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**THE DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR THE SUMMIT, A PLANNED COMMUNITY, TOWNSHIP OF CHARTIERS, COUNTY OF WASHINGTON, COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 3<sup>rd</sup> day of October, 2006, by **MARONDA HOMES, INC.**, a **Pennsylvania corporation**, (the "Declarant") and the owner in fee simple of the respective real estate further herein described.

**WITNESSETH**

**ARTICLE I**  
**PROPERTY DESCRIPTION AND SUBMISSION**

1.1. Property Ownership and Description. The Declarant is the owner in fee simple of the real property described and referred to as the Committed Property under Section 1.4 of this Declaration, all of which real property is situate in Chartiers Township, Washington County, Pennsylvania, as more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate").

1.2. Intention to Develop Some or All of Real Estate As A Planned Community. The Declarant intends to develop some portions or all of the Real Estate as part of a multi-phased planned community known as "The Summit, a flexible planned community" ("Planned Community"). As portions of the Real Estate are committed by to the development and land use described herein, such portions of the Real Estate will become and be made part of the Planned Community, and an amendment to this Declaration specifying the portions committed to the Planned Community will be prepared and recorded. All portions of the Real Estate committed to the Planned Community will be developed in accordance with this Declaration and in accordance with the provisions of the Act.

1.3 Development of Real Estate. The Real Estate may be developed for Common Elements together with the Controlled Facilities, if any, required for each unit type:

- A. Single-Family Units --- consisting of up to 77 lots improved with single-family dwelling units.

B. Townhome Units --- consisting of up to 87 townhome units in clusters containing 3 to 7 townhomes.

As of the date of this Declaration, the Declarant has not committed to develop all of the Real Estate as a planned community or to develop all of the unit types described above, and Developer reserves the right and option in this Declaration and in accordance with the Act to convert convertible real estate, add additional real estate and withdraw withdrawable real estate (as each is described herein).

1.4. Committed Real Estate. Developer has committed to develop and hereby submits to the Planned Community in accordance with and subject to this Declaration that land use plan for the development of 77 Single Family Units and 87 Townhome Units on that portion of the Real Estate known and referred to as The Summit, as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (the "Committed Real Estate").

1.5. Convertible/Withdrawable Real Estate. All portions of the Real Estate shown on the plan attached hereto as Exhibit "C" that are not part of the Committed Real Estate shown on Exhibit "B" are hereby declared to be convertible real estate within the meaning of the Act and withdrawable real estate within the meaning of the Act (the "Convertible/Withdrawable Real Estate"). As to the Convertible/Withdrawable Real Estate, the following rights and options are hereby fully reserved:

a) All or any portion of the Convertible/Withdrawable Real Estate may be withdrawn from this Declaration whether units have been constructed thereon or not; provided that no portion may be withdrawn if any person other than the Declarant owns a Unit situate thereon. If the Declarant exercises this option, the Declarant shall prepare, execute and record an amendment to this Declaration as permitted by the Act and Section 12.3 of the Declaration, containing a description of the portion of the Real Estate withdrawn and the fact of withdrawal.

b) All or any portion of the Convertible/Withdrawable Real Estate may be converted to Units, Common Elements or both, provided that the maximum number of Units that may be created with the Convertible/Withdrawable Real Estate is 39 Single Family Units and 65 Townhome Units. If the Declarant exercises this option, the Declarant shall prepare, execute and record an amendment to this Declaration as permitted by the Act and Section 12.3 of the Declaration, containing a description of

the Units created, any Common Elements included and the portion of the Real Estate that is being converted.

Nothing in this Declaration commits or obligates the Declarant to develop any portion of the Convertible/Withdrawable Real Estate and the Declarant may convert or withdraw any portion of the Convertible/Withdrawable Real Estate from time to time in such order as Developer may choose in its sole discretion. No assurances about the development of any portion of the Convertible/Withdrawable Real Estate, or the order in which any such development would occur, are made in this Declaration.

Any development of the Convertible/Withdrawable Real Estate for the Single-Family Units or Townhome Units will occur within the respective areas for such Units shown on Exhibit "C" except that nothing herein commits or obligates the Declarant to create or build any such Unit until an amendment to this Declaration is prepared, executed and recorded by the Declarant and the Declarant may in its discretion build any number of such Units up to the maximum number for each unit type set forth above.

1.6 Additional Real Estate. Declarant shall have the right, but not the obligation, to add to the Planned Community the additional real estate described more specifically on Exhibit "D" attached hereto and incorporated herein by reference (the "Additional Real Estate"). Nothing in this Declaration commits or obligates the Declarant to develop any portion of the Additional Real Estate and the Declarant may convert or withdraw any portion of the Additional Real Estate from time to time in such order as Developer may choose in its sole discretion. No assurances about the development of any portion of the Additional Real Estate, or the order in which any such development would occur, are made in this Declaration.

## ARTICLE II DEFINED TERMS AND DESCRIPTION OF PLANNED COMMUNITY

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

2.2 General Definitions:

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.).

(b) "Association" means the The Summit Homeowners' Association, a Pennsylvania non-profit corporation, its successors and assigns.

(c) "Board of Directors" means the Board of Directors of the Association.

(d) "Building(s)" means any buildings constructed or erected on the Real Estate.

(e) "By-laws" means the By-laws of the Association.

(f) "Committed Property" has the meaning described in Article 1.4.

(g) "Common Elements" means Common Facilities and Townhome Controlled Facilities..

(h) "Common Facilities" means all real estate and improvements within the Planned Community which benefit all of the Units in the Planned Community generally, including but not limited to, the following, any of which may or may not be constructed in the sole discretion of Declarant: storm water detention systems and ponds not dedicated to the public, open space, all streets and roadways located in the Planned Community not dedicated to the public and entrance monuments that provide common community services required or desired for the general use and benefit all Unit Owners generally, all as shown on the Plats and Plans now shown or as hereinafter amended.

(i) "Common Facility Assessment" has the meaning described in Article 8.1.

(j) "Common Facility Expenses" means the expenses of the Common Facilities, which expenses shall include, but not be limited to, expenses of maintenance and liability insurance and to pay wages for Association employees, Association management expenses, legal and accounting fees.

(k) "Controlled Facilities" means the Townhome Controlled Facilities.

(l) "Convertible Real Estate" has the meaning described in Article 1.5.

(m) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.

(n) "Declaration" means this document, as the same may be amended from time to time.

(o) "Improvements" means all of the Buildings and Common Elements described on Exhibits "B" and "C" as the same may be amended from time to time.

(p) "Lot" means a lot as described in the Plat(s) or Plan.

(q) "Percentage Interest" means the undivided ownership interest of each Unit Owner in the Common Facilities.

(r) "Planned Community" has the meaning as described in Article 1.1.

(s) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the Real Estate and made a part hereof, evidencing the Improvements shown on Exhibits "B", "C", and "D," as they may be amended from time to time.

(t) "Real Estate" means the real estate described in Exhibit "A".

(u) "Unit" means that portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described in this Declaration and in the Plats and Plans and a portion of which may be designated as Controlled Facilities. Unit includes Townhome Units and Single Family Units.

(v) "Unit Owner" means the Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Planned Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

(w) "Withdrawable Real Estate" has the meaning described in Article 1.5.

#### 2.3 Definitions Applicable to Single Family Units:

(a) "Single Family Unit Owner" means the owner in fee simple of any lot, designated for separate ownership or occupancy which is not in a Cluster and which is designated to have constructed on it a free-standing single family residential dwelling house.

(b) "Single Family Unit" means that portion of the Planned Community designated for separate ownership or occupancy which is not in a Cluster and which is designated to have constructed on it a freestanding single-family residential dwelling house.

#### 2.4 Definitions Applicable to Townhome Units:

(a) "Cluster" means a Building containing 3 to 7 Townhome Units.

(b) "Townhome Controlled Facilities" means all real estate and improvements within the Planned Community which is part of, or benefits solely, a Townhome Unit, which is not a Common Facility, but which is maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Association. Townhome Controlled Facilities for the Townhome Units include, but are not limited to: all real estate comprising the Townhome Units, all lawns on the Townhome Units, the roofs, gutters, downspouts, soffit, fascia, siding, masonry.

(c) "Townhome Controlled Facility Expenses" means the expenses of the Townhome Controlled Facilities, which are to be assessed against only the Townhome Owners if incurred by the Association as the result of its responsibility for maintaining, improving, repairing, replacing, regulating, managing, insuring and controlling the Controlled Facilities which are part of, or benefit solely, the Townhome Units.

(d) "Townhome Controlled Facility Assessment" has the meaning described in Article 8.1.

(e) "Townhome Unit" means that portion of the Planned Community designated for separate ownership or occupancy contained in a Cluster and connected by at least one wall to one or more other Townhome Units along with any yard, soffit or fascia that is attached, connected or contiguous to a Townhome Unit, which is not a portion of a Cluster, that is designated for separate ownership in connection with a Townhome Unit.

(f) "Townhome Owner" mean the Owner of a Townhome Unit.

2.5 Identifying Number. Each lot of the Committed Property is identified by the lot number shown on Exhibit "B". Any additional Units added in connection with Convertible Real Estate, will be identified in an attachment to any Amendment then filed pursuant to Article 1.5.

2.6 Number of Units. The Planned Community shall be developed in accordance with Article 1.2. It shall consist of a maximum number Units of 164.

2.7 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale thereof: i) for Single Family Units; ii) for Townhome Units. All Townhome Units in a particular Cluster affected by such relocation or combination relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act.

2.8 Townhome Unit Boundaries. The title lines or boundaries of any Townhome Unit that is added pursuant to Article 1.5 will be identified in an exhibit to an Addendum then filed and will be generally described as follows:

(a) Upper and lower (Horizontal) Boundaries: There are no upper or lower horizontal boundaries for the Unit-Townhome.

(b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and, for the exterior

walls which are not party walls, with the lot lines of the Unit, and for the walls which are party walls, with the center line of the party walls to the lot lines.

(c) Each Townhome Unit shall include any yard, soffit or fascia that is attached, connected or contiguous to the Townhome Unit and designated for separate ownership in connection with a Townhome Unit along with all spaces, interior portions, structures, fixtures and improvements within the boundaries as described in Section 5202 of the Act.

### **ARTICLE III** **EASEMENTS**

3.1 Easements. The Declarant hereby creates the following easements:

(a) Easement for Sales Offices, Management Offices and Models. The 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 within the Real Estate. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales offices, management offices and models shall be limited to activities connected with The Summit and no other plan. Declarant reserves the right to place models, management offices and sales offices on any portion of the open spaces in such manner, of such size and in such locations as Declarant deem appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Real Estate. Upon the relocation of a model, management office or sales office on the open spaces, Declarant may remove all personal property and fixtures there from. Any fixtures not so removed shall be deemed part of the open spaces and any personal property not so removed shall be deemed the property of the Association.

(b) Easement for Advertising Signs. The Declarant shall have the right to maintain on the Real Estate such advertising signs as the Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. The Declarant may from time to time relocate such advertising signs.

3.2 General Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, 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 spaces.

3.3 Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the drainage easement as shown on the Plan for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.3 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.

3.4 Deleted.

3.5 Utility Service Lines. Each Unit shall be subject to a blanket easement over, across each Unit to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV. The Townhome Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment and facilities serving the Townhome Units.

3.6 Easements for Encroachment. To the extent that any Unit or Common Facility encroaches on any other Unit or Common Facility, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Facility, including gutters and downspouts, a valid easement for the storm water exists.

3.7 Easement for Party Walls. The owners of adjoining Townhome Units shall have the continued use of the party walls between the Townhome Units for the benefit and support of any Townhome Units now or subsequently constructed on the respective Cluster; provided, however, that such use shall not injure any adjoining Townhome Unit or the premises of the other Townhome Owner(s), and shall not impair the party wall benefits and support to which such adjoining Townhome Unit(s) is/are entitled.

3.8 Townhome Utility Easement. Each Townhome Unit shall be subject to a blanket easement over, across each Townhome Unit to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV. The Townhome Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment and facilities serving the Townhome Units.

3.9 Maintenance Easement. The Units themselves to the extent necessary, shall be subject to a non-exclusive right and easement in the Association,



including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate for the performance of the duties and functions which the Association is permitted or obligated to perform under this Declaration and for providing maintenance and repairs.

3.10 Easement for Governmental, Health, Water, Sewage Disposal, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Elements. The Declarant further reserves an easement over the Common Elements as needed for the installation, maintenance and operation of any central water and sewage disposal systems which may serve the Planned Community.

3.11 Termination of Easements. The easements created by Section 3.1 hereof shall terminate upon the conveyance by the Declarant of all of the lots on the plats embracing all of the Real Estate.

3.12 Additional Easements. The Planned Community and Lots shall be subject to all easements and licenses shown on the recorded instrument recorded January 3, 2006 (Instr. #200600026), which is being attached to this declaration as exhibit "E", as they may be amended from time to time.

3.13 Recorded Easements. All recorded easements are either listed on the attachment identified in Section 3.12 of this Declaration or attached hereto as Exhibit "F".

#### **ARTICLE IV** **COMMON ELEMENTS**

4.1 Maintenance and Responsibility of Common Facilities. It shall be the obligation of the Association to maintain the Common Facilities, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Facilities. The Association shall be responsible for all costs associated with liability insurance on any Common Facilities.

4.2 Maintenance and Responsibility of Townhome Controlled Facilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein. The Association shall be responsible for maintaining repairing and replacing all Controlled Facilities (except that Townhome Owners shall be responsible for snow and ice removal on their respective walkways and driveways). Maintenance for Townhome Units shall include all of the Controlled Facilities located on the Townhome Unit, including grass and

shrubbery, but not including snow and ice removal on the walkways and driveways of the Townhome Units.

All maintenance and repair work relative to the Single Family Unit shall be the responsibility of the Single Family Unit Owner. Notwithstanding the foregoing, if any maintenance, repair or replacement is necessitated by the negligent or intentional act of the Unit Owner or anyone in the Planned Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner.

#### 4.6 Unit Owners' Enjoyment of Common Elements.

(a) Unit Owner's Easement of Enjoyment. Upon the sale of a Unit, every Unit Owner shall have a right and easement of enjoyment in and to the Common Facilities and Controlled Facilities applicable to that Unit, which right and easement shall be appurtenant to and shall pass with the title to every Unit, and shall be subject to the provisions of this Declaration including the rights of the Association as set forth herein and in the Bylaws.

(b) Delegation of Use. Any Unit Owner may delegate in accordance with the By-laws of the Association, his or her right of enjoyment to the Common Facilities to the members of his or her family, tenants and up to two (2) social invitees without the prior approval of the Association. Notwithstanding the foregoing, every Unit Owner and its invitees (without limit in number) shall have the right to ingress and egress over, upon and across all streets and roadways located in the Planned Community as necessary for access to his or her Unit and shall have the right to lateral support, and such rights shall be appurtenant to and pass with the title to the Unit.

### ARTICLE V USE RESTRICTIONS

5.1 Use and Occupancy of Lots and Buildings. The occupancy and use of the Units, lots and buildings shall be subject to the following restrictions.

- (A) None of the Units or lots set forth above shall be used for any purpose other than residential uses.
- (B) No building shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on said Plan as recorded.
- (C) No noxious or offensive activity shall be carried upon any Unit or lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- (D) No trailer or tent shall be placed on any building plot, except for a home builders construction trailer. No garage or any structure other than the dwelling house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.
- (E) Easements are shown on the recorded plan and reserved for sewers, drainage and utility installations, and maintenance and for such purposes and used as may be shown on said Plans as recorded. All lots are subject to such easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements.
- (F) The owner of each lot covered by these covenants shall have an easement over all lots adjoining his property to discharge over those lots all surface waters that naturally rise in or flow or fall upon his property. All lots are subject to such an easement in favor of the owners of adjoining lots and their successors and assigns, which easements shall be a covenant running with the property. Any owner of a lot who, in violation of this covenant, institutes any legal proceeding against any adjoining owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.
- (G) No fence shall be erected by any Townhome Unit Member unless approval is granted from the Declarant or a three-fourths (3/4) approval from the Townhome Unit Members. Single Family Unit Members may erect a fence; however, in no case shall any fence be erected that is nearer to the road upon which said plot fronts than the main front wall of the dwelling house erected thereon, or built to a greater height than six (6) feet.
- (H) Satellite dishes greater than 2 feet in diameter shall not be permitted on any Unit, lot or house. Television and radio antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any Unit, house or lot.
- (I) No automobile or motor driven vehicles shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any lot unless the same are in a garage or at the rear of the dwelling and out of the view from the curb in front of the dwelling; provided

however; that the reasonable use of such vehicles as may be necessary during construction of a home on any lot shall not be prohibited by this requirement.

(J) No debris incidental to work on one lot may be placed on another lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason beyond brief temporary suspension).

(K) No sign of any kind shall be displayed to the public view on any Unit or lot except one temporary sign of not more than four square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(L) The homeowner shall agree to accept the responsibility and transfer from the Developer and/or Co-permittee of the required Pennsylvania General NPDES Permit for the discharges of storm water from construction activities as issued by the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau, of Land and Water Conservation.

(M) Intentionally Deleted.

(N) These covenants are made for the common benefit of all owners in said Planned Community who by acquisition of their respective lots, shall be conclusively deemed to have accepted and agreed to these covenants or restrictions herein contained, it shall be lawful for any person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses, and attorney's fees incidental to such action.

(O) Subject to any required governmental approvals, any of these covenants at (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), (M) and (N) may be modified in their applications and/or their terms, at the discretion of the undersigned.

Invalidation of any one of the covenants or restrictions by judgments, decree, or order of Court, shall in no way affect any of the other provisions, which shall remain in full force and effect.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

6.1 Declarant's Right to Control Improvements. For the purpose of further insuring the development of the premises as an area of high standards, and subject to any required governmental approvals, 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.

(a) No building or other structure shall be commenced, erected or altered on any lot until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to the Declarant and the Declarant shall have approved the plans, in writing, as to the harmony of external design and location in relation to the surrounding structures and improvements and the topography of the property. The plans required under this subsection shall be submitted to the Declarant prior to any mortgage application or any submission to any governmental body for approval.

(b) No building or other structure shall be erected, constructed or altered on any lot of any external building material except stone, brick, finished stucco, cedar wood siding, vinyl, aluminum, tongue/groove siding or ship-lap siding. In the event new exterior products are developed, the Declarant will consider the same for approval but shall not be obligated to approve any particular material.

6.2 Subdivision of Lots. None of the lots shall at any time be subdivided, except the Declarant shall, subject to any required governmental approvals, have the right to further subdivide any lot.

6.3 Accessory Structures. Detached garages or other accessory structures may be constructed on any lot after compliance with Section 6.1(a).

**ARTICLE VII**  
**HOMEOWNERS' ASSOCIATION**

7.1 Membership. For the purpose of ownership and maintenance of open spaces 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 Unit owners, each and every Unit owner in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of the Homeowners Association, a non-profit corporation.

7.2 Succession. Upon the sale by the Declarant of all of the Units 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".

7.3 Rules and Regulations. The Homeowners' Association shall have the right to promulgate rules and regulations governing the used and operation of the common facilities and to set fees for the use of those facilities.

7.4 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 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 the common facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

7.5 Allocation of Interest for Voting. Each Unit shall have one vote in the Association.

## ARTICLE VIII

### BUDGETS; COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

8.1 Separate Budgets. There shall be separate annual budgets for Common Facility Expenses (the "Common Facility Assessment") and Townhome Controlled Facility Expenses (the "Townhome Controlled Facility Assessment") together, the "Assessments").

8.2 Monthly Assessments. The Assessments made in order to meet the requirements of the Association's annual budget for each shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month (Declarant shall be exempt from all Assessments). Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors. Certain Units may be subject to multiple Assessments. For example, a Unit will be subject to both a Common Facility Assessment and a Townhouse Unit Controlled Facility Assessment. The initial Common Facility Assessment shall be set at Twelve dollars and 00/100 (\$12.00) per month, per unit, for both Single Family Units and Townhome Units, subject to change upon approval by the Association. The initial Townhouse Unit controlled Facility Assessment shall be set at an

additional Fifty dollars and 00/100 (\$50.00) per month, per unit, subject to change upon approval by the Association.

### 8.3 Units Subject to Assessment.

- (a) Assessments for Common Facilities. The budget for the Common Facilities Expenses shall not include any amount for the expenses of a Common Facility if the Declarant has retained and not transferred to the Association the responsibility for the maintenance and repair of that Common Facility, and no Unit shall be subject to an assessment for a Common Facility Expense for a particular Common Facility until the responsibility for the maintenance and repair of that Common Facility is transferred from the Declarant to the Association.
- (b) Assessments for Controlled Facilities. Notwithstanding anything herein to the contrary, no Controlled Facility Assessment shall be assessed on any Unit unless and until a dwelling designed for either single or multiple family residential purposes has been fully erected to completion thereon.

