain link fences on any Lot.

(c) Commercial Activities. Except as set forth in subsection (a) above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Real Estate; provided, however, that nothing contained in this subsection shall be construed to prevent or prohibit a Lot owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls or conferring with business or professional associates, clients or customers, in his Lot.

(d) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept on any Lot or in the Common Facilities, except household pets in reasonable numbers for the pleasure and use of the occupants, subject to Rules and Regulations adopted by the Declarant, which Rules or Regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and

provided further that any such permitted pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from any Lot upon three (3) days' written notice from the Declarant.

(e) Signs. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Lot except "For Rent" or "For Sale" signs, referring only to the Lot on which displayed, not to exceed six (6) square feet in size, and one sign to a Lot. The Declarant or his assignee and Approved Builders are exempt from the above for the purpose of marketing any property for sale. Entrance signs designating the name of the Plan shall be permitted on the lots adjoining any entrance road to the Plan.

(f) Commercial Vehicles. No commercial vehicles, construction, or like equipment or mobile or stationary trailers of any kind shall be stored or parked on any Lot in the Real Estate except while parked in a garage completely enclosed, nor parked on any residential street in the Real Estate except while engaged in transporting to or from a residence in the Real Estate.

(g) Nuisances. No horses, cattle, swine, goats, poultry, or fowl shall be kept on any Lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Declarant. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the buildable area surrounding the house and in the front yard. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots. In the event that any Lot Owner shall fail or refuse to keep his Lot free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the Declarant may enter upon such lands and remove the same at the expense of the Lot Owner, which such entry shall not be deemed a trespass, and in the event of such a removal a lien shall arise and be created in favor of the Declarant and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within Thirty (30) days after demand is made therefor.

(h) Obstruction of Easements. No Lot Owner shall do any work or any other act which would impair any easement or hereditament without the consent of the Declarant or Association, whichever may be affected thereby.

Section 4.2. Construction and Occupancy. When the construction of any Building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and no debris incidental to construction work on one Lot may be placed on any other lot in such premises.

(a) Outbuildings. No outbuilding, garage, shed, tent, trailer, or temporary Building of any kind shall be erected, constructed, permitted, or maintained prior to commencement of the erection of a residence, as is permitted hereby, and no outbuilding, garage, shed, tent, trailer,

basement, or temporary Building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on any Lot in the Real Estate, nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction, unless same has been permitted by the Declarant or Board of Directors.

(b) Occupancy of Buildings. No Building erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required. Nor shall any Building, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth.

Section 4.3. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Real Estate.

ARTICLE 5 **ARCHITECTURAL CONTROL**

Section 5.1. Declarant's Right to Control Improvements. For the purpose of further insuring the development of the premises as an area of high standards, the Declarant reserves the power to control the Buildings, structures, and other improvements placed on each Lot, as well as to make such exceptions to these covenants, conditions, reservations and restrictions as the Declarant shall deem necessary and proper. Declarant shall have the exclusive right to construct, or to designate Approved Builders to construct, all Buildings on the Real Estate.

No dwelling or structure shall be erected or constructed on any Lot until the building plans, home designs, blue prints, specifications and plot plan showing the location of such dwelling (the "Construction Plans") have been approved in writing as to conformity and harmony of external structures in the Planned Community and as to location of the dwelling with respect to topography and finished ground elevation, by the Declarant or its designated representative. Such approval shall not constitute any warranty, express or implied. In the event the Declarant or its designated representative fails to approve or disapprove such design and location within sixty (60) days after said Construction Plans have been submitted to it, and if no suit to enjoin the erection of such dwelling or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of the Declarant and of its designated representative, in respect of such review and approval of Construction Plans, shall cease on or after the construction of the final dwelling within the Planned Community. In the alternative, upon written assignment, the approval described in this covenant shall be obtained from the Board of Directors of the Association.

ARTICLE 6 **PROTECTIVE COVENANTS**

Section 6.1. Protective Covenants. Subject to any Rules and Regulations adopted by the

Declarant as hereinafter provided, the following standards shall be applicable to all numbered lots in the Planned Community or any other parcel intended for construction thereon of a single family residence.