8.4 Allocation of Interest for Common Facility Expenses The percentage of Common Facility Expenses shall be allocated on all Units, including Townhouse Units and Single Family Units, in equal amounts on a pro rata basis by dividing the Common Facility Expenses by the number of Units. The initial percentage of Common Facility Expenses for each Unit is the estimated budget for the Common Facility Expenses divided by the total number of Units.

8.5 Allocation of Interest for Townhome Controlled Facility Expenses. The percentage of Townhome Controlled Facility Expenses shall be allocated on only the Townhome Units, based on the square footage of each Townhome Unit constructed thereon in relation to the total square footage of all Townhome Units. The initial percentage of Townhome Common Facility Expenses for each Townhome Unit is the estimated budget for the Townhome Controlled Facility Expenses divided by the total number of Townhome Units. Any amendment, change or revision to the Townhome Controlled Facility Expenses may only be made upon a majority vote of the owners of the Townhome Unit(s) thereby affected by such amendment, change or revision.

8.6 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.

8.7 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the common facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the common facilities (other than for purposes of

repairing, replacing and restoring portions of the common facilities) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of the Unit owners entitled to cast two-thirds (2/3) of the votes of all Unit owners. The foregoing shall not apply to any Common Expenses that are a result of any Convertible Real Estate being added pursuant to Article 2.5.

8.8 Reserve. Each annual budget for monthly 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 two hundred dollars (\$200.00) 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.

8.9 Accounting. Fifty-five (55) days before each calendar or fiscal year, the Association shall supply to all Unit 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 pursuant to the annual budget or monthly 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.

8.10 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Unit owner's monthly assessments, or any non-recurring 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 monthly assessments according to each Unit owner's membership in the Association. Such further monthly 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 Unit owners by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Board of Directors.

8.11 Surplus. Any amounts accumulated from assessments for common expenses and income from the operation of the open spaces to which such common expenses pertain in excess of the amount required for actual common expenses and reserves for future common expenses shall be credited to each Unit owner paying a share of such common expenses in proportion to the share of such common expenses paid by each such Unit owner, said credits to be applied to the next monthly assessments of common expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted.

8.12 Acceleration. If a Unit owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Board of Directors may, in



addition to all other remedies in this declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

8.13 Interest and Charges. All sums assessed by the Association against any Unit 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 day following default in payment of any monthly 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.

8.14 Implementation. The Association shall adopt in its By-laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VIII and to otherwise provide for the efficient fiscal operation and management of the open spaces.

8.15 Assessments Pro Rata. The Association in imposing any assessments under this Article VIII shall impose such assessments on a pro rata basis.

## **ARTICLE IX**

### **EFFECT AND ENFORCEMENT**

9.1 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 Unit owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

9.2 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 Unit 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 Unit 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 Unit owner and the reversionary owner shall have a lien upon such Unit or lot 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 days, the Declarant or Unit 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 fifteen (15%) 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 Unit or lot or portions of Units or 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 Unit 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.

9.3 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 restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.4 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.

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

10.1 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 Unit in such premises, regardless of how he acquired title, perpetually unless terminated by a vote of not less than three-fourths (3/4) of the members of the Association.

**ARTICLE XI**  
**DECLARANT'S RIGHTS**

11.1 Declarant Control: The Declarant has created the Association and will retain control of said Association as provided for in Section 5303 of the PA Uniform Planned Community Act (68 Pa. C.S.A. §5303(c)). During the period of Declarant control set forth in (d) hereinbelow, the Declarant may appoint and remove officers and Board of Director members or designate a person to make such appointments or removals. The Declarant may voluntarily surrender the right to appoint and remove officers and Board of Director members before the period of Declarant control set forth in (d) hereinbelow has terminated. In that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the association or board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

11.2 Period of Declarant Control The period of Declarant control shall run from the date of the first conveyance of a Unit to a person other than the Declarant for a period of not more than seven (7) years; provided, however, that the period of Declarant control will terminate no later than the earlier of the following:

- i) Sixty (60) days after conveyance of 75% of the Units to Owners; or
- ii) Two years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

11.3 Election of Members to Board during Declarant Control Not later than 60 days after conveyance of 25% of the units which may be created to unit owners other than a Declarant, at least one member and not less than 25% of the members of the board shall be elected by unit owners other than the Declarant. Not later than 60 days after conveyance of 50% of the units that may be created to unit owners other than a Declarant, not less than 33% of the members of the board shall be elected by unit owners other than the Declarant.

**ARTICLE XII**  
**LIMITATION OF LIABILITY**

12.1 Standard of Conduct. 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.

(a) 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 suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(b) 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 presented be in the best interest of the Association.

12.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more of the officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) 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 or she 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.

(d) An officer of 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 or her reliance to be unwarranted.

(e) An officer of 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 or her reliance to be unwarranted.

12.3 Amendment. The Declarant shall have the right to amend this Declaration at any time to convert the Convertible Real Estate to lots or common facilities without consent of any lot owner. In addition, the Declarant shall have the right to amend the Plats and Plans under § 5210 (e) and (f) of the Act for any purpose without the consent of other lot owners until 75% of the lots have been conveyed.

12.4 Reservations, Declarant's Rights. The Declarant reserves the following rights and combination of rights:

- (a) To add real estate to the Planned Community.
- (b) To create Units and Common Facilities within the Planned Community including, but not limited to, all Convertible Real Estate.
- (c) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.
- (d) To withdraw real estate from the Planned Community.

12.5 Reservations, Special Declarant Rights. The Declarant reserves the following Special Declarant Rights to:

- (a) Complete improvements indicated on plats and plans, including but not limited to Convertible Real Estate, under Section 5210 of the Act.
- (b) Convert Convertible Real Estate under Section 5211 of the Act.
- (c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.
- (d) Convert a Unit into two or more Units, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.
- (e) Maintain offices, signs and models under Section 5217 of the Act.
- (f) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Convertible Real Estate under Section 5218 of the Act.
- (g) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.

12.6 Reservation to Convert Convertible Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to convert Convertible Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to 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 added, converted or withdrawn. Said option to convert Convertible Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

12.7 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn. Said option to add Additional Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

12.8 Reservation to Add Common Facilities Located Outside the Real Estate. The Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add a horse barn and related structures as Common Facilities to the Planned Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit.

12.9 Assurance. At such time as the Planned Community is expanded, if at all, the maximum number of Units on the Convertible Real Estate in aggregate will be no more than 0 Units and the maximum number of Units on the Additional Real Estate in aggregate will be no more than 0 Units. Any buildings to be constructed on the Convertible Real Estate and/or Additional real Estate and Units therein shall be compatible in quality, materials and architectural style with the buildings and Units in the Planned Community except that no assurance is made as to size of buildings or Units. All Units would be restricted to residential Use. The Declarant make no assurance (i) as to location of buildings or Units or other improvements and Common Elements within the Convertible Real Estate and/or Additional Real Estate or the extent thereof, or (ii) that any Common Elements created within any Convertible Real Estate and/or Additional Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (iii) that the proportion of Limited Common Elements to Units created within any

Convertible Real Estate and/or Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. The Declarant expressly reserves the right to designate Limited Common Elements in the Convertible Real Estate and/or Additional Real Estate and to make improvements. The Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units are created in the Convertible Real Estate and/or Additional Real Estate, each Unit Owner therein shall be a member of the Association, each new Unit shall have one vote in the Association and each Unit shall have equal Common Expense Liability with all other Units for General Common Expenses (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability of each Unit shall be determined by dividing the total of the previously existing and any newly created number of Units into 100, and the quotient is the percentage of Common Expense Liability of each Unit for General Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Convertible Real Estate and/or Additional Real Estate. In the event that the Declarant shall not add, or adds and then subsequently withdraws, any portion of the Convertible Real Estate and/or Additional Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described in Exhibits "B" "C" and "D", as they may be amended from time to time and operates the same without restriction. No assurance given herein shall apply to any portion of the Convertible Real Estate and/or Additional Real Estate not added to or withdrawn from the Planned Community.

12.10 Reservations to Withdraw Real Estate. The Declarant hereby explicitly reserve an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserve the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "C" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If real estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn real estate. Each remaining Unit shall have one vote in the Association and each remaining Unit shall have equal Common Expense Liability with all other remaining Units for General Common Expenses (and each Unit shall have the liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability

shall be determined by dividing the number of remaining Units into 100 and the quotient will be the percentage of Common Expense Liability of each Unit for General Common Expenses. In the event that the Declarant withdraw any portion of the Withdrawable Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community. Said option to withdraw Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

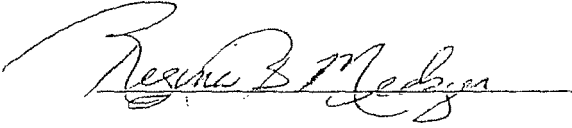
**ARTICLE XIII**  
**AMENDMENT**

13.1 Amendments. Subject to the Declarant's rights under Section 11.2, this Declaration may be amended at any time after the date hereof by a vote of at least three-fourths (3/4) of all Unit owners at a meeting of all Unit owners after written notice of the meeting is given to all Unit owners. The Amended Declaration shall be signed by the President of the Association recorded at the Recorder of Deeds Office of Washington County and indexed against all record owners.

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

WITNESS:

DECLARANT: **Maronda Homes, Inc.**

  
\_\_\_\_\_

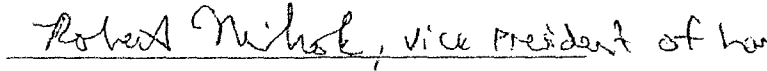
  
\_\_\_\_\_ , vice president of her



EXHIBIT A

Lots 1-77  
Lots 101-120  
Parcel "A"  
Parcel "B"

As Recorded on January 3, 2006  
on Instrument #200600026

Lot Number	Parcel Number	Lot Number	Parcel Number
1	170-015-06-00-0001-00	51	170-015-06-00-0051-00
2	170-015-06-00-0002-00	52	170-015-06-00-0052-00
3	170-015-06-00-0003-00	53	170-015-06-00-0053-00
4	170-015-06-00-0004-00	54	170-015-06-00-0054-00
5	170-015-06-00-0005-00	55	170-015-06-00-0055-00
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47	170-015-06-00-0047-00	120	170-015-06-00-0097-00
48	170-015-06-00-0048-00	Parcel A	170-015-06-00-0098-00
49	170-015-06-00-0049-00	Parcel B	170-015-06-00-0099-00
50	170-015-06-00-0050-00	Road R/W	170-015-06-00-0100-00

EXHIBIT B

Committed Real Estate

Lots 1-77

Lots 101-120

As Recorded on January 3, 2006

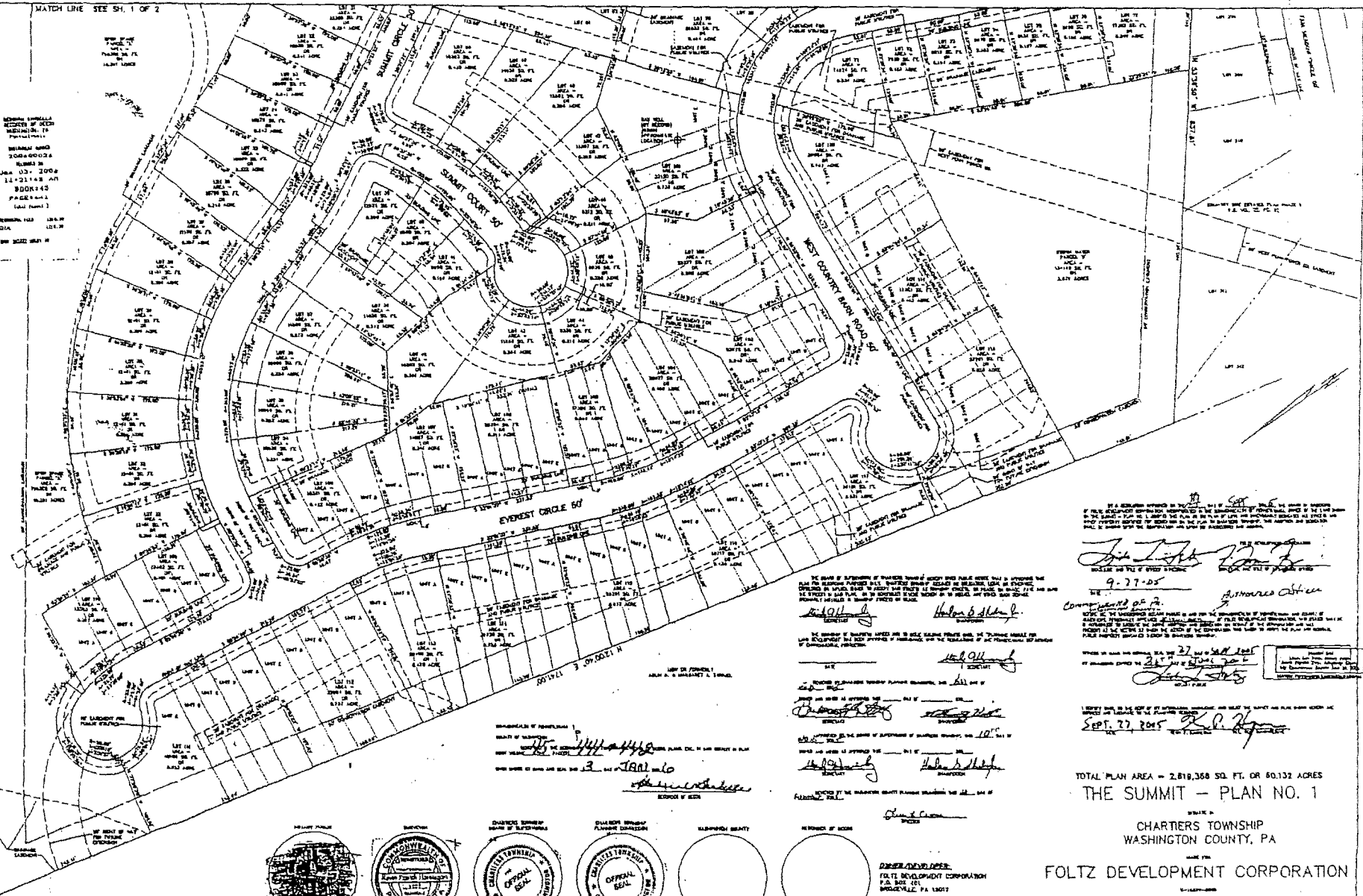
on Instrument #200600026



NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

MATCH LINE SEE SH. 1 OF 2

RECORDING INFORMATION  
RECORDING NO. 19  
DATE 03-20-06  
BOOK 442  
PAGE 44-1  
SHEET 3 OF 3



BY A RESOLUTION APPROVED BY THE BOARD OF SUPERVISORS OF THE CHARTERS TOWNSHIP OF WASHINGTON COUNTY, PENNSYLVANIA, ON THE 27th DAY OF SEPTEMBER, 2005, THE BOARD OF SUPERVISORS HAS APPROVED THE PLAN AND SPECIFICATIONS OF THE DEVELOPMENT OF THE SUMMIT, AS SHOWN ON THE ATTACHED MAP, AND HAS ORDERED THAT THE PLAN BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, PENNSYLVANIA, AND THAT THE BOARD OF SUPERVISORS BE AND IT BE SO ORDERED.

*John J. Lutz*  
MAYOR OF CHARTERS TOWNSHIP

9-27-05  
Commissioner of P.A.

THE BOARD OF SUPERVISORS OF CHARTERS TOWNSHIP OF WASHINGTON COUNTY, PENNSYLVANIA, HAS APPROVED THE PLAN AND SPECIFICATIONS OF THE DEVELOPMENT OF THE SUMMIT, AS SHOWN ON THE ATTACHED MAP, AND HAS ORDERED THAT THE PLAN BE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, PENNSYLVANIA, AND THAT THE BOARD OF SUPERVISORS BE AND IT BE SO ORDERED.

*John J. Lutz*  
MAYOR OF CHARTERS TOWNSHIP

*John J. Lutz*  
MAYOR OF CHARTERS TOWNSHIP

*John J. Lutz*  
MAYOR OF CHARTERS TOWNSHIP

*John J. Lutz*  
MAYOR OF CHARTERS TOWNSHIP

SEPT. 27, 2005

SEPT. 27, 2005

TOTAL PLAN AREA = 2,819,368 SQ. FT. OR 64.932 ACRES  
THE SUMMIT - PLAN NO. 1

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION



SCALE 1" = 40'  
DATE OF RECORDING: 03-20-06  
DRAWN BY: J. LUTZ

THE CHARTERS TOWNSHIP OF WASHINGTON COUNTY, PENNSYLVANIA  
100 SOUTH MAIN STREET  
WASHINGTON, PA 15388-2411  
TEL: 724-325-1234

EXHIBIT C

Convertible/Withdrawable Real Estate

None

**EXHIBIT D**

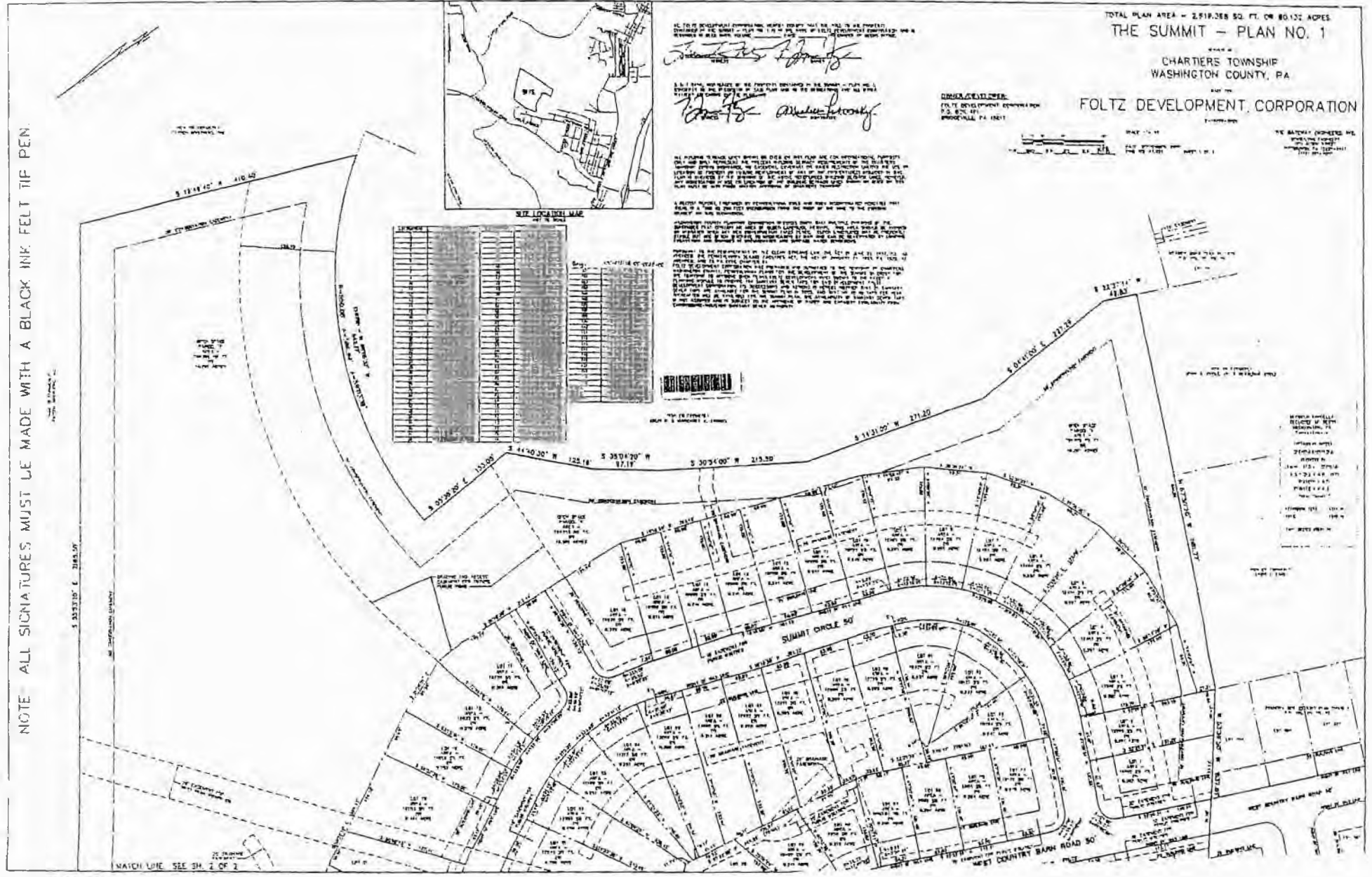
**Additional Real Estate**

**None**

EXHIBIT E

Recorded Inst. # 200600026

NOTE ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



TOTAL PLAN AREA - 2,819,368 SQ. FT. OR 64,102 ACRES  
THE SUMMIT - PLAN NO. 1

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION

AS THE DEVELOPER OF THE PROPERTY DESCRIBED HEREIN, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM NOT PROVIDING ANY INFORMATION WHICH IS UNTRUE OR MISLEADING.

*[Signature]*

I, THE DEVELOPER, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM NOT PROVIDING ANY INFORMATION WHICH IS UNTRUE OR MISLEADING.

*[Signature]*

ALL DIMENSIONS SHOWN ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED AS A BASIS FOR CONSTRUCTION. THE DIMENSIONS SHOWN ON THIS PLAN ARE SUBJECT TO THE DIMENSIONS SHOWN ON THE RECORD DRAWINGS AND THE DIMENSIONS SHOWN ON THE RECORD DRAWINGS SHALL CONTROL.

A SETBACK SCHEDULE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED AS A BASIS FOR CONSTRUCTION. THE SETBACKS SHOWN ON THIS PLAN ARE SUBJECT TO THE SETBACKS SHOWN ON THE RECORD DRAWINGS AND THE SETBACKS SHOWN ON THE RECORD DRAWINGS SHALL CONTROL.

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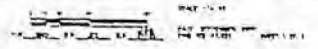
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DESIGN DEVELOPER  
FOLTZ DEVELOPMENT CORPORATION  
P.O. BOX 811  
PROSVILLE, PA 15087



THE BATTERY ENGINEERS, INC.  
P.O. BOX 1000  
HARRISBURG, PA 17103

SETBACK SCHEDULE

LOT NO.	FRONT	REAR	SIDE
1	10.00	10.00	10.00
2	10.00	10.00	10.00
3	10.00	10.00	10.00
4	10.00	10.00	10.00
5	10.00	10.00	10.00
6	10.00	10.00	10.00
7	10.00	10.00	10.00
8	10.00	10.00	10.00
9	10.00	10.00	10.00
10	10.00	10.00	10.00
11	10.00	10.00	10.00
12	10.00	10.00	10.00
13	10.00	10.00	10.00
14	10.00	10.00	10.00
15	10.00	10.00	10.00
16	10.00	10.00	10.00
17	10.00	10.00	10.00
18	10.00	10.00	10.00
19	10.00	10.00	10.00
20	10.00	10.00	10.00
21	10.00	10.00	10.00
22	10.00	10.00	10.00
23	10.00	10.00	10.00
24	10.00	10.00	10.00
25	10.00	10.00	10.00
26	10.00	10.00	10.00
27	10.00	10.00	10.00
28	10.00	10.00	10.00
29	10.00	10.00	10.00
30	10.00	10.00	10.00
31	10.00	10.00	10.00
32	10.00	10.00	10.00
33	10.00	10.00	10.00
34	10.00	10.00	10.00
35	10.00	10.00	10.00
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38	10.00	10.00	10.00
39	10.00	10.00	10.00
40	10.00	10.00	10.00
41	10.00	10.00	10.00
42	10.00	10.00	10.00
43	10.00	10.00	10.00
44	10.00	10.00	10.00
45	10.00	10.00	10.00
46	10.00	10.00	10.00
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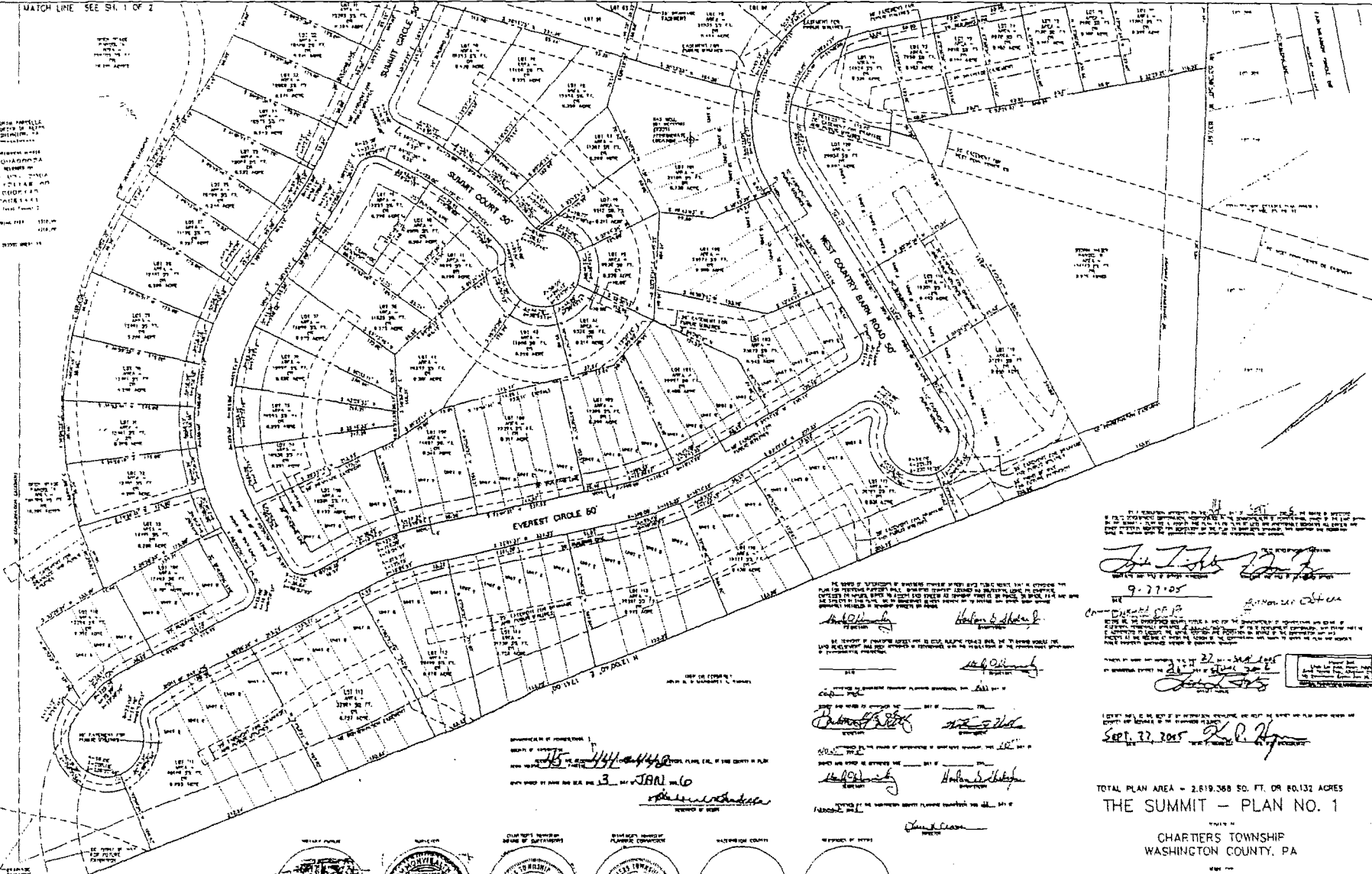
MATCH LINE SEE SH. 2 OF 2



NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

MATCH LINE SEE SH. 1 OF 2

GEORGE ANSELLE  
REGISTERED PLANNING  
ENGINEER  
1100 N. 2ND ST.  
SUITE 100  
FARGO, ND 58102  
PHONE 781-1111  
FAX 781-1112

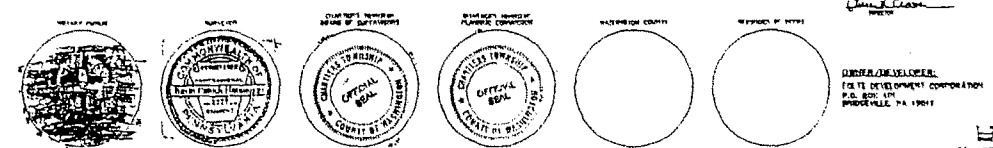


9.7.05  
9.27.05  
Sept. 27, 2005

APPROVED BY: [Signatures]  
DATE: [Date]  
[Signatures]

TOTAL PLAN AREA = 2,619,368 SQ. FT. OR 60.132 ACRES  
THE SUMMIT - PLAN NO. 1  
CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION



DATE: 9/27/05  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

EXHIBIT F

Additional Easements and Licensing

None





R0007RMN WCR000312

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR THE SUMMIT,  
A PLANNED COMMUNITY, TOWNSHIP OF CHARTIERS,  
COUNTY OF WASHINGTON, COMMONWEALTH OF PENNSYLVANIA**

THIS FIRST AMENDMENT TO DECLARATION is made the 8<sup>th</sup> day of August, 2012, by MARONDA HOMES, INC., a Pennsylvania corporation, (the "Declarant").

**WITNESSETH**

WHEREAS, on or about October 3, 2006, the Declarant executed The Declaration of Covenants, Conditions, Reservations and Restrictions for The Summit, a Planned Community, Township of Chartiers, County of Washington, Commonwealth of Pennsylvania, which was recorded at Instrument No. 200630622 on October 11, 2006 in Office the Recorder of Deeds, Washington County, Pennsylvania (the "Declaration").

WHEREAS, on May 18, 2012, notice was provided to each Unit Holder of The Summit that pursuant to Section 13.1 of the Declaration, a meeting would be held on June 1, 2012 at the office of Acri Commercial Realty, Inc. to amend the Declaration.

WHEREAS, on June 1, 2012, a meeting was held at which time the Declaration was amended to confirm that the Declarant elected to convert 87 townhome lots into 48 single family lots.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Except as expressly modified by this First Amendment to the Declaration, all the terms and conditions of the Declaration remain in full force and effect.

2. Paragraph 1.3 of the Declaration is amended by deleting the number "77" and replacing it with "125" and deleting subparagraph B such that Section 1.3(A) now reads as follows:

**"Single-Family Units — consisting of up to 125 lots improved with single-family dwelling units."**

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
201224033

RECORDED ON  
AUG 14, 2012  
3:30:36 PM

Total Pages: 18

RECORDING FEES \$527.00  
TOTAL PAID \$527.00

INV: 521714 USER: TW

3. Paragraph 1.4 is amended by deleting “77 Single Family Units and 87 Townhome Units” and replacing it with “up to 125 Single Family Units” such that Paragraph 1.4 now reads as follows:

**“Committed Real Estate. Developer has committed to develop and hereby submits to the Planned Community in accordance with and subject to this Declaration that land use plan for the development of up to 125 Single Family Units on that portion of the Real Estate known and referred to as The Summit, as described and depicted on Exhibit “B” attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (the “Committed Real Estate”).**

4. Paragraph 1.5(b) is amended by deleting “39 Single Family Units and 65 Townhome Units and replacing it with “87 Single Family Units.”

5. Paragraphs 2.2(k) and 2.4(a)-(f) are deleted in their entirety.

6. Paragraph 2.2(u) is amended by deleting the sentence “Unit including Townhome Units and Single Family Units.”

7. Paragraph 2.6 is amended to replace “Units of 164” with “125 Units.”

8. Paragraph 2.7 is amended to delete “i) for Single Family Units, ii) for Townhome Units. All Townhome Units in a particular cluster affected by such relocation or combination relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§ 5214 and 5215 of the Act.” The remainder remains unchanged.

9. Paragraphs 2.8, 3.7, 3.8 and 4.2 are deleted in their entirety.

10. Paragraph 5.1(G) is amended to delete the following: “No fence shall be erected by any Townhome Unit Member unless approval is granted from the Declarant or a three-fourths (3/4) approval from the Townhome Unit Member.” The remainder remains unchanged.

11. Paragraphs 8.1-8.5 are amended to read as follows:

**8.1 Budget. There shall be an annual budget for Common Facility Expenses (the “Common Facility Assessment” or the “Assessments”).**

**8.2 Monthly Assessments. The Assessments made in order to meet the requirements of the Association’s annual budget for each shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly**

installments) and shall be due and payable in advance on the first day of each month (Declarant shall be exempt from all Assessments). Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors. Certain Units may be subject to multiple Assessments. The initial Common Facility Assessment shall be set at Twelve dollars and 00/100 (\$12.00) per month, per unit, for Single Family Units, subject to change upon approval by the Association.

**8.3 Units Subject to Assessment**

(a) **Assessments for common Facilities.** The budget for the Common Facilities Expenses shall not include any amount for the expenses of a Common Facility if the Declarant has retained and not transferred to the Association the responsibility for maintenance and repair of that Common Facility, and no Unit shall be subject to an assessment for a Common Facility Expense for a particular Common Facility until the responsibility for the maintenance and repair of that Common Facility is transferred from the Declarant to the Association.

(b) **Deleted.**

**8.4 Allocation of Interest for Common Facility Expenses.** The percentage of Common Facility Expenses shall be allocated on all Units, in equal amounts on a pro rata basis by dividing the Common Facility Expenses by the number of Units. The initial percentage of Common Facility Expenses for each Unit is the estimate4d budge for the Common Facility Expenses divided by the total number of Units.

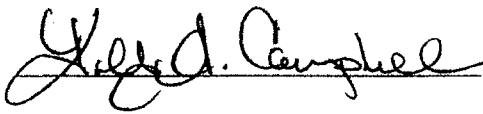
**8.5 Deleted.**

12. **Exhibit A** is amended to add the attached additional pages listing the parcel numbers for Phase II and including the Plats.
13. **Exhibit B** is amended to add the following: "Lots 201-248, as Recorded on July 19, 2012 on Instrument #201221315." The amended version of Exhibit B is attached hereto.

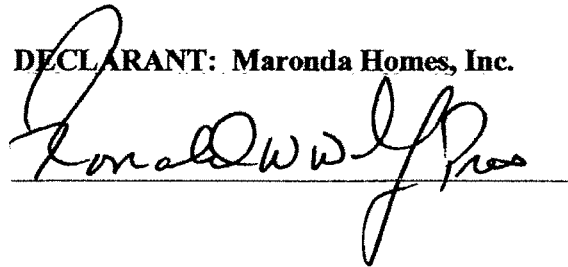
14. **Exhibit E** is amended to add recorded Instrument No. 201221315 and the attached Plat. The amended version of Exhibit E is attached hereto.

**IN WITNESS WHEREOF**, the Declarant and the President of the Homeowners Association have caused their names to be signed to these presents on the day and year first above written.

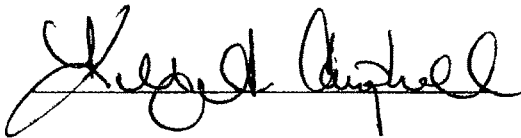
WITNESS:

  
\_\_\_\_\_

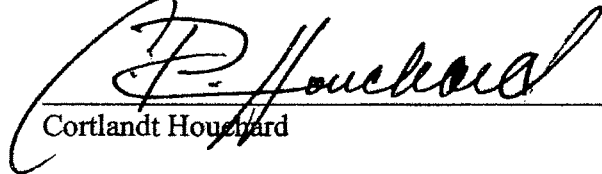
**DECLARANT: Maronda Homes, Inc.**

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

**President of Homeowners Association**

  
\_\_\_\_\_

Cortlandt Houchard







**EXHIBIT "A"**

Lots 201-248  
As recorded on July 19, 2012 on Instrument #201221315

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
201	170-015-06-00-0078-00	217	170-015-06-00-0094-00	233	170-015-06-00-0113-00
202	170-015-06-00-0079-00	218	170-015-06-00-0095-00	234	170-015-06-00-0114-00
203	170-015-06-00-0080-00	219	170-015-06-00-0096-00	235	170-015-06-00-0115-00
204	170-015-06-00-0081-00	220	170-015-06-00-0097-00	236	170-015-06-00-0116-00
205	170-015-06-00-0082-00	221	170-015-06-00-0101-00	237	170-015-06-00-0117-00
206	170-015-06-00-0083-00	222	170-015-06-00-0102-00	238	170-015-06-00-0118-00
207	170-015-06-00-0084-00	223	170-015-06-00-0103-00	239	170-015-06-00-0119-00
208	170-015-06-00-0085-00	224	170-015-06-00-0104-00	240	170-015-06-00-0120-00
209	170-015-06-00-0086-00	225	170-015-06-00-0105-00	241	170-015-06-00-0121-00
210	170-015-06-00-0087-00	226	170-015-06-00-0106-00	242	170-015-06-00-0122-00
211	170-015-06-00-0088-00	227	170-015-06-00-0107-00	243	170-015-06-00-0123-00
212	170-015-06-00-0089-00	228	170-015-06-00-0108-00	244	170-015-06-00-0124-00
213	170-015-06-00-0090-00	229	170-015-06-00-0109-00	245	170-015-06-00-0125-00
214	170-015-06-00-0091-00	230	170-015-06-00-0110-00	246	170-015-06-00-0126-00
215	170-015-06-00-0092-00	231	170-015-06-00-0111-00	247	170-015-06-00-0127-00
216	170-015-06-00-0093-00	232	170-015-06-00-0112-00	248	170-015-06-00-0128-00

Lots 1-77  
Parcels "A" and Parcel "B"  
As recorded on January 3, 2006 on Instrument #200600026

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



*[Handwritten signatures and notes]*

APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA

DATE: 11/15/11

FOR THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA

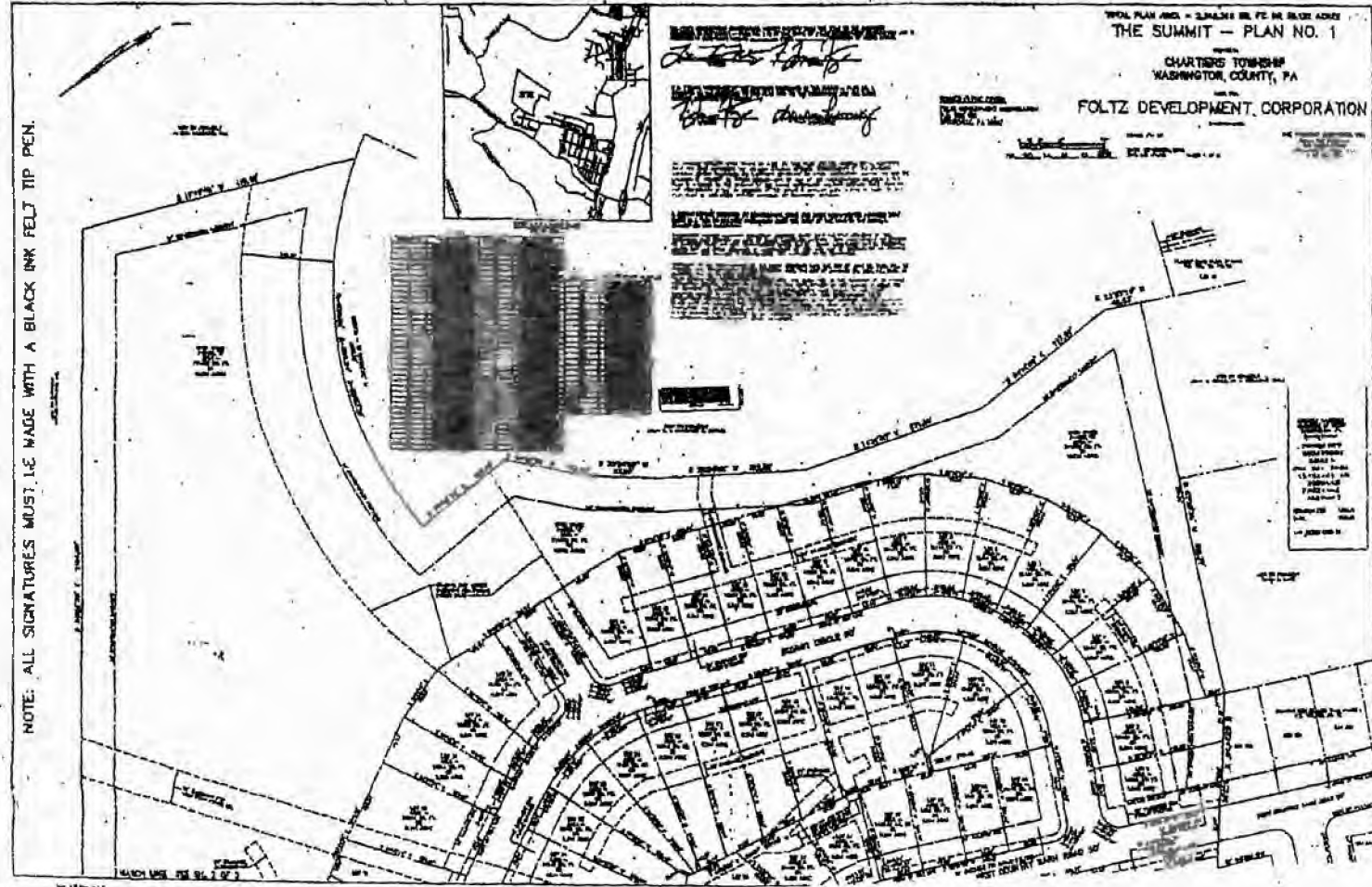
FOR THE DEVELOPER  
FDLIZ DEVELOPMENT CORPORATION