- (a) Any house of the ranch, split-entry or split level types must have a minimum foundation of 1,800 square feet; a one and one half story house must have a minimum foundation of 1,400 square feet; a two story house must have a minimum foundation of 1,100 square feet.
- (b) All foundations shall be of an exterior building material approved by the Declarant and shall extend to grade on all four sides of the dwelling.
- (c) The front, sides and no less than forty (40) feet to the rear of the dwelling constructed on any Lot must be either seeded or sodded within six (6) months after completion of construction, or the next immediate growing season after completion of construction, whichever occurs first.
- (d) All driveways on any Lot must be paved as soon as weather conditions permit, after occupancy of the dwelling with either asphalt, concrete or a material approved by the Declarant.
- (e) No dwelling may be duplicated in its exterior design or exterior finish within 500 feet of an existing dwelling on the same street or any connecting street in the Planned Community.
- (f) No basement, or garage or any structure other than the dwelling house for which the Construction Plans have been approved in accordance with the terms thereof, shall be used as a residence, either temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the construction thereof shall have been completed and an occupancy permit issued by the appropriate authorities.
- (g) No debris incidental to work on any Lot may be placed on another Lot or in any common area. All debris must be removed by completion of the work to which it is incidental or upon suspension of the work for any reason except brief temporary suspension.
- (h) No boats, campers, trailers, mobile homes, motor homes, vans, construction equipment or trucks (after completion of construction) or vehicles of any purpose or design, other than automobiles, shall be parked or stored on the driveway or at any other location on any Lot which is visible from the street.
- (i) No structure shall be erected or maintained on any Lot, other than one detached single family dwelling and its attached or integral garage, an in-ground swimming pool (but not an above-ground swimming pool), a bath house, picnic shelter or detached garage or storage shed aesthetically coordinated with the architecture of

the dwelling, and paved driveways or roadways (either private or public); provided, however, that, upon written approval of the Declarant, any of the said Lots may be used and structures may be erected thereon and used for model, sample or display homes, real estate offices and real estate advertising displays and devices pertinent to the Planned Community.

- (j) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as recorded. Nor shall any building be erected nearer than current municipal requirements to the side line of 25 feet. No structure other than paved driveways shall be erected on any Lot nearer to a street on which said Lot abuts than the nearest wall of the dwelling. For purposes of this Section, the term "structure" shall not include driveway pillars that do not exceed four (4) in height and eight (8) square feet in area.
- (k) All roof drainage from any building constructed on a Lot shall be connected to drain into an on-lot sump located on such Lot, storm drainage system or daylight to storm water basin. Maintenance of any on-lot sump shall be the responsibility of the Lot Owner of the Lot which it serves.
- (l) All mailboxes shall be either Special Lite Savannah SCS-1014 in Black or Special Lite SCS-2014 (with newspaper tube) in Black with a Special Lite Ashland Post SPK-600 in Black. Declarant reserves the right, in its discretion, to approve and or designate any alternative to these requirements.

The Declarant shall have the right and authority to adopt Rules and Regulations from time to time which waive, change, alter, add to or modify any of the foregoing standards in respect to all of the said Lots or in respect of any one or more of said Lots, provided that such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitations of such waiver, change, alteration, addition or modification. Any such Rules or Regulations shall not be considered an amendment of this Declaration.

ARTICLE 7 **HOMEOWNERS' ASSOCIATION**

Section 7.1. Membership. For the purpose of ownership and maintenance of the storm sewer lines, detention pond(s), and all common community services of every kind and nature required or desired within the Real Estate for the general use and benefit of all Lot Owners, each and every Lot Owner, in accepting a deed or contract for any Lot in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws of the Association.

Section 7.2. Succession. Upon the sale by Declarant of all of the Lots provided in the Plats embracing all of the Real Estate, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

Section 7.3. Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(a) **Delegation of Authority.** To appoint committees of the Board of Directors (which need consist of only one (1) member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

(b) **Contracting for Services.** To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of all named community services, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

ARTICLE 8

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Maintenance responsibility is divided into responsibility for performance and responsibility for payment. Except as set forth herein, each Lot Owner is responsible for both performance of and payment for all maintenance, repair, and replacement required for his Lot. In general, the Association is responsible for performing the maintenance, repair, and replacement of the Common Elements.