FDLIZ DEVELOPMENT CORPORATION

WASHINGTON COUNTY, PA

THE SUMMIT - PLAN NO. 1

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



TOTAL PLAN AREA = 2.34466 AC. FC OR MORE ADJACENT

THE SUMMIT - PLAN NO. 1

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION

*[Signature]*

*[Signature]*

*[Signature]*

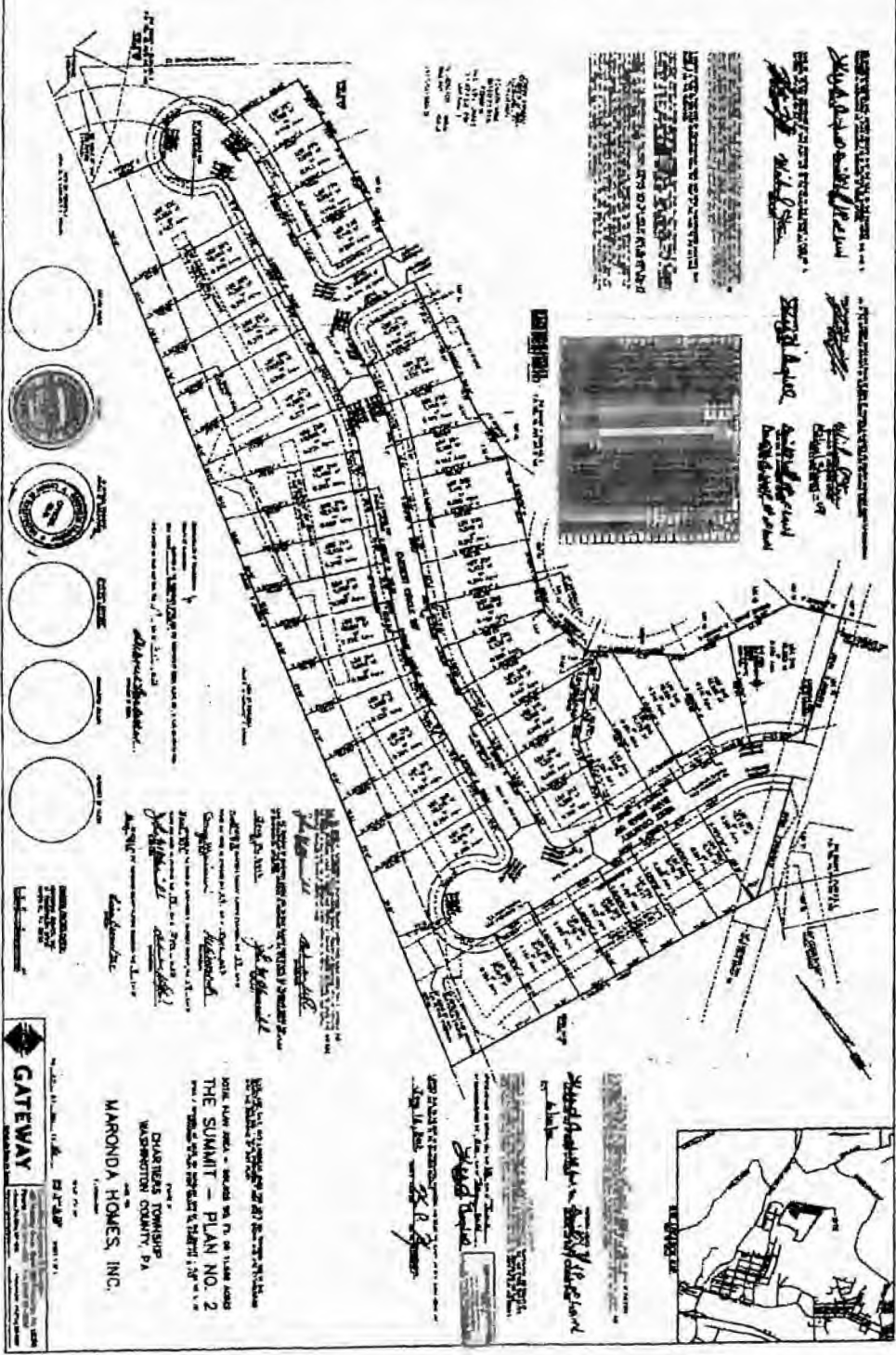
*[Signature]*

*[Signature]*

*[Signature]*

Proposed  
 Existing  
 Easement  
 Utility  
 Other

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



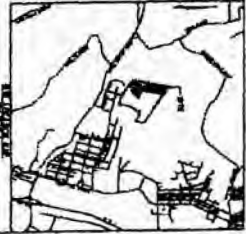
**GATEWAY**

WASHINGTON COUNTY, PA

CHARLEAS TOWNSHIP  
WASHINGTON COUNTY, PA

**WARONDA HOMES, INC.**

THE SUMMIT - PLAN NO. 2



WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

WARONDA HOMES, INC.  
1000 W. 10th Street  
Washington, PA 15386

**EXHIBIT B**

**Committed Real Estate**

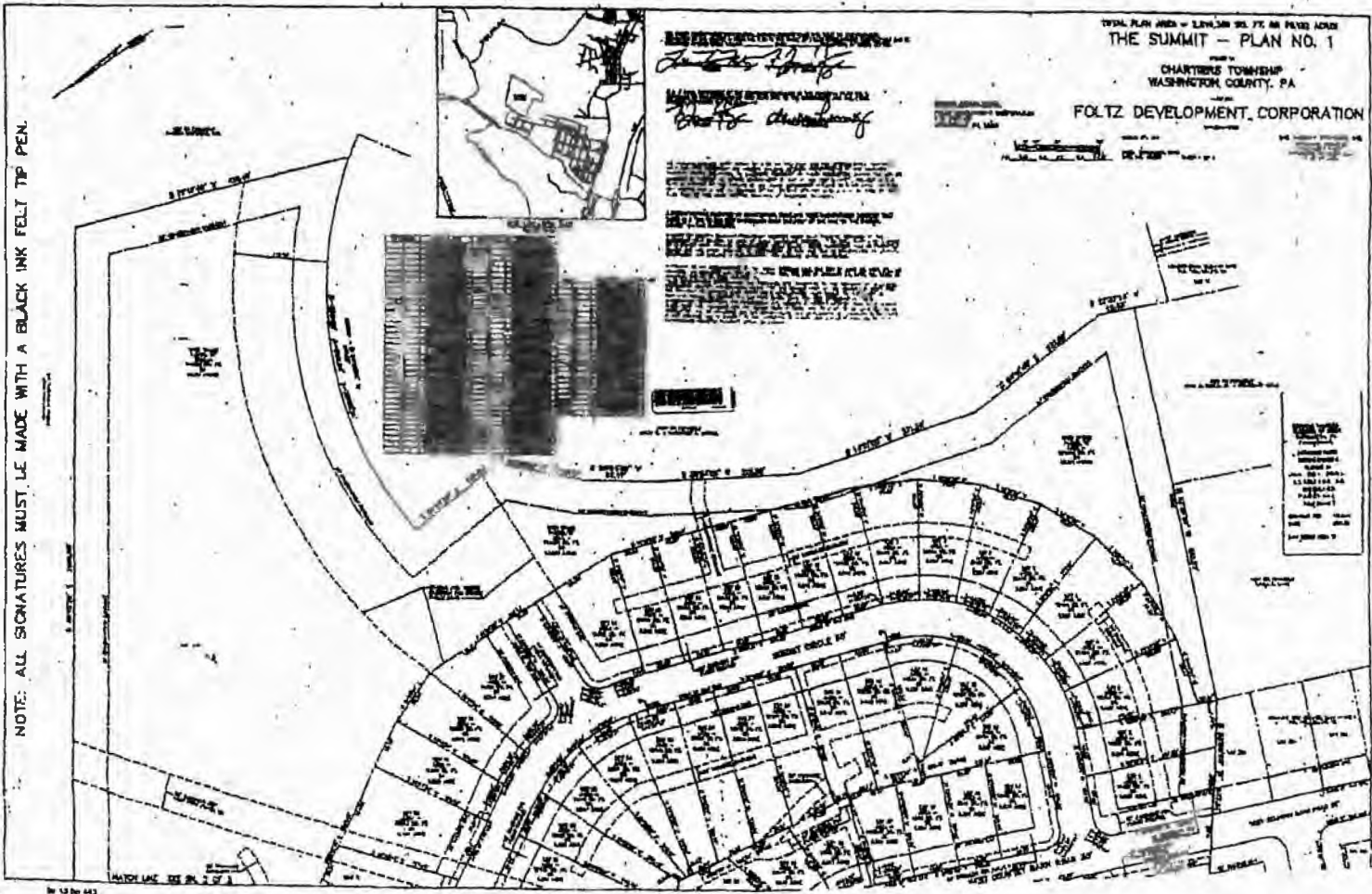
**Lots 1-77**

**As Recorded on January 3, 2006  
on Instrument #200600026**

**Lots 201-248**

**As Recorded on July 19, 2012  
on Instrument #201221315**

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

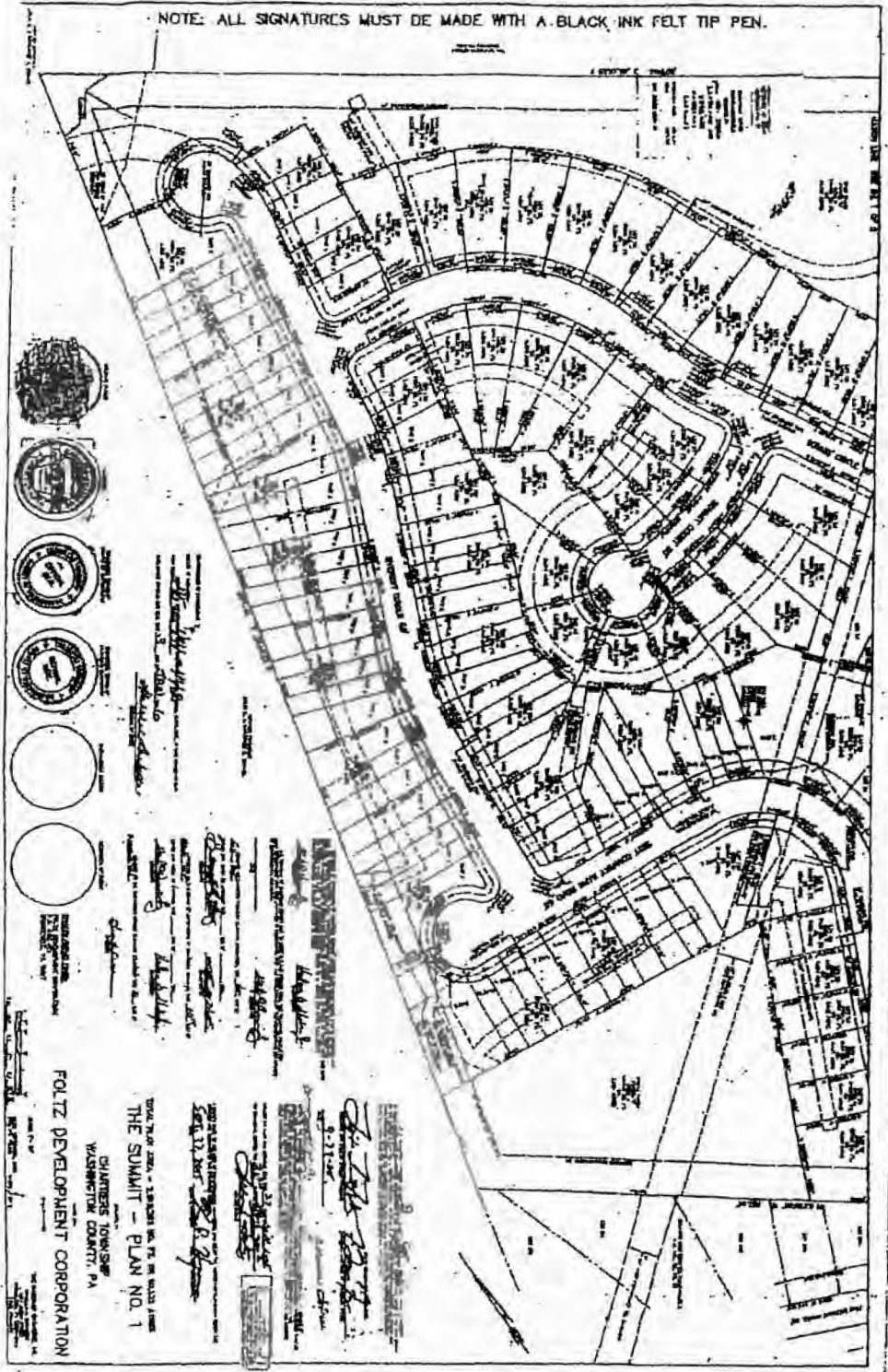


*[Signature]*  
*[Signature]*  
[Illegible text]  
[Illegible text]  
[Illegible text]

TOTAL PLAN AREA - 120,000 SQ. FT. OR THEREABOUTS  
**THE SUMMIT - PLAN NO. 1**  
CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA  
**FOLTZ DEVELOPMENT CORPORATION**

[Illegible text]  
[Illegible text]  
[Illegible text]  
[Illegible text]  
[Illegible text]

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



*[Handwritten signatures and notes]*  
 APPROVED BY: *[Signature]*  
 DATE: *[Date]*  
 TITLE: *[Title]*

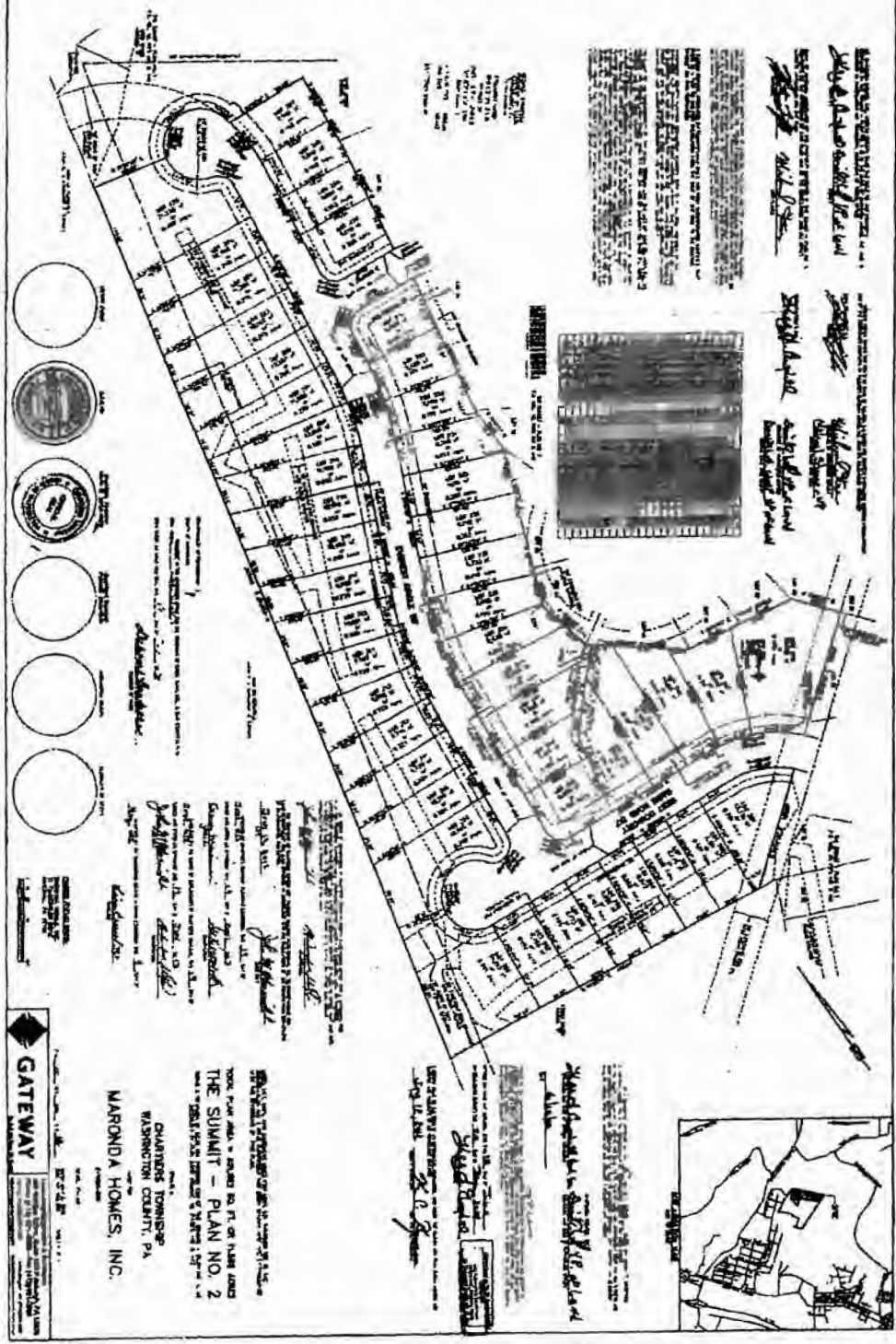
*[Handwritten signatures and notes]*  
 APPROVED BY: *[Signature]*  
 DATE: *[Date]*  
 TITLE: *[Title]*

FOLTZ DEVELOPMENT CORPORATION  
 QUANTICO, VIRGINIA

THE SUMMIT - PLAN NO. 1  
 QUANTICO TOWNSHIP  
 WASHINGTON COUNTY, VA



NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



**GATEWAY**

1000 GATEWAY DRIVE  
 WASHINGTON COUNTY, PA 17063  
 (717) 766-1111

CHARIERS TOWNSHIP  
 WASHINGTON COUNTY, PA

**MARONDA HOMES, INC.**

THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF  
 THE SUMMIT - PLAN NO. 2