Section 8.1. Quarterly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable within 15 days of the first day of each quarter. Special assessments shall be due and payable in one or more quarterly payments, in advance, within 15 days of the first day of each quarter, as determined by the Board of Directors.

Section 8.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Association shall be subordinate to the lien of a prior recorded mortgage on a Lot.

Section 8.3. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of all named community services, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association.

Section 8.4. Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to one-fourth (1/4th) of the first annual budget allocable to the Lot purchased by such grantee and shall remit such

amount to the Association. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

Section 8.5. Accounting. On or before the first (1st) day of April of each calendar year commencing 2017, the Association shall have available for all Lot owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected and paid together with a tabulation of the amounts collected pursuant to the annual budget or quarterly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 8.6. Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Lot Owner's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments according to each Lot Owner's membership in the Association. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

Section 8.7. Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of all named community services to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be added to reserves.

Section 8.8. Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this Declaration contained, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

Section 8.9. Interest and Charges. All sums assessed by the Association against any Lot Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15) percent per annum) from the thirtieth (30th) day following default in payment of any quarterly assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 8.2 above.

Section 8.10. Implementation. The Association shall adopt in its Bylaws such additional

or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 8, and to otherwise provide for the efficient fiscal operation and management of the Common Facilities.

Section 8.11. Declarant Subsidy. During the Declarant's control of the Association, the Declarant may annually elect either to pay regular assessments on all of its unsold Lots, or to pay the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. For budgeting purposes, the Declarant shall make a tentative election for each fiscal year at least sixty (60) days prior to the start of such fiscal year and the Declarant shall pay on such basis during the year. A final election for each fiscal year shall be made within thirty (30) days after the close of such fiscal year and, in the event such election is changed, any excess payments made by the Declarant during the year may, at the discretion of the Declarant be treated as a contribution, an advance against future assessments due from Declarant, or a loan. Unless the Declarant otherwise notifies the Board of Directors in writing with the required time period, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services of materials or a combination of these.

ARTICLE 9 **INSURANCE**

Section 9.1. Generally. The Association shall acquire and pay for insurance subject to the following:

(a) Such insurance as the Board of Directors deems advisable in the operation, and for the protection of all named community services.

(b) The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation. Such insurance policy(ies) may, at the option of the Board of Directors, contain a "deductible" provision in an amount determined by the Board of Directors but not to exceed Five Thousand (\$5,000) Dollars.

(c) Comprehensive public liability and property damage insurance shall be in such limits as the Board of Directors shall deem desirable provided that such limit shall not be less than One Million (\$1,000,000) Dollars per occurrence, for personal injury and/or property damage, insuring the Declarant, the Association, the members of the Board of Directors, and their respective agents and employees, and the Lot Owners, from any liability to the public or to the Lot Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Facilities or any part thereof.

(d) The Association may obtain such other forms of insurance as the Board of Directors shall elect to effect including Board of Directors' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(e) The Association shall obtain a fidelity bond or bonds or insurance to protect against dishonest acts on the part of the members of the Board of Directors, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds or insurance shall name the Association as an obligee or insured and shall be in an amount equal to One Hundred Fifty (150%) percent of the then current Common Expense budget or such higher amount as the Board of Directors deems appropriate. Such bond or bonds or insurance shall contain a waiver of defense based upon the exclusion or persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons.

(f) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board of Directors deems advisable in connection with any insurance, shall be Common Expenses.

(g) The Association shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners or any officer or employee of the Association without a prior demand in writing that the Association cure the defect and without a reasonable period of time thereafter in which to cure the same.

Each Owner should consult with a knowledgeable insurance agent and purchase an appropriate homeowner's policy to protect the Owner's Lot, Dwelling and its contents.

As the DWELLING AND their CONTENTS are NOT covered by the Association's insurance policies, it is recommended that Owners obtain and maintain the following MINIMUM coverage:

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance which provides equal or greater protection for the Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Lot and including the betterments and improvements to a Lot. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against "in special form", including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The amount of any such hazard insurance obtained pursuant to this Article shall be not less than one hundred percent (100%) of the full insurance replacement value of the dwelling, including the betterments and improvements to a Lot "in special form" (i.e., one hundred percent (100%) of current "replacement cost"), with "any replacement building cost" and "inflation guard" endorsements, if available.

(b) In addition, each Owner should maintain insurance on all personal property contained in the dwelling.

(c) All insurance obtained by any Owner shall be at his own expense; PROVIDED,

HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) no Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the property at any particular time.

ARTICLE 10 **LIMITED LIABILITY AND INDEMNIFICATION**

Section 10.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Association and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Lot Owner or person on the Real Estate, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

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

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

(d) Shall not be liable to a Lot Owner or such Lot Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Lot Owner or his tenants, employees, agents, customers or guests in a Lot, except for the members of the Board of Directors' own willful misconduct or gross negligence.

(e) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the members of the Board of Directors own willful misconduct or gross negligence in the performance of their duties; and

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

Section 10.2. Notice of Complaints. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Lot Owners and such complaints shall be defended by the

Association. The Lot Owners and the holders of mortgages on Lots shall have no rights to participate in such defense other than through the Association.

Section 10.3. Indemnification Against Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board of Directors or Association) by reason of the fact that he is or was a member of the Board of Directors, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 10.4. Indemnification Against Association Action. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by or in the right of the Board of Directors or the Association, by reason of the fact that he is or was a member of the Board of Directors, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 10.5. Determination. To the extent that a member of the Board of Directors, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 10.3 or 10.4 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 10.3 or 10.4 hereof shall be made by the Association only upon a determination that indemnification of the Board of Directors member, officer,

employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 10.3 or 10.4 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of a quorum consisting of all members who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel in a written opinion, or (iii) by the Lot Owners by the affirmative vote of a majority of the Lot Owners at any meeting duly called for such purpose.

Section 10.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the Board of Directors and upon receipt of an undertaking by or on behalf of the Board of Directors member, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

Section 10.7. Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Lot Owners or members of the Board of Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future members of the Board of Directors, officers, employees, and agents of the Association, and shall continue as to a person who has ceased to be a member of the Board of Directors or an officer, employee or agent, shall inure to the benefit of the heirs and personal representatives of all such Persons, and shall be in addition to all other rights which such Persons may be entitled as a matter of law.

Section 10.8. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a member of the Board of Directors, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the Commonwealth of Pennsylvania, as the same may be hereafter amended or modified.

Section 10.9. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be Common Expenses.

ARTICLE 11 **EFFECT AND ENFORCEMENT**

Section 11.1. Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations, and servitudes set forth herein shall run with the land and each Lot Owner, by accepting a deed to any Lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations, and

servitudes jointly, separately, and severally.

Section 11.2. Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the Lot Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass.

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

(b) Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Declarant or Lot Owner in whose favor said Lien has arisen, their respective heirs, successors and assigns, shall have the right to interest on such liens at the rate of eight (8%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions, shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure, or otherwise.

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

Section 11.3. Severability. Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations, or restriction shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations, and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations, and restrictions

not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 11.4. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

Section 11.5. Public Rights. The Real Estate shall be subject to any and all rights and privileges which the Township or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further, that no covenants, conditions, reservations, or restrictions, or acts performed shall be in conflict with any Township or County Zoning Ordinance or Law.

Section 11.6. Conflicts with Lancaster Township Ordinances. Except to the extent that the same have been modified or waived in any approval resolution or in a developer's agreement with the Township, and to the extent that the same have been reviewed without objection by the Township's solicitor prior to recording, in the event of provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of Lancaster Township in effect at the time of the approvals, the applicable provisions of the appropriate Ordinances for the Township shall prevail for all matters involved in any conflicts.

Section 11.7. Third Party Beneficiary. It is expressly intended by the Declarant and each Lot Owner that the Township shall be a beneficiary of the covenants, restrictions, reservations, and servitudes set forth herein. The Declarant and each Lot Owner further acknowledge that by this express intention to benefit the Township, the Township shall be a party entitled to enforce all covenants, restrictions, reservations and servitudes contained herein, which entitlement on the part of the Township shall include the ability to exercise any and all remedies available at law and in equity for the enforcement of same. This Section in no way obligates the Township to enforce the covenants, restrictions, reservations and servitudes described herein, or abrogates the Township's rights under the Municipalities Planning Code or other applicable laws of the Commonwealth of Pennsylvania.