LET OF LANDS CENTER  
 WASHINGTON COUNTY, PA

WASHINGTON COUNTY  
 WASHINGTON COUNTY, PA



WEST VIRGINIA STATE UNIVERSITY  
 DEPARTMENT OF CIVIL ENGINEERING  
 360 UNIVERSITY AVENUE  
 MOOREHEAD, WV 26043

DR. JAMES W. HARRIS  
 PROFESSOR

DR. JAMES W. HARRIS  
 PROFESSOR

DR. JAMES W. HARRIS  
 PROFESSOR

WASHINGTON COUNTY  
 WASHINGTON COUNTY, PA

WASHINGTON COUNTY  
 WASHINGTON COUNTY, PA

WASHINGTON COUNTY  
 WASHINGTON COUNTY, PA

WASHINGTON COUNTY  
 WASHINGTON COUNTY, PA

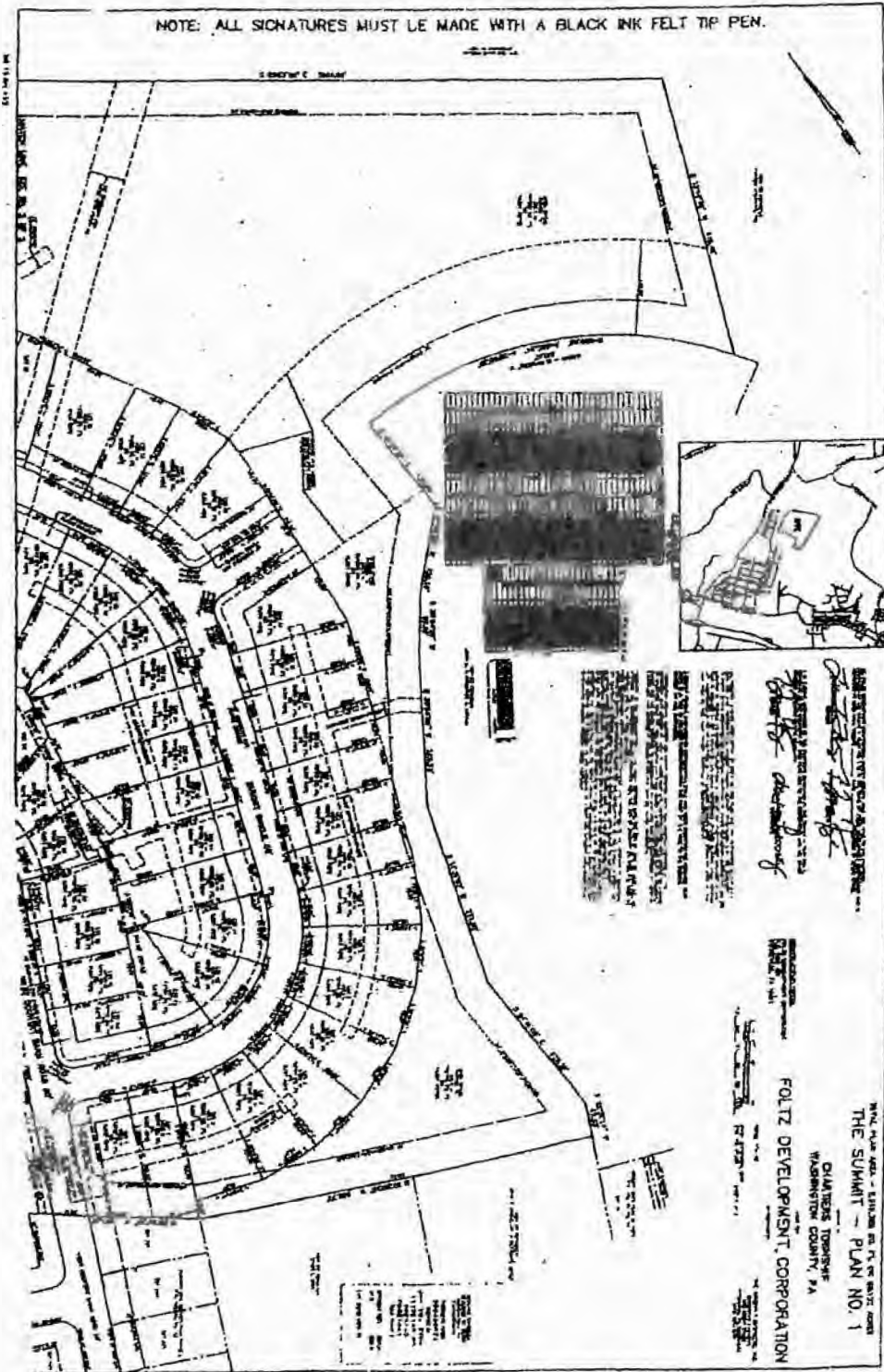
**EXHIBIT E**

**Recorded Inst. # 200600026**

**And**

**Recorded Inst. # 201221315**

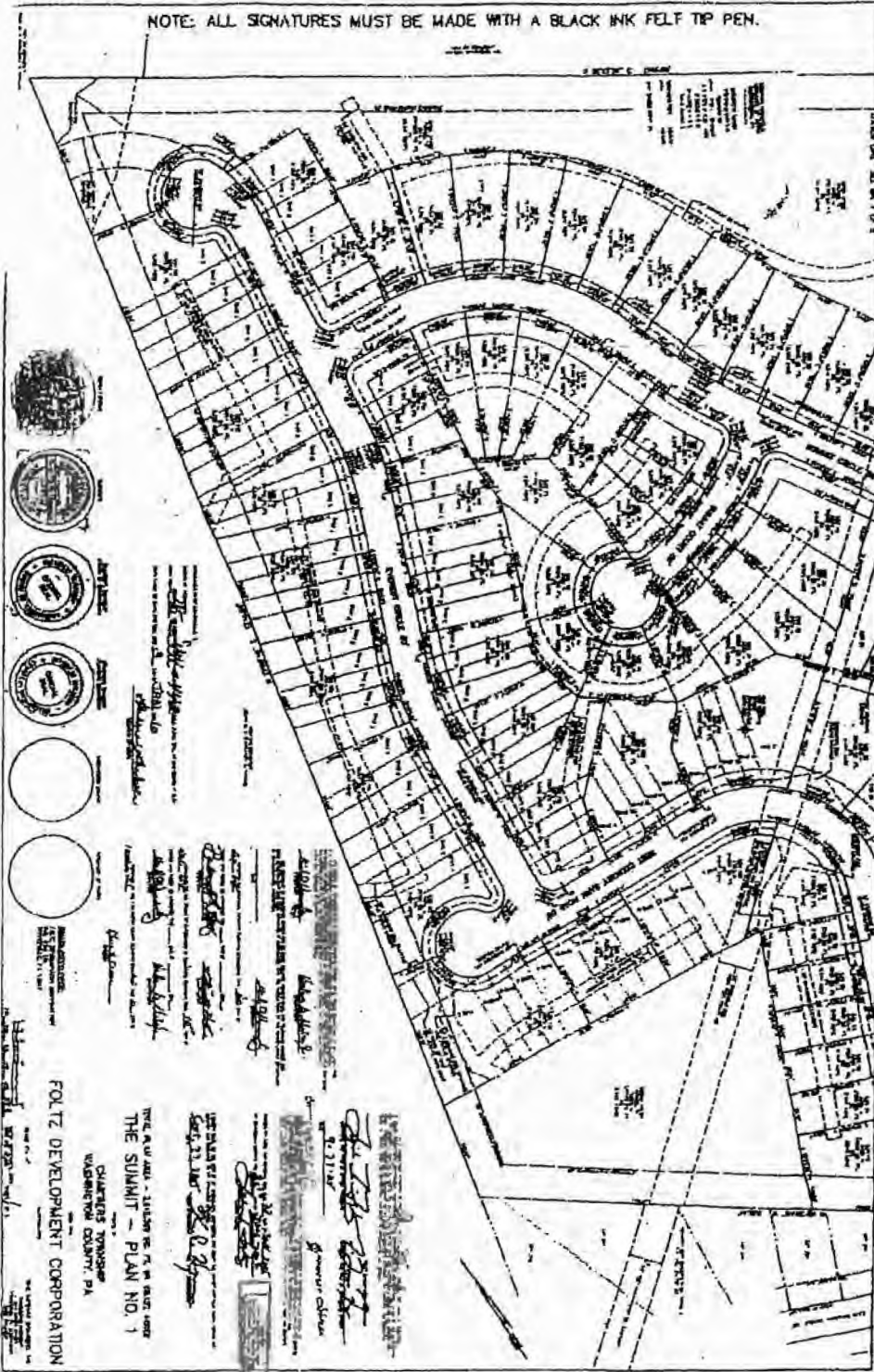
NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



I, *[Signature]*  
 being duly sworn, depose and say that the above is a true and correct copy of the original as shown to me by *[Signature]*  
 Subscribed and sworn to before me this *[Date]* day of *[Month]*, 19*[Year]*.  
*[Signature]*  
 Notary Public

FOLTZ DEVELOPMENT CORPORATION  
 1000 MARKET STREET  
 PHILADELPHIA, PA. 19107  
 THE SUMMIT - PLAN NO. 1  
 OLIVETOWN TOWNSHIP  
 WASHINGTON COUNTY, PA.

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



-  BUILDING FOOTPRINT
-  STREET
-  PARKING SPACE
-  TREE
-  FENCE
-  UTILITY LINE

THE SUMMIT - PLAN NO. 1  
 A DEVELOPMENT OF  
 FOLTZ DEVELOPMENT CORPORATION  
 WASHINGTON COUNTY, PA

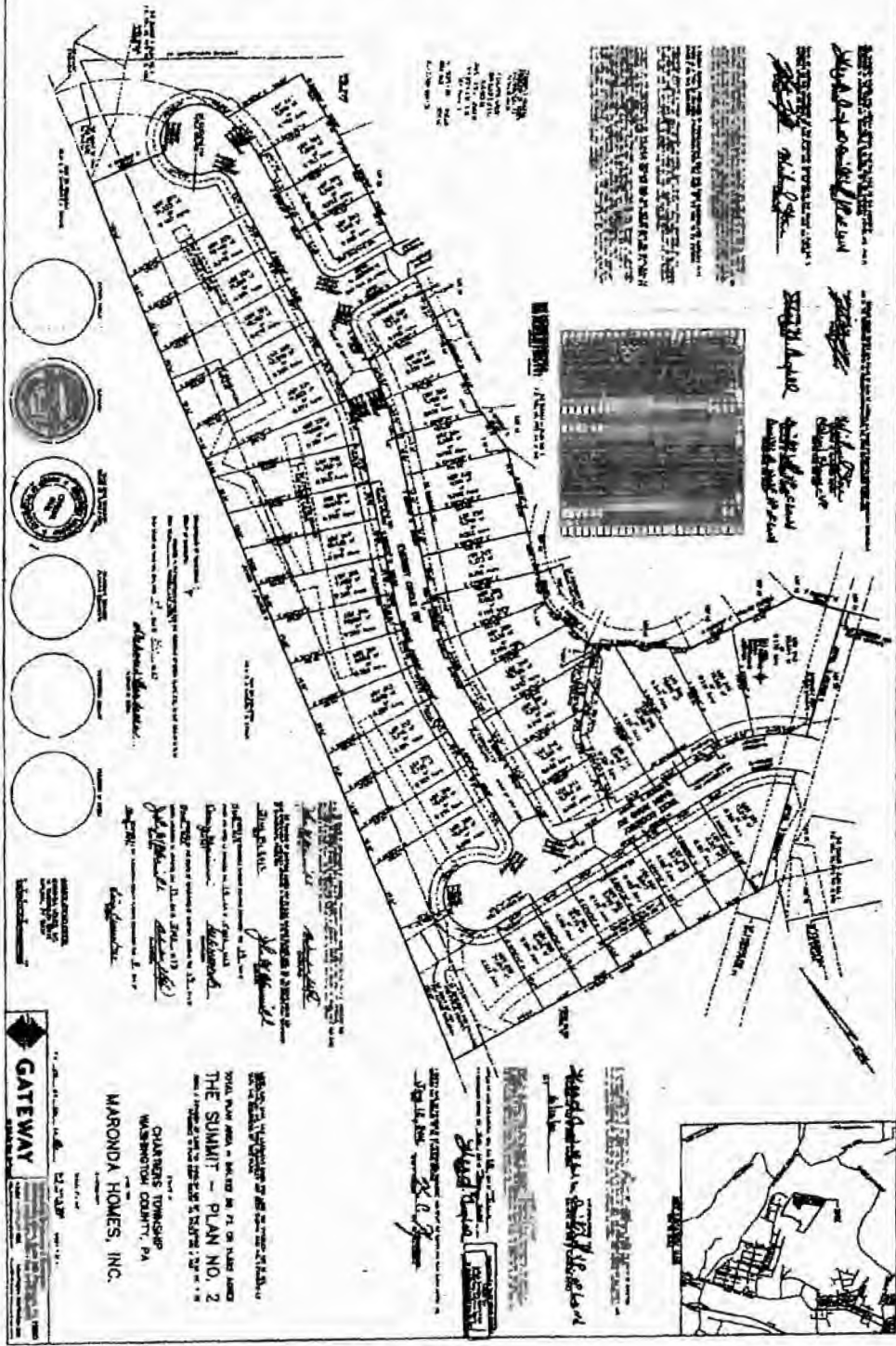
*[Handwritten signatures and notes]*

FOLTZ DEVELOPMENT CORPORATION  
 WASHINGTON COUNTY, PA

THE SUMMIT - PLAN NO. 1  
 WASHINGTON COUNTY, PA

*[Handwritten signatures and notes]*

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



I, *[Signature]*,  
 being duly sworn, depose and say that I am the  
 duly authorized representative of the  
 undersigned and that the foregoing is a true and  
 correct copy of the original as the same appears  
 in my files and records.

I, *[Signature]*,  
 being duly sworn, depose and say that I am the  
 duly authorized representative of the  
 undersigned and that the foregoing is a true and  
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I, *[Signature]*,  
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 duly authorized representative of the  
 undersigned and that the foregoing is a true and  
 correct copy of the original as the same appears  
 in my files and records.

**GATEWAY**

CHANGERS TOWNSHIP  
 WASHINGTON COUNTY, PA  
**MARONDA HOMES, INC.**

TOTAL PLAT AREA IS 16.00 ACRES  
**THE SUMMIT - PLAN NO. 2**  
 PREPARED BY *[Signature]*

I, *[Signature]*,  
 being duly sworn, depose and say that I am the  
 duly authorized representative of the  
 undersigned and that the foregoing is a true and  
 correct copy of the original as the same appears  
 in my files and records.





DEBORAH BARDELLA  
 RECORDER OF DEEDS  
 WASHINGTON, PA  
 PENNSYLVANIA  
 INSTRUMENT NUMBER  
 200630622  
 RECORDED ON  
 OCT 11, 2006  
 2:49:36 PM  
 Total Fees: \$7  
 RECORDING FEES \$240.00  
 TAX PAID \$240.00  
 W/ \$10436 USER: JF

**THE DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR THE SUMMIT, A PLANNED COMMUNITY, TOWNSHIP OF CHARTIERS, COUNTY OF WASHINGTON, COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made the 3<sup>rd</sup> day of October, 2006, by **MARONDA HOMES, INC., a Pennsylvania corporation**, (the "Declarant") and the owner in fee simple of the respective real estate further herein described.

**WITNESSETH**

**ARTICLE I**  
**PROPERTY DESCRIPTION AND SUBMISSION**

1.1. Property Ownership and Description. The Declarant is the owner in fee simple of the real property described and referred to as the Committed Property under Section 1.4 of this Declaration, all of which real property is situate in Chartiers Township, Washington County, Pennsylvania, as more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate").

1.2. Intention to Develop Some or All of Real Estate As A Planned Community. The Declarant intends to develop some portions or all of the Real Estate as part of a multi-phased planned community known as "The Summit, a flexible planned community" ("Planned Community"). As portions of the Real Estate are committed by to the development and land use described herein, such portions of the Real Estate will become and be made part of the Planned Community, and an amendment to this Declaration specifying the portions committed to the Planned Community will be prepared and recorded. All portions of the Real Estate committed to the Planned Community will be developed in accordance with this Declaration and in accordance with the provisions of the Act.

1.3 Development of Real Estate. The Real Estate may be developed for Common Elements together with the Controlled Facilities, if any, required for each unit type:

- A. Single-Family Units --- consisting of up to 77 lots improved with single-family dwelling units.

B. Townhome Units --- consisting of up to 87 townhome units in clusters containing 3 to 7 townhomes.

As of the date of this Declaration, the Declarant has not committed to develop all of the Real Estate as a planned community or to develop all of the unit types described above, and Developer reserves the right and option in this Declaration and in accordance with the Act to convert convertible real estate, add additional real estate and withdraw withdrawable real estate (as each is described herein).

1.4. Committed Real Estate. Developer has committed to develop and hereby submits to the Planned Community in accordance with and subject to this Declaration that land use plan for the development of 77 Single Family Units and 87 Townhome Units on that portion of the Real Estate known and referred to as The Summit, as described and depicted on Exhibit "B" attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (the "Committed Real Estate").

1.5. Convertible/Withdrawable Real Estate. All portions of the Real Estate shown on the plan attached hereto as Exhibit "C" that are not part of the Committed Real Estate shown on Exhibit "B" are hereby declared to be convertible real estate within the meaning of the Act and withdrawable real estate within the meaning of the Act (the "Convertible/Withdrawable Real Estate"). As to the Convertible/Withdrawable Real Estate, the following rights and options are hereby fully reserved:

a) All or any portion of the Convertible/Withdrawable Real Estate may be withdrawn from this Declaration whether units have been constructed thereon or not; provided that no portion may be withdrawn if any person other than the Declarant owns a Unit situate thereon. If the Declarant exercises this option, the Declarant shall prepare, execute and record an amendment to this Declaration as permitted by the Act and Section 12.3 of the Declaration, containing a description of the portion of the Real Estate withdrawn and the fact of withdrawal.

b) All or any portion of the Convertible/Withdrawable Real Estate may be converted to Units, Common Elements or both, provided that the maximum number of Units that may be created with the Convertible/Withdrawable Real Estate is 39 Single Family Units and 65 Townhome Units. If the Declarant exercises this option, the Declarant shall prepare, execute and record an amendment to this Declaration as permitted by the Act and Section 12.3 of the Declaration, containing a description of

the Units created, any Common Elements included and the portion of the Real Estate that is being converted.

Nothing in this Declaration commits or obligates the Declarant to develop any portion of the Convertible/Withdrawable Real Estate and the Declarant may convert or withdraw any portion of the Convertible/Withdrawable Real Estate from time to time in such order as Developer may choose in its sole discretion. No assurances about the development of any portion of the Convertible/Withdrawable Real Estate, or the order in which any such development would occur, are made in this Declaration.

Any development of the Convertible/Withdrawable Real Estate for the Single-Family Units or Townhome Units will occur within the respective areas for such Units shown on Exhibit "C" except that nothing herein commits or obligates the Declarant to create or build any such Unit until an amendment to this Declaration is prepared, executed and recorded by the Declarant and the Declarant may in its discretion build any number of such Units up to the maximum number for each unit type set forth above.

1.6 Additional Real Estate. Declarant shall have the right, but not the obligation, to add to the Planned Community the additional real estate described more specifically on Exhibit "D" attached hereto and incorporated herein by reference (the "Additional Real Estate"). Nothing in this Declaration commits or obligates the Declarant to develop any portion of the Additional Real Estate and the Declarant may convert or withdraw any portion of the Additional Real Estate from time to time in such order as Developer may choose in its sole discretion. No assurances about the development of any portion of the Additional Real Estate, or the order in which any such development would occur, are made in this Declaration.

## ARTICLE II DEFINED TERMS AND DESCRIPTION OF PLANNED COMMUNITY

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

2.2 General Definitions:

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.).

(b) "Association" means the The Summit Homeowners' Association, a Pennsylvania non-profit corporation, its successors and assigns.

(c) "Board of Directors" means the Board of Directors of the Association.



(d) "Building(s)" means any buildings constructed or erected on the Real Estate.

(e) "By-laws" means the By-laws of the Association.

(f) "Committed Property" has the meaning described in Article 1.4.

(g) "Common Elements" means Common Facilities and Townhome Controlled Facilities..

(h) "Common Facilities" means all real estate and improvements within the Planned Community which benefit all of the Units in the Planned Community generally, including but not limited to, the following, any of which may or may not be constructed in the sole discretion of Declarant: storm water detention systems and ponds not dedicated to the public, open space, all streets and roadways located in the Planned Community not dedicated to the public and entrance monuments that provide common community services required or desired for the general use and benefit all Unit Owners generally, all as shown on the Plats and Plans now shown or as hereinafter amended.

(i) "Common Facility Assessment" has the meaning described in Article 8.1.

(j) "Common Facility Expenses" means the expenses of the Common Facilities, which expenses shall include, but not be limited to, expenses of maintenance and liability insurance and to pay wages for Association employees, Association management expenses, legal and accounting fees.

(k) "Controlled Facilities" means the Townhome Controlled Facilities.

(l) "Convertible Real Estate" has the meaning described in Article 1.5.

(m) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.

(n) "Declaration" means this document, as the same may be amended from time to time.

(o) "Improvements" means all of the Buildings and Common Elements described on Exhibits "B" and "C" as the same may be amended from time to time.

(p) "Lot" means a lot as described in the Plat(s) or Plan.

(q) "Percentage Interest" means the undivided ownership interest of each Unit Owner in the Common Facilities.

(r) "Planned Community" has the meaning as described in Article 1.1.

(s) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the Real Estate and made a part hereof, evidencing the Improvements shown on Exhibits "B", "C", and "D," as they may be amended from time to time.

(t) "Real Estate" means the real estate described in Exhibit "A".

(u) "Unit" means that portion of the Planned Community designated for separate ownership or occupancy, the boundaries of which are described in this Declaration and in the Plats and Plans and a portion of which may be designated as Controlled Facilities. Unit includes Townhome Units and Single Family Units.

(v) "Unit Owner" means the Declarant or such other person(s) or entity(ies) which holds title to one or more Units in the Planned Community. The term does not include a person(s) or entity(ies) having an interest in a Unit solely as security for an obligation.

(w) "Withdrawable Real Estate" has the meaning described in Article 1.5.

#### 2.3 Definitions Applicable to Single Family Units:

(a) "Single Family Unit Owner" means the owner in fee simple of any lot, designated for separate ownership or occupancy which is not in a Cluster and which is designated to have constructed on it a free-standing single family residential dwelling house.

(b) "Single Family Unit" means that portion of the Planned Community designated for separate ownership or occupancy which is not in a Cluster and which is designated to have constructed on it a freestanding single-family residential dwelling house.

#### 2.4 Definitions Applicable to Townhome Units:

(a) "Cluster" means a Building containing 3 to 7 Townhome Units.

(b) "Townhome Controlled Facilities" means all real estate and improvements within the Planned Community which is part of, or benefits solely, a Townhome Unit, which is not a Common Facility, but which is maintained, improved, repaired, replaced, regulated, managed, insured and/or controlled by the Association. Townhome Controlled Facilities for the Townhome Units include, but are not limited to: all real estate comprising the Townhome Units, all lawns on the Townhome Units, the roofs, gutters, downspouts, soffit, fascia, siding, masonry.

(c) "Townhome Controlled Facility Expenses" means the expenses of the Townhome Controlled Facilities, which are to be assessed against only the Townhome Owners if incurred by the Association as the result of its responsibility for maintaining, improving, repairing, replacing, regulating, managing, insuring and controlling the Controlled Facilities which are part of, or benefit solely, the Townhome Units.