ARTICLE 12
**DURATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS AND SERVITUDES**

Section 12.1. Duration. All of the foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, until the commencement of the calendar year 2060, on which date these covenants, conditions, reservations, and restriction shall terminate and end, and thereafter be of no further legal or equitable effect on the Real Estate or any Lot Owner; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the Lot Owners of a two-thirds (2/3) majority of the Lots in the Real Estate shall by

written instrument duly recorded declare a termination of the same. Although these covenants, conditions, reservations, and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

ARTICLE 13 **DECLARANT'S RIGHTS**

Section 13.1. Control.

(a) Until the Sixtieth (60th) day after conveyance of Forty (40%) percent of the Lots to Lot Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by Lot Owners other than Declarant.

(b) No later than Sixty (60) days after conveyance of Forty (40%) percent of the Lots to Lot Owners other than Declarant, one (1) of the three (3) members of the Board of Directors shall be elected by Lot Owners other than Declarant.

(c) No later than the earlier of (i) five (5) years, or as may be extended by law, after the date of the recording of this Declaration, or (ii) One Hundred Eighty (180) days after Seventy-Five (75%) percent of the Lots have been conveyed to Lot Owners other than Declarant, all Declarant-appointed members of the Board of Directors shall resign, and the Lot Owners (including Declarant to the extent of Lots owned by Declarant) shall elect a new three (3) member Board of Directors.

ARTICLE 14 **AMENDMENT OF DECLARATION**

Section 14.1. Amendment Generally. This Declaration may be amended only in accordance with the express provisions of this Declaration.

Section 14.2. Amendment by Lot Owners. This Declaration may be amended by affirmative vote of Two-Thirds (2/3) of all Lot Owners (including Lots owned by Declarant), pursuant to procedures applicable to voting by members of the Association as set forth in its Bylaws.

Section 14.3. Rights of Declarant. Notwithstanding any provision herein contained to the contrary, no change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.

Section 14.4. Other Amendments. If any amendment is necessary in the judgment of the Declarant to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats which is defective or inconsistent with any other provision hereof or thereof, or to change, correct or supplement anything appearing or failing to appear in the Plats which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to

the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to planned residential developments, the Declarant may, at any time and from time to time effect such amendment without the approval of the Lot Owners or their Mortgagees, upon receipt by the Declarant of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Declarant.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE

ALL those certain lots or pieces of ground situate in the Township of Lancaster, County of Butler and the Commonwealth of Pennsylvania, being designated as Lots 1 through 36 l, CA-1, CA-2 and PS-1 in the Plantations I – Revision No. 2, as recorded in the Recorder's Office of Butler County in Plan Book Volume 338, Pages 30 to 42 (the "Plan").

Parcel "A" as shown on the Plan is excluded and not a part of the Planned Community.

EXHIBIT "B"
LIST OF EASEMENTS AND LICENSES

1. Oil & Gas Lease TW Phillips Gas & Oil recorded May 4, 1955, DBV 668, Page 346.
2. Oil & Gas Lease TW Phillips Gas & Oil recorded May 4, 1955, DBV 668, page 345.
3. Right of way, Peoples United Telephone Co. recorded April 4, 1972, DBV 947, Page 397.
4. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 626.
5. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 630.
6. Right of way, United Telephone Co. recorded March 17, 1975, DBV 1003, Page 610.
7. Right of way, United Telephone Co. recorded November 1, 1979, DBV 1104, Page 9.
8. Memo of Lease, Amerikohl Management Corp. recorded April 3, 1981, DBV 1129, Page 122.
9. Consent, Amerikohl Management Corp recorded June 9, 1981, DBV 1132, Page 836.
10. Affidavit for Agri Sec Area recorded July 31, 1995, DBV 2544, Page 748.
11. Right of way, Pa Power Co. recorded January 8, 1996, DBV 2590, Page 464.
12. Oil & Gas Lease, Phillips Prod. Co. recorded February 21, 2002, Instrument No. 20020221006211.
13. Affidavit for Agri Sec Area recorded May 13, 2002, Instrument No. 200205130016659.
14. Oil & Gas Lease TW Phillips Gas & Oil recorded May 4, 1955, DBV 668, page 346.
15. Oil & Gas Lease TW Phillips Gas & Oil recorded May 4, 1955, DBV 668, page 345.
16. Right of way, Peoples United Telephone Co. recorded April 4, 1972, DBV 947, Page 397.
17. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 626.
18. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 630.
19. Right of way, United Telephone Co. recorded March 17, 1975, DBV 1003, Page 610.