(d) "Townhome Controlled Facility Assessment" has the meaning described in Article 8.1.

(e) "Townhome Unit" means that portion of the Planned Community designated for separate ownership or occupancy contained in a Cluster and connected by at least one wall to one or more other Townhome Units along with any yard, soffit or fascia that is attached, connected or contiguous to a Townhome Unit, which is not a portion of a Cluster, that is designated for separate ownership in connection with a Townhome Unit.

(f) "Townhome Owner" mean the Owner of a Townhome Unit.

2.5 Identifying Number. Each lot of the Committed Property is identified by the lot number shown on Exhibit "B". Any additional Units added in connection with Convertible Real Estate, will be identified in an attachment to any Amendment then filed pursuant to Article 1.5.

2.6 Number of Units. The Planned Community shall be developed in accordance with Article 1.2. It shall consist of a maximum number Units of 164.

2.7 Relocation of Unit Boundaries; Subdivision and Conversion of Units. The Declarant reserves the right to relocate boundaries between Units, and to combine Units at any time prior to the sale thereof: i) for Single Family Units; ii) for Townhome Units. All Townhome Units in a particular Cluster affected by such relocation or combination relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§5214 and 5215 of the Act.

2.8 Townhome Unit Boundaries. The title lines or boundaries of any Townhome Unit that is added pursuant to Article 1.5 will be identified in an exhibit to an Addendum then filed and will be generally described as follows:

(a) Upper and lower (Horizontal) Boundaries: There are no upper or lower horizontal boundaries for the Unit-Townhome.

(b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and, for the exterior

walls which are not party walls, with the lot lines of the Unit, and for the walls which are party walls, with the center line of the party walls to the lot lines.

(c) Each Townhome Unit shall include any yard, soffit or fascia that is attached, connected or contiguous to the Townhome Unit and designated for separate ownership in connection with a Townhome Unit along with all spaces, interior portions, structures, fixtures and improvements within the boundaries as described in Section 5202 of the Act.

### **ARTICLE III EASEMENTS**

3.1 Easements. The Declarant hereby creates the following easements:

(a) Easement for Sales Offices, Management Offices and Models. The 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 within the Real Estate. Any such sales offices, management offices and models shall comply with all applicable government regulations. The sales offices, management offices and models shall be limited to activities connected with The Summit and no other plan. Declarant reserves the right to place models, management offices and sales offices on any portion of the open spaces in such manner, of such size and in such locations as Declarant deem appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Real Estate. Upon the relocation of a model, management office or sales office on the open spaces, Declarant may remove all personal property and fixtures there from. Any fixtures not so removed shall be deemed part of the open spaces and any personal property not so removed shall be deemed the property of the Association.

(b) Easement for Advertising Signs. The Declarant shall have the right to maintain on the Real Estate such advertising signs as the Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. The Declarant may from time to time relocate such advertising signs.

3.2 General Utility Easements. The Real Estate shall be, and is hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Real Estate. The easements created in this Section 3.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, 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 spaces.

3.3 Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the drainage easement as shown on the Plan for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 3.3 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.

3.4 Deleted.

3.5 Utility Service Lines. Each Unit shall be subject to a blanket easement over, across each Unit to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV. The Townhome Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment and facilities serving the Townhome Units.

3.6 Easements for Encroachment. To the extent that any Unit or Common Facility encroaches on any other Unit or Common Facility, a valid easement for the encroachment exists. To the extent that storm water from a Unit is directed or collected into a receptor in another Unit or Common Facility, including gutters and downspouts, a valid easement for the storm water exists.

3.7 Easement for Party Walls. The owners of adjoining Townhome Units shall have the continued use of the party walls between the Townhome Units for the benefit and support of any Townhome Units now or subsequently constructed on the respective Cluster; provided, however, that such use shall not injure any adjoining Townhome Unit or the premises of the other Townhome Owner(s), and shall not impair the party wall benefits and support to which such adjoining Townhome Unit(s) is/are entitled.

3.8 Townhome Utility Easement. Each Townhome Unit shall be subject to a blanket easement over, across each Townhome Unit to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications and internet services and cable TV. The Townhome Units themselves shall be subject to easements in favor of the Association to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment and facilities serving the Townhome Units.

3.9 Maintenance Easement. The Units themselves to the extent necessary, shall be subject to a non-exclusive right and easement in the Association,

including its agents, employees, contractors, and subcontractors, as may be necessary or appropriate for the performance of the duties and functions which the Association is permitted or obligated to perform under this Declaration and for providing maintenance and repairs.

3.10 Easement for Governmental, Health, Water, Sewage Disposal, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and emergency service such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Elements. The Declarant further reserves an easement over the Common Elements as needed for the installation, maintenance and operation of any central water and sewage disposal systems which may serve the Planned Community.

3.11 Termination of Easements. The easements created by Section 3.1 hereof shall terminate upon the conveyance by the Declarant of all of the lots on the plats embracing all of the Real Estate.

3.12 Additional Easements. The Planned Community and Lots shall be subject to all easements and licenses shown on the recorded instrument recorded January 3, 2006 (Instr. #200600026), which is being attached to this declaration as exhibit "E", as they may be amended from time to time.

3.13 Recorded Easements. All recorded easements are either listed on the attachment identified in Section 3.12 of this Declaration or attached hereto as Exhibit "F".

#### **ARTICLE IV** **COMMON ELEMENTS**

4.1 Maintenance and Responsibility of Common Facilities. It shall be the obligation of the Association to maintain the Common Facilities, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Facilities. The Association shall be responsible for all costs associated with liability insurance on any Common Facilities.

4.2 Maintenance and Responsibility of Townhome Controlled Facilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §5307 of the Act, except as expressly set forth to the contrary herein. The Association shall be responsible for maintaining repairing and replacing all Controlled Facilities (except that Townhome Owners shall be responsible for snow and ice removal on their respective walkways and driveways). Maintenance for Townhome Units shall include all of the Controlled Facilities located on the Townhome Unit, including grass and

shrubbery, but not including snow and ice removal on the walkways and driveways of the Townhome Units.

All maintenance and repair work relative to the Single Family Unit shall be the responsibility of the Single Family Unit Owner. Notwithstanding the foregoing, if any maintenance, repair or replacement is necessitated by the negligent or intentional act of the Unit Owner or anyone in the Planned Community at the invitation of the Unit Owner, the cost shall be borne solely by that Unit Owner.

#### 4.6 Unit Owners' Enjoyment of Common Elements.

(a) Unit Owner's Easement of Enjoyment. Upon the sale of a Unit, every Unit Owner shall have a right and easement of enjoyment in and to the Common Facilities and Controlled Facilities applicable to that Unit, which right and easement shall be appurtenant to and shall pass with the title to every Unit, and shall be subject to the provisions of this Declaration including the rights of the Association as set forth herein and in the Bylaws.

(b) Delegation of Use. Any Unit Owner may delegate in accordance with the By-laws of the Association, his or her right of enjoyment to the Common Facilities to the members of his or her family, tenants and up to two (2) social invitees without the prior approval of the Association. Notwithstanding the foregoing, every Unit Owner and its invitees (without limit in number) shall have the right to ingress and egress over, upon and across all streets and roadways located in the Planned Community as necessary for access to his or her Unit and shall have the right to lateral support, and such rights shall be appurtenant to and pass with the title to the Unit.

### ARTICLE V USE RESTRICTIONS

5.1 Use and Occupancy of Lots and Buildings. The occupancy and use of the Units, lots and buildings shall be subject to the following restrictions.

- (A) None of the Units or lots set forth above shall be used for any purpose other than residential uses.
- (B) No building shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on said Plan as recorded.
- (C) No noxious or offensive activity shall be carried upon any Unit or lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- (D) No trailer or tent shall be placed on any building plot, except for a home builders construction trailer. No garage or any structure other than the dwelling house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.
- (E) Easements are shown on the recorded plan and reserved for sewers, drainage and utility installations, and maintenance and for such purposes and used as may be shown on said Plans as recorded. All lots are subject to such easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements.
- (F) The owner of each lot covered by these covenants shall have an easement over all lots adjoining his property to discharge over those lots all surface waters that naturally rise in or flow or fall upon his property. All lots are subject to such an easement in favor of the owners of adjoining lots and their successors and assigns, which easements shall be a covenant running with the property. Any owner of a lot who, in violation of this covenant, institutes any legal proceeding against any adjoining owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.
- (G) No fence shall be erected by any Townhome Unit Member unless approval is granted from the Declarant or a three-fourths (3/4) approval from the Townhome Unit Members. Single Family Unit Members may erect a fence; however, in no case shall any fence be erected that is nearer to the road upon which said plot fronts than the main front wall of the dwelling house erected thereon, or built to a greater height than six (6) feet.
- (H) Satellite dishes greater than 2 feet in diameter shall not be permitted on any Unit, lot or house. Television and radio antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any Unit, house or lot.
- (I) No automobile or motor driven vehicles shall be left upon a lot for a period longer than thirty days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any lot unless the same are in a garage or at the rear of the dwelling and out of the view from the curb in front of the dwelling; provided



however; that the reasonable use of such vehicles as may be necessary during construction of a home on any lot shall not be prohibited by this requirement.

(J) No debris incidental to work on one lot may be placed on another lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason beyond brief temporary suspension).

(K) No sign of any kind shall be displayed to the public view on any Unit or lot except one temporary sign of not more than four square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

(L) The homeowner shall agree to accept the responsibility and transfer from the Developer and/or Co-permittee of the required Pennsylvania General NPDES Permit for the discharges of storm water from construction activities as issued by the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau, of Land and Water Conservation.

(M) Intentionally Deleted.

(N) These covenants are made for the common benefit of all owners in said Planned Community who by acquisition of their respective lots, shall be conclusively deemed to have accepted and agreed to these covenants or restrictions herein contained, it shall be lawful for any person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses, and attorney's fees incidental to such action.

(O) Subject to any required governmental approvals, any of these covenants at (C), (D), (E), (F), (G), (H), (I), (J), (K), (L), (M) and (N) may be modified in their applications and/or their terms, at the discretion of the undersigned.

Invalidation of any one of the covenants or restrictions by judgments, decree, or order of Court, shall in no way affect any of the other provisions, which shall remain in full force and effect.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

6.1 Declarant's Right to Control Improvements. For the purpose of further insuring the development of the premises as an area of high standards, and subject to any required governmental approvals, 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.

(a) No building or other structure shall be commenced, erected or altered on any lot until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of the same shall have been submitted to the Declarant and the Declarant shall have approved the plans, in writing, as to the harmony of external design and location in relation to the surrounding structures and improvements and the topography of the property. The plans required under this subsection shall be submitted to the Declarant prior to any mortgage application or any submission to any governmental body for approval.

(b) No building or other structure shall be erected, constructed or altered on any lot of any external building material except stone, brick, finished stucco, cedar wood siding, vinyl, aluminum, tongue/groove siding or ship-lap siding. In the event new exterior products are developed, the Declarant will consider the same for approval but shall not be obligated to approve any particular material.

6.2 Subdivision of Lots. None of the lots shall at any time be subdivided, except the Declarant shall, subject to any required governmental approvals, have the right to further subdivide any lot.

6.3 Accessory Structures. Detached garages or other accessory structures may be constructed on any lot after compliance with Section 6.1(a).

**ARTICLE VII**  
**HOMEOWNERS' ASSOCIATION**

7.1 Membership. For the purpose of ownership and maintenance of open spaces 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 Unit owners, each and every Unit owner in accepting a deed or contract for any Unit in the Real Estate, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of the Homeowners Association, a non-profit corporation.

7.2 Succession. Upon the sale by the Declarant of all of the Units 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".

7.3 Rules and Regulations. The Homeowners' Association shall have the right to promulgate rules and regulations governing the used and operation of the common facilities and to set fees for the use of those facilities.

7.4 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 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 the common facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

7.5 Allocation of Interest for Voting. Each Unit shall have one vote in the Association.

## ARTICLE VIII

### BUDGETS; COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

8.1 Separate Budgets. There shall be separate annual budgets for Common Facility Expenses (the "Common Facility Assessment") and Townhome Controlled Facility Expenses (the "Townhome Controlled Facility Assessment") together, the "Assessments").

8.2 Monthly Assessments. The Assessments made in order to meet the requirements of the Association's annual budget for each shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month (Declarant shall be exempt from all Assessments). Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors. Certain Units may be subject to multiple Assessments. For example, a Unit will be subject to both a Common Facility Assessment and a Townhouse Unit Controlled Facility Assessment. The initial Common Facility Assessment shall be set at Twelve dollars and 00/100 (\$12.00) per month, per unit, for both Single Family Units and Townhome Units, subject to change upon approval by the Association. The initial Townhouse Unit controlled Facility Assessment shall be set at an

additional Fifty dollars and 00/100 (\$50.00) per month, per unit, subject to change upon approval by the Association.

### 8.3 Units Subject to Assessment.

- (a) Assessments for Common Facilities. The budget for the Common Facilities Expenses shall not include any amount for the expenses of a Common Facility if the Declarant has retained and not transferred to the Association the responsibility for the maintenance and repair of that Common Facility, and no Unit shall be subject to an assessment for a Common Facility Expense for a particular Common Facility until the responsibility for the maintenance and repair of that Common Facility is transferred from the Declarant to the Association.
- (b) Assessments for Controlled Facilities. Notwithstanding anything herein to the contrary, no Controlled Facility Assessment shall be assessed on any Unit unless and until a dwelling designed for either single or multiple family residential purposes has been fully erected to completion thereon.

8.4 Allocation of Interest for Common Facility Expenses The percentage of Common Facility Expenses shall be allocated on all Units, including Townhouse Units and Single Family Units, in equal amounts on a pro rata basis by dividing the Common Facility Expenses by the number of Units. The initial percentage of Common Facility Expenses for each Unit is the estimated budget for the Common Facility Expenses divided by the total number of Units.

8.5 Allocation of Interest for Townhome Controlled Facility Expenses. The percentage of Townhome Controlled Facility Expenses shall be allocated on only the Townhome Units, based on the square footage of each Townhome Unit constructed thereon in relation to the total square footage of all Townhome Units. The initial percentage of Townhome Common Facility Expenses for each Townhome Unit is the estimated budget for the Townhome Controlled Facility Expenses divided by the total number of Townhome Units. Any amendment, change or revision to the Townhome Controlled Facility Expenses may only be made upon a majority vote of the owners of the Townhome Unit(s) thereby affected by such amendment, change or revision.

8.6 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.

8.7 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the common facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the common facilities (other than for purposes of

repairing, replacing and restoring portions of the common facilities) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of the Unit owners entitled to cast two-thirds (2/3) of the votes of all Unit owners. The foregoing shall not apply to any Common Expenses that are a result of any Convertible Real Estate being added pursuant to Article 2.5.

8.8 Reserve. Each annual budget for monthly 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 two hundred dollars (\$200.00) 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.

8.9 Accounting. Fifty-five (55) days before each calendar or fiscal year, the Association shall supply to all Unit 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 pursuant to the annual budget or monthly 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.

8.10 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Unit owner's monthly assessments, or any non-recurring 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 monthly assessments according to each Unit owner's membership in the Association. Such further monthly 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 Unit owners by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Board of Directors.

8.11 Surplus. Any amounts accumulated from assessments for common expenses and income from the operation of the open spaces to which such common expenses pertain in excess of the amount required for actual common expenses and reserves for future common expenses shall be credited to each Unit owner paying a share of such common expenses in proportion to the share of such common expenses paid by each such Unit owner, said credits to be applied to the next monthly assessments of common expenses due from said Unit owners under the current fiscal year's budget, and thereafter, until exhausted.

8.12 Acceleration. If a Unit owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Board of Directors may, in

addition to all other remedies in this declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

8.13 Interest and Charges. All sums assessed by the Association against any Unit 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 day following default in payment of any monthly 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.

8.14 Implementation. The Association shall adopt in its By-laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VIII and to otherwise provide for the efficient fiscal operation and management of the open spaces.

8.15 Assessments Pro Rata. The Association in imposing any assessments under this Article VIII shall impose such assessments on a pro rata basis.

## **ARTICLE IX**

### **EFFECT AND ENFORCEMENT**

9.1 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 Unit owner, by accepting a deed to any Unit, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

9.2 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 Unit 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 Unit 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 Unit owner and the reversionary owner shall have a lien upon such Unit or lot 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 days, the Declarant or Unit 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 fifteen (15%) 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 Unit or lot or portions of Units or 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 Unit 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.

9.3 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 restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

9.4 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.

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

10.1 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 Unit in such premises, regardless of how he acquired title, perpetually unless terminated by a vote of not less than three-fourths (3/4) of the members of the Association.

**ARTICLE XI**  
**DECLARANT'S RIGHTS**

11.1 Declarant Control: The Declarant has created the Association and will retain control of said Association as provided for in Section 5303 of the PA Uniform Planned Community Act (68 Pa. C.S.A. §5303(c)). During the period of Declarant control set forth in (d) hereinbelow, the Declarant may appoint and remove officers and Board of Director members or designate a person to make such appointments or removals. The Declarant may voluntarily surrender the right to appoint and remove officers and Board of Director members before the period of Declarant control set forth in (d) hereinbelow has terminated. In that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the association or board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

11.2 Period of Declarant Control The period of Declarant control shall run from the date of the first conveyance of a Unit to a person other than the Declarant for a period of not more than seven (7) years; provided, however, that the period of Declarant control will terminate no later than the earlier of the following:

- i) Sixty (60) days after conveyance of 75% of the Units to Owners; or
- ii) Two years after the Declarant has ceased to offer Units for sale in the ordinary course of business.

11.3 Election of Members to Board during Declarant Control Not later than 60 days after conveyance of 25% of the units which may be created to unit owners other than a Declarant, at least one member and not less than 25% of the members of the board shall be elected by unit owners other than the Declarant. Not later than 60 days after conveyance of 50% of the units that may be created to unit owners other than a Declarant, not less than 33% of the members of the board shall be elected by unit owners other than the Declarant.



**ARTICLE XII**  
**LIMITATION OF LIABILITY**

12.1 Standard of Conduct. 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.

(a) 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 suppliers of the Association and upon communities in which the Planned Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(b) 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 presented be in the best interest of the Association.

12.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more of the officer(s) or employee(s) of the Association whom the officer(s) or Executive Board member(s) 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 or she 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.

(d) An officer of 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 or her reliance to be unwarranted.

(e) An officer of 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 or her reliance to be unwarranted.

12.3 Amendment. The Declarant shall have the right to amend this Declaration at any time to convert the Convertible Real Estate to lots or common facilities without consent of any lot owner. In addition, the Declarant shall have the right to amend the Plats and Plans under § 5210 (e) and (f) of the Act for any purpose without the consent of other lot owners until 75% of the lots have been conveyed.

12.4 Reservations, Declarant's Rights. The Declarant reserves the following rights and combination of rights:

- (a) To add real estate to the Planned Community.
- (b) To create Units and Common Facilities within the Planned Community including, but not limited to, all Convertible Real Estate.
- (c) To subdivide Units, to convert Units into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.
- (d) To withdraw real estate from the Planned Community.

12.5 Reservations, Special Declarant Rights. The Declarant reserves the following Special Declarant Rights to:

- (a) Complete improvements indicated on plats and plans, including but not limited to Convertible Real Estate, under Section 5210 of the Act.
- (b) Convert Convertible Real Estate under Section 5211 of the Act.
- (c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.
- (d) Convert a Unit into two or more Units, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.
- (e) Maintain offices, signs and models under Section 5217 of the Act.
- (f) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Convertible Real Estate under Section 5218 of the Act.
- (g) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.

12.6 Reservation to Convert Convertible Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to convert Convertible Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to 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 added, converted or withdrawn. Said option to convert Convertible Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

12.7 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn. Said option to add Additional Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

12.8 Reservation to Add Common Facilities Located Outside the Real Estate. The Declarant hereby explicitly reserves an option until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to add a horse barn and related structures as Common Facilities to the Planned Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit.

12.9 Assurance. At such time as the Planned Community is expanded, if at all, the maximum number of Units on the Convertible Real Estate in aggregate will be no more than 0 Units and the maximum number of Units on the Additional Real Estate in aggregate will be no more than 0 Units. Any buildings to be constructed on the Convertible Real Estate and/or Additional real Estate and Units therein shall be compatible in quality, materials and architectural style with the buildings and Units in the Planned Community except that no assurance is made as to size of buildings or Units. All Units would be restricted to residential Use. The Declarant make no assurance (i) as to location of buildings or Units or other improvements and Common Elements within the Convertible Real Estate and/or Additional Real Estate or the extent thereof, or (ii) that any Common Elements created within any Convertible Real Estate and/or Additional Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (iii) that the proportion of Limited Common Elements to Units created within any

Convertible Real Estate and/or Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. The Declarant expressly reserves the right to designate Limited Common Elements in the Convertible Real Estate and/or Additional Real Estate and to make improvements. The Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units are created in the Convertible Real Estate and/or Additional Real Estate, each Unit Owner therein shall be a member of the Association, each new Unit shall have one vote in the Association and each Unit shall have equal Common Expense Liability with all other Units for General Common Expenses (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability of each Unit shall be determined by dividing the total of the previously existing and any newly created number of Units into 100, and the quotient is the percentage of Common Expense Liability of each Unit for General Common Expenses. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Convertible Real Estate and/or Additional Real Estate. In the event that the Declarant shall not add, or adds and then subsequently withdraws, any portion of the Convertible Real Estate and/or Additional Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any Building on the Real Estate described in Exhibits "B" "C" and "D", as they may be amended from time to time and operates the same without restriction. No assurance given herein shall apply to any portion of the Convertible Real Estate and/or Additional Real Estate not added to or withdrawn from the Planned Community.

12.10 Reservations to Withdraw Real Estate. The Declarant hereby explicitly reserve an option, until the seventh (7<sup>th</sup>) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserve the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "C" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If real estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units withdrawn. The number of votes in the Association will be decreased by one vote for each Unit in the withdrawn real estate. Each remaining Unit shall have one vote in the Association and each remaining Unit shall have equal Common Expense Liability with all other remaining Units for General Common Expenses (and each Unit shall have the liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). The percentage of Common Expense Liability

shall be determined by dividing the number of remaining Units into 100 and the quotient will be the percentage of Common Expense Liability of each Unit for General Common Expenses. In the event that the Declarant withdraw any portion of the Withdrawable Real Estate, the Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community. Said option to withdraw Real Estate is within the unfettered discretion of the Declarant and there are no other limitations on this option.

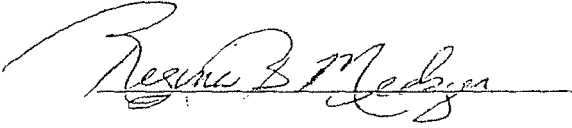
**ARTICLE XIII**  
**AMENDMENT**

13.1 Amendments. Subject to the Declarant's rights under Section 11.2, this Declaration may be amended at any time after the date hereof by a vote of at least three-fourths (3/4) of all Unit owners at a meeting of all Unit owners after written notice of the meeting is given to all Unit owners. The Amended Declaration shall be signed by the President of the Association recorded at the Recorder of Deeds Office of Washington County and indexed against all record owners.

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

WITNESS:

DECLARANT: **Maronda Homes, Inc.**

  
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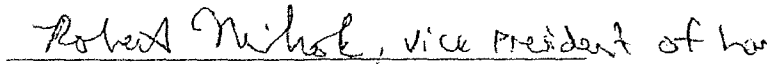
  
\_\_\_\_\_ , vice president of her

EXHIBIT A

Lots 1-77  
Lots 101-120  
Parcel "A"  
Parcel "B"

As Recorded on January 3, 2006  
on Instrument #200600026

Lot Number	Parcel Number	Lot Number	Parcel Number
1	170-015-06-00-0001-00	51	170-015-06-00-0051-00
2	170-015-06-00-0002-00	52	170-015-06-00-0052-00
3	170-015-06-00-0003-00	53	170-015-06-00-0053-00
4	170-015-06-00-0004-00	54	170-015-06-00-0054-00
5	170-015-06-00-0005-00	55	170-015-06-00-0055-00
6	170-015-06-00-0006-00	56	170-015-06-00-0056-00
7	170-015-06-00-0007-00	57	170-015-06-00-0057-00
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47	170-015-06-00-0047-00	120	170-015-06-00-0097-00
48	170-015-06-00-0048-00	Parcel A	170-015-06-00-0098-00
49	170-015-06-00-0049-00	Parcel B	170-015-06-00-0099-00
50	170-015-06-00-0050-00	Road R/W	170-015-06-00-0100-00

EXHIBIT B

Committed Real Estate

Lots 1-77

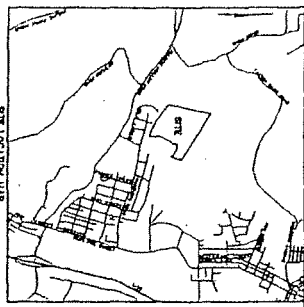
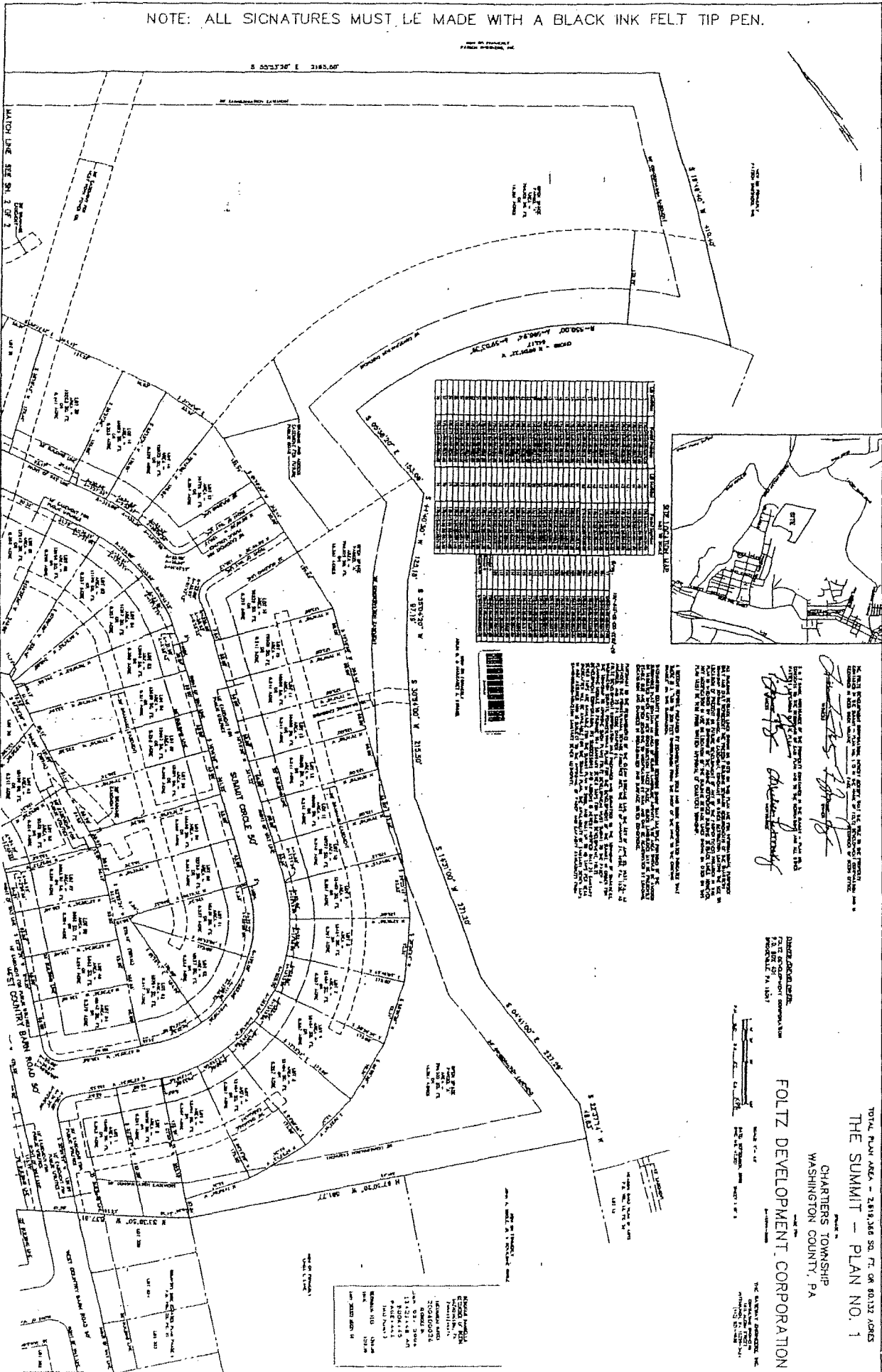
Lots 101-120

As Recorded on January 3, 2006

on Instrument #200600026

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

See 151th 113



I, the undersigned, being duly qualified, certify that the above is a true and correct copy of the original plan as filed in my office on this 15th day of [Month] 19[Year].

*[Signature]*  
 [Name]  
 [Title]

THIS PLAN IS SUBJECT TO THE ZONING ORDINANCES OF THE TOWNSHIP OF CHARTERS, WASHINGTON COUNTY, PENNSYLVANIA. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EROSION CONTROL MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FLOOD CONTROL MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WETLAND PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HISTORIC PRESERVATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL RESOURCE PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHAEOLOGICAL INVESTIGATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PALEONTOLOGICAL INVESTIGATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY GEOLOGICAL INVESTIGATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOIL CONSERVATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WATER QUALITY PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY AIR QUALITY PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOISE ABATEMENT MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY VIBRATION ABATEMENT MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LIGHT POLLUTION ABATEMENT MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CLIMATE CHANGE ADAPTATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BIODIVERSITY PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL HERITAGE PROTECTION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SCIENTIFIC RESEARCH MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MONITORING AND EVALUATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REPORTING AND RECORD KEEPING MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PUBLIC PARTICIPATION MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPARENCY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCOUNTABILITY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ETHICAL MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INTEGRITY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HONESTY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FAIRNESS MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPECT MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPONSIBILITY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCOUNTABILITY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ETHICAL MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INTEGRITY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY HONESTY MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FAIRNESS MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPECT MEASURES FOR THE DEVELOPMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RESPONSIBILITY MEASURES FOR THE DEVELOPMENT.

DIVISION OF LAND USE  
 PLANNING AND ZONING  
 WASHINGTON COUNTY, PA

**FOLTZ DEVELOPMENT CORPORATION**  
 CHARTERS TOWNSHIP  
 WASHINGTON COUNTY, PA

TOTAL PLANNED AREA - 2819,366 SQ. FT. OR 64.132 ACRES  
**THE SUMMIT - PLAN NO. 1**

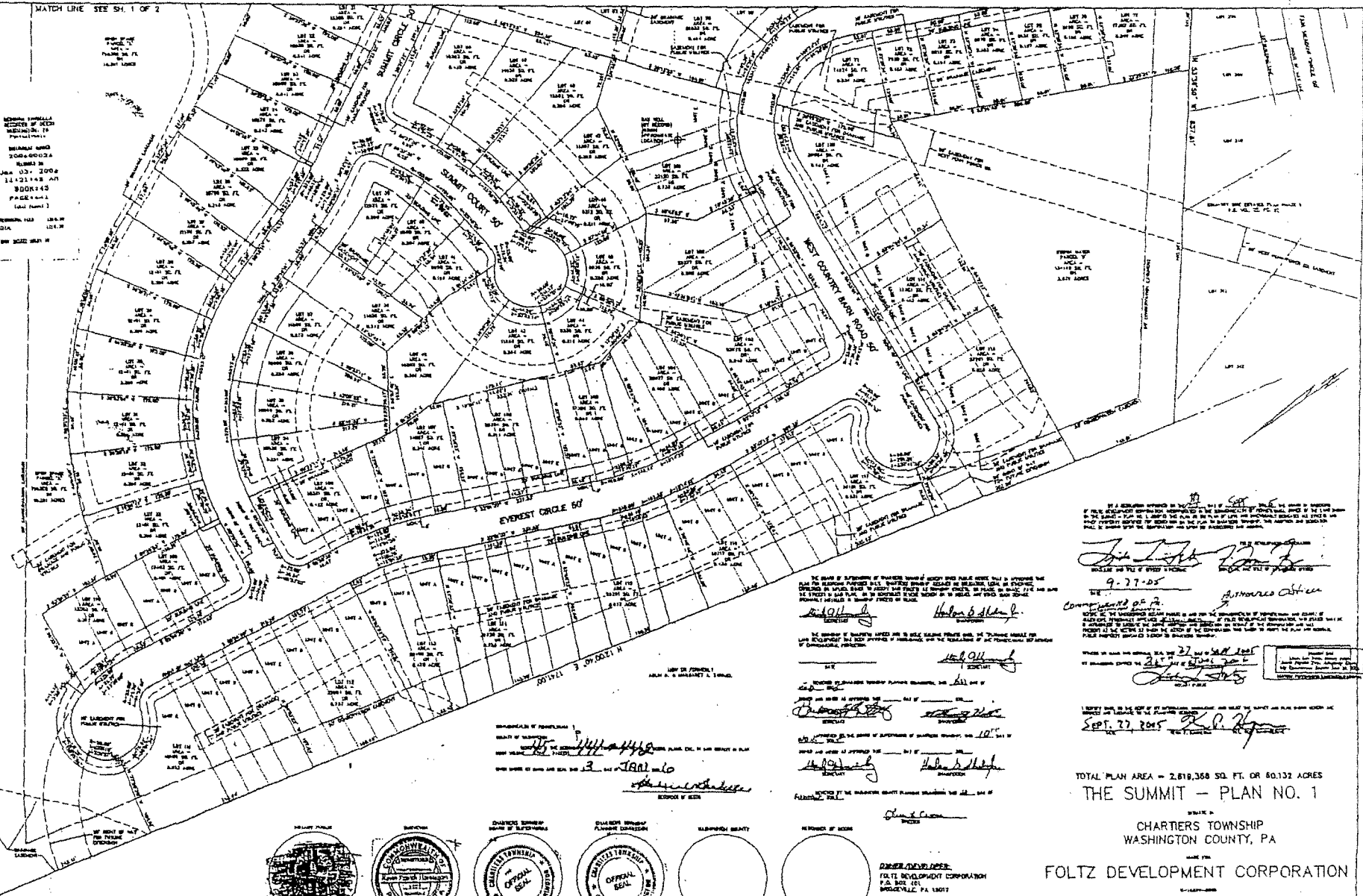
OWNER: FOLTZ DEVELOPMENT CORPORATION  
 PROJECT: THE SUMMIT  
 DATE: [Date]  
 SCALE: [Scale]



NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

MATCH LINE SEE 54.1 OF 2

PLANNING INFORMATION  
REVISIONS BY KCD  
DATE: 03-2004  
PROJECT NO: 2004-00024  
SHEET NO: 11-21142-AN  
BOOK: 43  
PAGE: 4-41  
SHEET TOTAL: 3



BY A RESOLUTION APPROVED BY THE BOARD OF SUPERVISORS OF THE CHARTERS TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, ON THIS 27th DAY OF SEPTEMBER, 2005, THE BOARD OF SUPERVISORS HAS APPROVED THE SUBDIVISION OF PLANNED LOTS, PART OF THE LAND SHOWN ON THE MAP, AS SHOWN ON THE PLAN AND INCORPORATED AS SET OUT AND DESCRIBED HEREIN, AND HAS ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON, THE SUPERVISOR HAS SIGNED THE PLAN AS SHOWN HEREON AND HAS ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON.

*John J. Lutz*  
9-27-05  
SUPERVISOR

THE BOARD OF SUPERVISORS OF CHARTERS TOWNSHIP HAS REVIEWED THIS PLAN AND APPROVES THE PLAN FOR THE REASONS SET FORTH IN THE RESOLUTIONS OF THE BOARD OF SUPERVISORS OF CHARTERS TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, ON THIS 27th DAY OF SEPTEMBER, 2005, AND HAS ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON, THE SUPERVISOR HAS SIGNED THE PLAN AS SHOWN HEREON AND HAS ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON.

*Harold B. Bluff*  
SUPERVISOR

THIS PLAN WAS PREPARED BY ME ON THE 27th DAY OF SEPTEMBER, 2005, AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF PENNSYLVANIA, AND I HAVE REVIEWED THE PLAN AND APPROVED IT FOR THE REASONS SET FORTH IN THE RESOLUTIONS OF THE BOARD OF SUPERVISORS OF CHARTERS TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, ON THIS 27th DAY OF SEPTEMBER, 2005, AND I HAVE ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON, THE SUPERVISOR HAS SIGNED THE PLAN AS SHOWN HEREON AND I HAVE ORDERED THE SUPERVISOR TO SIGN THE PLAN AS SHOWN HEREON.

SEPT. 27, 2005  
*John J. Lutz*  
SUPERVISOR

TOTAL PLAN AREA = 2,619,368 SQ. FT. OR 60.132 ACRES  
THE SUMMIT - PLAN NO. 1

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION



DANIEL M. KOEHLER  
FOLTZ DEVELOPMENT CORPORATION  
P.O. BOX 101  
MIDDLEVILLE, PA 15077

SCALE: 1" = 100'  
DATE: 09/27/05  
DRAWN BY: JKL  
CHECKED BY: JKL

THE SURVEYOR GENERAL, INC.  
101 ALLEN STREET  
ATGLENVIEW, PA 15215-2115  
1010-62-0200

EXHIBIT C

Convertible/Withdrawable Real Estate

None

**EXHIBIT D**

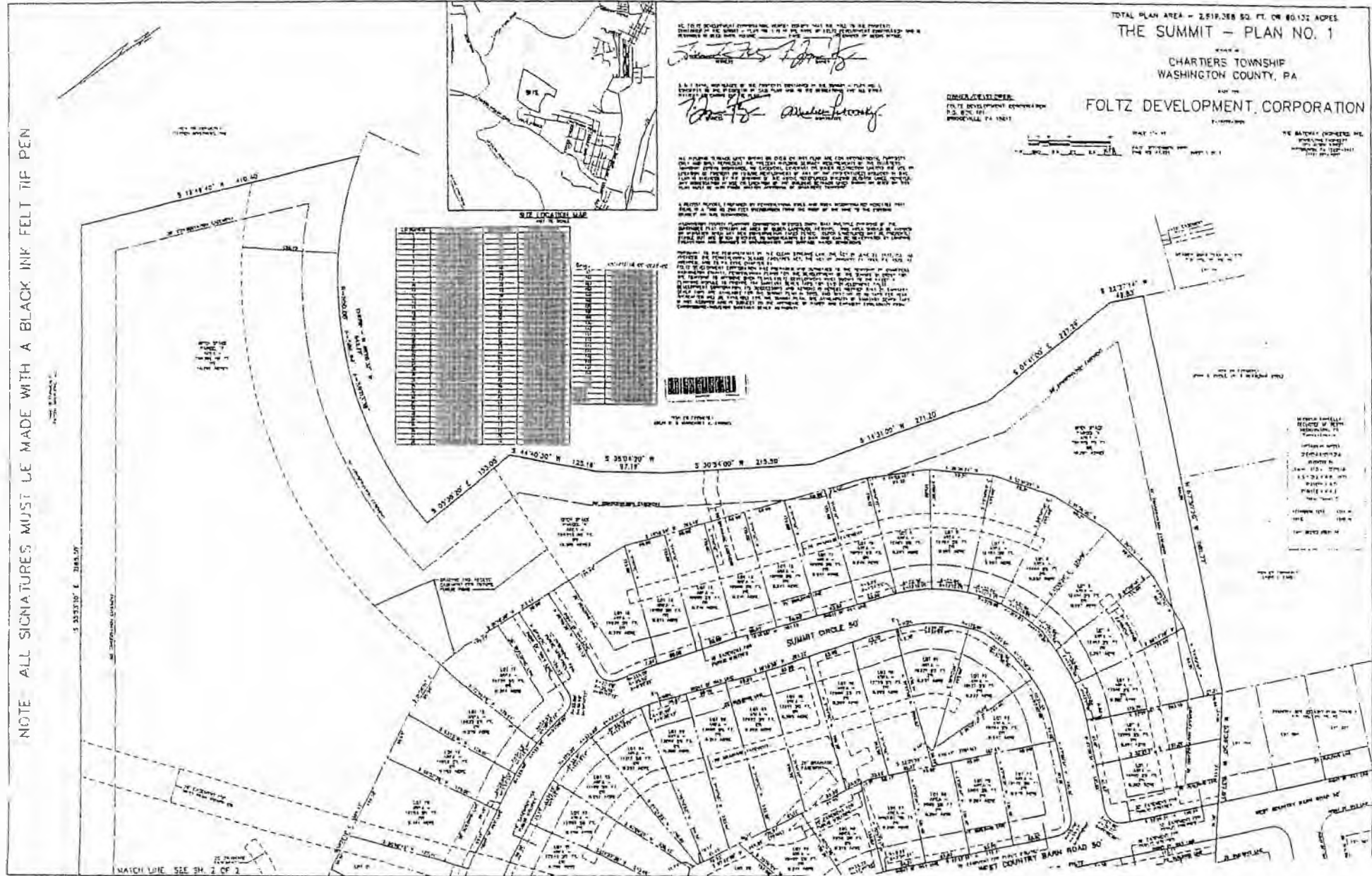
**Additional Real Estate**

**None**

**EXHIBIT E**

Recorded Inst. # 200600026

NOTE ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN



TOTAL PLAN AREA - 2,519,368 SQ. FT. OR 60.122 ACRES  
**THE SUMMIT - PLAN NO. 1**

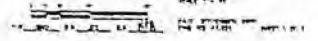
CHARTERS TOWNSHIP  
 WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION

*[Signature]*  
 [Illegible text]

*[Signature]*  
 [Illegible text]

ENGINEER  
 FOLTZ DEVELOPMENT CORPORATION  
 225 E. 2ND ST.  
 BRIDGEVILLE, PA 19017



THE MATCHLINE SHOWN HERE  
 IS FOR THE PLAN  
 [Illegible text]

ALL PLANNING THROUGH THIS PLAN IS BASED ON THE ASSUMPTION THAT THE  
 [Illegible text]

A PLANNING REPORT PREPARED BY PROFESSIONAL ENGINEERS AND ARCHITECTS HAS BEEN  
 [Illegible text]

CONDUCTED TO DETERMINE THE FEASIBILITY OF THE PROPOSED DEVELOPMENT AND  
 [Illegible text]

THE RESULTS OF THE STUDY ARE SET FORTH IN THE REPORT WHICH IS ATTACHED  
 [Illegible text]

TO THIS PLAN. THE REPORT IS HEREBY REFERRED TO AS THE "PLANNING REPORT".