20. Right of way, United Telephone Co. recorded November 1, 1979, DBV 1104, Page 9.
21. Memo of Lease, Amerikohl Management Corp. recorded April 3, 1981, DBV 1129, Page 122.
22. Consent, Amerikohl Management Corp. recorded June 9, 1981, DBV 1132, Page 836.
23. Affidavit for Agri Sec Area recorded July 31, 1995, DBV 2544, Page 748.
24. Right of way, Pa Power Co. recorded January 8, 1996, DBV 2590, Page 464.
25. Oil & Gas Lease, Philips Prod. Co. recorded February 21, 2002, Instrument No. 20020221006211.
26. Affidavit for Agri Sec Are recorded May 13, 2002, Instrument No. 200205130016659.
27. Right of way, Robert J. Rice recorded August 13, 1957, DBV 702, Page 289.
28. Right of way Randall B. Anno recorded April 6, 1974, DBV 987, Page 122.
29. Right of way, Peoples United Telephone Co. recorded April 4, 1972, DBV 947, Page 397.
30. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 626.
31. Oil & Gas Lease, Peoples Natural Gas Co. recorded July 5, 1973, DBV 972, Page 630.
32. Right of way, United Telephone Co. recorded March 17, 1975, DBV 1003, Page 610.
33. Right of way, United Telephone Co. recorded November 1, 1979, DBV 1104, Page 9.
34. Memo of Lease, Amerikohl Management Corp. recorded April 3, 1981, DBV 1129, Page 122.
35. Consent, Amerikohl Management Corp. recorded June 9, 1981, DBV 1132, Page 836.
36. Affidavit for Agri Sec Area recorded July 31, 1995, DBV 2544, Page 748.
37. Right of way, Pa Power Co. recorded January 8, 1996, DBV 2590, Page 464.
38. Oil & Gas Lease, Phillips Prod. Co. recorded February 21, 2002, Instrument No. 20020221006211.
39. Affidavit for Agri Sec Area recorded May 13, 2002, Instrument No. 200205130016659.

40. Right of way Richard J. Rihel recorded February 23, 1982, DBV 1145, Page 514.
41. Right of way Kenneth C. Brennan recorded March 15, 1989, DBV 1451, Page 417.
42. Right of way Property Owners Agreement recorded November 7, 1990, DBV 1682, page 261.
43. Right of way Donald E. Rood recorded November 6, 1990, DBV 1682, Page 265.
44. Mortgage dated September 5, 2007, and executed by BRENNAN PLANTATIONS I, LP, to WESBANCO BANK, INC., successor by merger to ESB Bank, and recorded at Instrument #200709060023363, with a First Extension Agreement dated July 15, 2008, and recorded on July 24, 2008, at Instrument #200807240016850, with a Second Extension Agreement dated October 20, 2011, and recorded on November 3, 2011, at Instrument #201111030027155.

A

**FIRST ADDENDUM TO DECLARATION AND ESTABLISHMENT OF
CONDITIONS, RESERVATIONS AND RESTRICTIONS**

THE PLANTATIONS

Township of Lancaster
County of Butler
Commonwealth of Pennsylvania



Instr: 202007270014782

Pgs: 4 F: \$20.50

Michele Mustello

Butler County Recorder PA

7/27/2020 3:12 PM

T20200010535

**THIS FIRST ADDENDUM TO DECLARATION AND ESTABLISHMENT
OF CONDITIONS, RESERVATIONS AND RESTRICTIONS** is made by The
Plantations Homeowners' Association, Inc. (the "Association") effective this 27th day of
July, 2020.

WITNESSETH:

WHEREAS, Brennan Plantations I, LP, a Pennsylvania limited partnership (the
"Declarant") caused to be filed in the Office of the Recorder of Deeds of Butler County a
certain plan The Plantations I -Revision No. 2 at Plan Book Volume 338 Pages 30-42 (the
"Plan"); and

WHEREAS, the Declarant has caused to be filed in the Office of the Recorder of
Deeds of Butler County a certain Declaration and Establishment of Conditions,
Reservations and Restrictions (the "Declaration"), dated April 29, 2016, and recorded at
Instrument Number 201604290008095 on April 29, 2016; and

WHEREAS, the Plan consists of all thirty-six (36) lots as described and recorded
in the Declaration; and

WHEREAS, the Association desires to amend Exhibit "A" of the Declaration;
and

WHEREAS, pursuant to Article 14, Section 14.2 of the Declaration, the
Declarant identified the procedures by which the Lot Owners could approve an
amendment to the Declaration with the affirmative vote of at least two-thirds (2/3) of all
Lot Owners is sufficient to amend the Declaration; and

WHEREAS, at a meeting held on January 14, 2020 the Lot Owners of at least
two-thirds (2/3) of all lots in the Plan voted to amend the Declaration to revise the Plan;
and the Association now desires to record a First Addendum to the Declaration (the "First
Addendum").

NOW, THEREFORE, the Declaration is amended by this First Addendum as
follows:

1. The recitals set forth above are incorporated herein by reference.

2. The Association has approved the revision of the Plan, whereby EXHIBIT "A" of the Declaration is hereby deleted and replaced in its entirety with the following:

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL ESTATE

All those certain lots or pieces of ground situate in the Township of Lancaster, County of Butler and Commonwealth of Pennsylvania, being designated as Lots 1 through 14, and 32 through 36, CA-1, CA-2, PS-1 in the Plantations I – Revision No. 2, as recorded in the Recorder's Office of Butler County in Plan Book Volume 338, Pages 30 to 42; and Lots 501 through 520 in The Plantations I – Revision No. 3 as recorded in the Recorder's Office of Butler County in Plan Book Volume 386, Pages 9-11 (the "Plan").

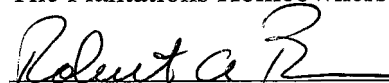
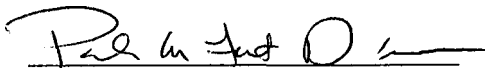
Parcel "A" as shown on the Plan is excluded and not a part of the Planned Community.

3. Except as provided for herein, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the President of The Plantations Homeowners' Association, Inc. has caused this First Addendum to the Declaration and Establishment of Conditions, Reservations and Restrictions to be executed on this 27th day of July, 2020.

WITNESS:

The Plantations Homeowners' Association, Inc.


Robert A. Brennan, President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF *Butler*) SS:

On this 27th day of July, 2020, before me, a Notary Public, personally appeared Robert A. Brennan, known to me (or satisfactorily proven) who acknowledged himself to be the President of The Plantations Homeowners' Association, Inc., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal the day and year aforesaid.

Pamela A. Fanto Damico

Notary Public
My Commission expires - July 2, 2023

Mail to: Plantations Homeowners' Association, Inc.
800 S Washington St.
Evans City, Pa. 16033

Commonwealth of Pennsylvania - Notary Seal
Pamela A. Fanto-Damico, Notary Public
Butler County
My commission expires July 2, 2023
Commission number 1353821
Member, Pennsylvania Association of Notaries



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

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

AFFIDAVIT

I, Robert A. Brennan, being sworn according to law, deposes and says the following:

1. I am the President of The Plantations Homeowners' Association, Inc.
2. At a special meeting of the Lot Owners that took place on January 14, 2020, the Lot Owners representing at least $\frac{2}{3}$ of the total Lot Owners voted in favor of amending Exhibit "A" of the Declaration as set forth in First Addendum to Declaration and Establishment of Conditions, Reservations, and Restrictions for the Plantations I plan of lots.