THE DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CHARTERS TOWNSHIP  
 [Illegible text]

AND THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, PENNSYLVANIA.

THE DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CHARTERS TOWNSHIP  
 [Illegible text]

AND THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, PENNSYLVANIA.

THE DEVELOPMENT IS SUBJECT TO THE APPROVAL OF THE CHARTERS TOWNSHIP  
 [Illegible text]

AND THE BOARD OF SUPERVISORS OF WASHINGTON COUNTY, PENNSYLVANIA.

LOT NO.	ACRES	AREA
1	0.01	0.01
2	0.01	0.01
3	0.01	0.01
4	0.01	0.01
5	0.01	0.01
6	0.01	0.01
7	0.01	0.01
8	0.01	0.01
9	0.01	0.01
10	0.01	0.01
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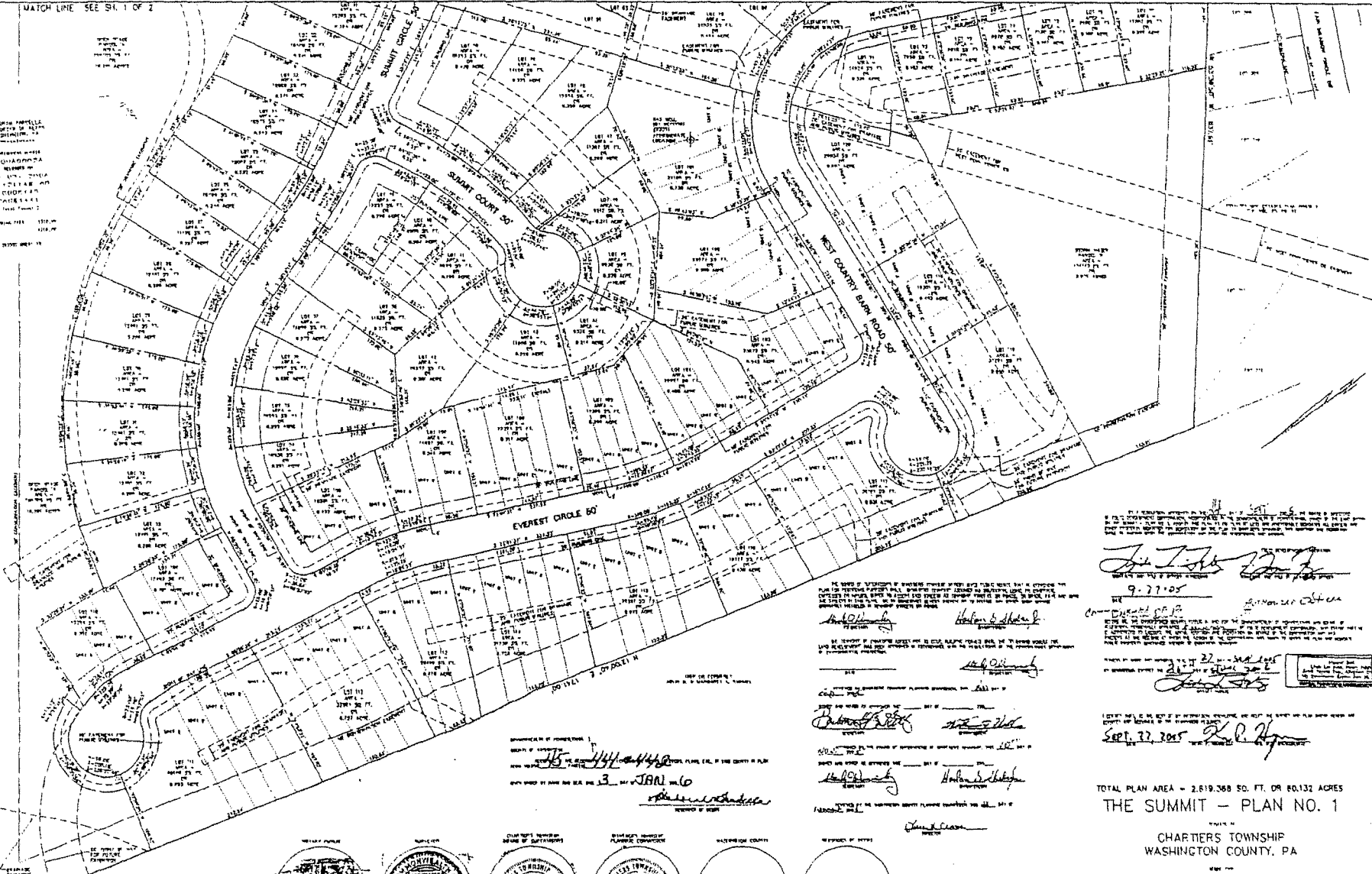
DATE: 12/15/2011  
 DRAWN BY: [Illegible]

MATCH LINE SEE SH. 2 OF 2

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

MATCH LINE SEE SH. 1 OF 2

GEORGE ANSELLE  
REGISTERED PLANNING ENGINEER  
1000 N. 20TH ST.  
SUITE 100  
CUMMINGS  
PA 17320  
TEL: 717-261-1111



9.7.05  
Sept. 22, 2005

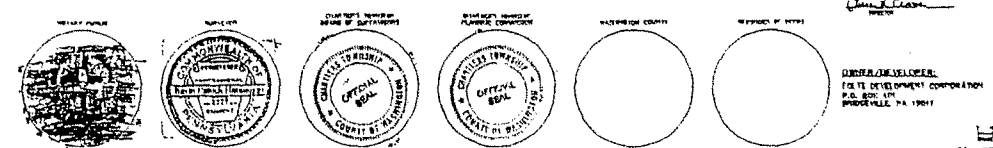
APPROVED BY: [Signatures]  
DATE: 9.7.05

APPROVED BY: [Signature]  
DATE: 9.7.05

TOTAL PLAN AREA = 2,619,368 SQ. FT. OR 60.132 ACRES  
THE SUMMIT - PLAN NO. 1

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION



DATE: 9.7.05  
SCALE: 1" = 100'

EXHIBIT F

Additional Easements and Licensing

None







R0007RMN WCR000312

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS FOR THE SUMMIT,  
A PLANNED COMMUNITY, TOWNSHIP OF CHARTIERS,  
COUNTY OF WASHINGTON, COMMONWEALTH OF PENNSYLVANIA**

THIS FIRST AMENDMENT TO DECLARATION is made the 8<sup>th</sup> day of August, 2012, by MARONDA HOMES, INC., a Pennsylvania corporation, (the "Declarant").

**WITNESSETH**

WHEREAS, on or about October 3, 2006, the Declarant executed The Declaration of Covenants, Conditions, Reservations and Restrictions for The Summit, a Planned Community, Township of Chartiers, County of Washington, Commonwealth of Pennsylvania, which was recorded at Instrument No. 200630622 on October 11, 2006 in Office the Recorder of Deeds, Washington County, Pennsylvania (the "Declaration").

WHEREAS, on May 18, 2012, notice was provided to each Unit Holder of The Summit that pursuant to Section 13.1 of the Declaration, a meeting would be held on June 1, 2012 at the office of Acri Commercial Realty, Inc. to amend the Declaration.

WHEREAS, on June 1, 2012, a meeting was held at which time the Declaration was amended to confirm that the Declarant elected to convert 87 townhome lots into 48 single family lots.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration. Except as expressly modified by this First Amendment to the Declaration, all the terms and conditions of the Declaration remain in full force and effect.

2. Paragraph 1.3 of the Declaration is amended by deleting the number "77" and replacing it with "125" and deleting subparagraph B such that Section 1.3(A) now reads as follows:

**"Single-Family Units — consisting of up to 125 lots improved with single-family dwelling units."**

DEBORAH BARDELLA  
RECORDER OF DEEDS  
WASHINGTON, PA  
Pennsylvania

INSTRUMENT NUMBER  
201224033

RECORDED ON  
AUG 14, 2012  
3:30:36 PM

Total Pages: 18

RECORDING FEES \$527.00  
TOTAL PAID \$527.00

INV: 521714 USER: TW

3. Paragraph 1.4 is amended by deleting “77 Single Family Units and 87 Townhome Units” and replacing it with “up to 125 Single Family Units” such that Paragraph 1.4 now reads as follows:

**“Committed Real Estate. Developer has committed to develop and hereby submits to the Planned Community in accordance with and subject to this Declaration that land use plan for the development of up to 125 Single Family Units on that portion of the Real Estate known and referred to as The Summit, as described and depicted on Exhibit “B” attached hereto and incorporated herein by reference, together with all easements, rights and appurtenances thereunto belonging and the improvements erected or to be erected thereon (the “Committed Real Estate”).**

4. Paragraph 1.5(b) is amended by deleting “39 Single Family Units and 65 Townhome Units and replacing it with “87 Single Family Units.”

5. Paragraphs 2.2(k) and 2.4(a)-(f) are deleted in their entirety.

6. Paragraph 2.2(u) is amended by deleting the sentence “Unit including Townhome Units and Single Family Units.”

7. Paragraph 2.6 is amended to replace “Units of 164” with “125 Units.”

8. Paragraph 2.7 is amended to delete “i) for Single Family Units, ii) for Townhome Units. All Townhome Units in a particular cluster affected by such relocation or combination relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§ 5214 and 5215 of the Act.” The remainder remains unchanged.

9. Paragraphs 2.8, 3.7, 3.8 and 4.2 are deleted in their entirety.

10. Paragraph 5.1(G) is amended to delete the following: “No fence shall be erected by any Townhome Unit Member unless approval is granted from the Declarant or a three-fourths (3/4) approval from the Townhome Unit Member.” The remainder remains unchanged.

11. Paragraphs 8.1-8.5 are amended to read as follows:

**8.1 Budget. There shall be an annual budget for Common Facility Expenses (the “Common Facility Assessment” or the “Assessments”).**

**8.2 Monthly Assessments. The Assessments made in order to meet the requirements of the Association’s annual budget for each shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly**

installments) and shall be due and payable in advance on the first day of each month (Declarant shall be exempt from all Assessments). Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Board of Directors. Certain Units may be subject to multiple Assessments. The initial Common Facility Assessment shall be set at Twelve dollars and 00/100 (\$12.00) per month, per unit, for Single Family Units, subject to change upon approval by the Association.

**8.3 Units Subject to Assessment**

(a) **Assessments for common Facilities.** The budget for the Common Facilities Expenses shall not include any amount for the expenses of a Common Facility if the Declarant has retained and not transferred to the Association the responsibility for maintenance and repair of that Common Facility, and no Unit shall be subject to an assessment for a Common Facility Expense for a particular Common Facility until the responsibility for the maintenance and repair of that Common Facility is transferred from the Declarant to the Association.

(b) **Deleted.**

**8.4 Allocation of Interest for Common Facility Expenses.** The percentage of Common Facility Expenses shall be allocated on all Units, in equal amounts on a pro rata basis by dividing the Common Facility Expenses by the number of Units. The initial percentage of Common Facility Expenses for each Unit is the estimate4d budge for the Common Facility Expenses divided by the total number of Units.

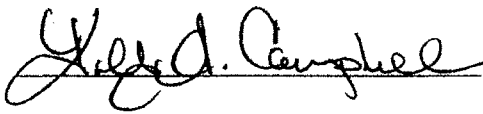
**8.5 Deleted.**

12. **Exhibit A** is amended to add the attached additional pages listing the parcel numbers for Phase II and including the Plats.
13. **Exhibit B** is amended to add the following: "Lots 201-248, as Recorded on July 19, 2012 on Instrument #201221315." The amended version of Exhibit B is attached hereto.

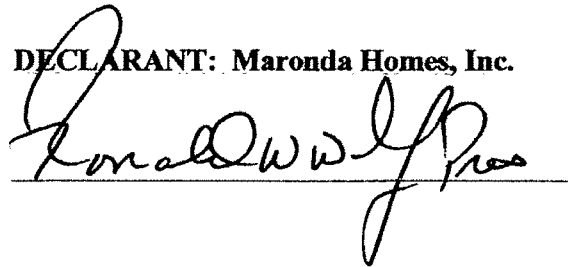
14. **Exhibit E** is amended to add recorded Instrument No. 201221315 and the attached Plat. The amended version of Exhibit E is attached hereto.

**IN WITNESS WHEREOF**, the Declarant and the President of the Homeowners Association have caused their names to be signed to these presents on the day and year first above written.

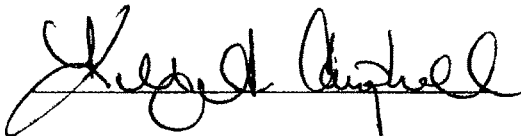
WITNESS:

  
\_\_\_\_\_

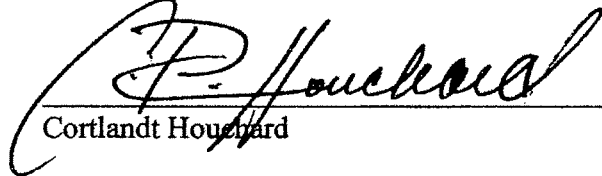
**DECLARANT: Maronda Homes, Inc.**

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

**President of Homeowners Association**

  
\_\_\_\_\_

Cortlandt Houchard





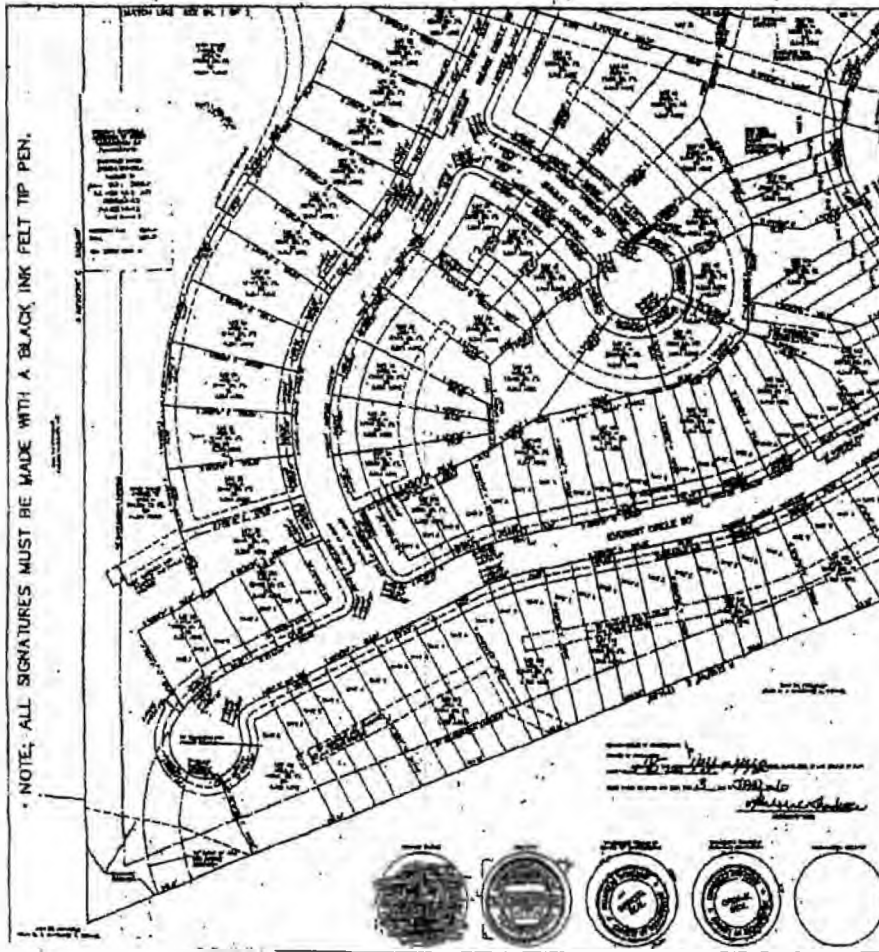
**EXHIBIT "A"**

Lots 201-248  
As recorded on July 19, 2012 on Instrument #201221315

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>	<u>Lot Number</u>	<u>Parcel Number</u>
201	170-015-06-00-0078-00	217	170-015-06-00-0094-00	233	170-015-06-00-0113-00
202	170-015-06-00-0079-00	218	170-015-06-00-0095-00	234	170-015-06-00-0114-00
203	170-015-06-00-0080-00	219	170-015-06-00-0096-00	235	170-015-06-00-0115-00
204	170-015-06-00-0081-00	220	170-015-06-00-0097-00	236	170-015-06-00-0116-00
205	170-015-06-00-0082-00	221	170-015-06-00-0101-00	237	170-015-06-00-0117-00
206	170-015-06-00-0083-00	222	170-015-06-00-0102-00	238	170-015-06-00-0118-00
207	170-015-06-00-0084-00	223	170-015-06-00-0103-00	239	170-015-06-00-0119-00
208	170-015-06-00-0085-00	224	170-015-06-00-0104-00	240	170-015-06-00-0120-00
209	170-015-06-00-0086-00	225	170-015-06-00-0105-00	241	170-015-06-00-0121-00
210	170-015-06-00-0087-00	226	170-015-06-00-0106-00	242	170-015-06-00-0122-00
211	170-015-06-00-0088-00	227	170-015-06-00-0107-00	243	170-015-06-00-0123-00
212	170-015-06-00-0089-00	228	170-015-06-00-0108-00	244	170-015-06-00-0124-00
213	170-015-06-00-0090-00	229	170-015-06-00-0109-00	245	170-015-06-00-0125-00
214	170-015-06-00-0091-00	230	170-015-06-00-0110-00	246	170-015-06-00-0126-00
215	170-015-06-00-0092-00	231	170-015-06-00-0111-00	247	170-015-06-00-0127-00
216	170-015-06-00-0093-00	232	170-015-06-00-0112-00	248	170-015-06-00-0128-00

Lots 1-77  
Parcels "A" and Parcel "B"  
As recorded on January 3, 2006 on Instrument #200600026

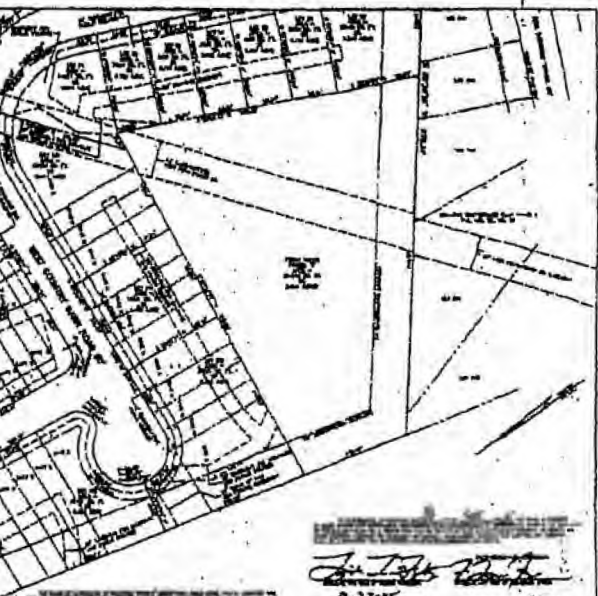
\* NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_







*John F. Foltz*  
 9-27-57

*Handwritten notes and signatures:*  
 [Illegible handwritten text and signatures]

*Handwritten notes and signatures:*  
 [Illegible handwritten text and signatures]

*Handwritten notes and signatures:*  
 [Illegible handwritten text and signatures]

TOTAL PLAN AREA - 2,800,000 SQ. FT. OR THEREABOUTS  
**THE SUMMIT - PLAN NO. 1**

CHARTERS TOWNSHIP  
 WASHINGTON COUNTY, PA

**FOLTZ DEVELOPMENT CORPORATION**



*Small text and notes:*  
 [Illegible small text]

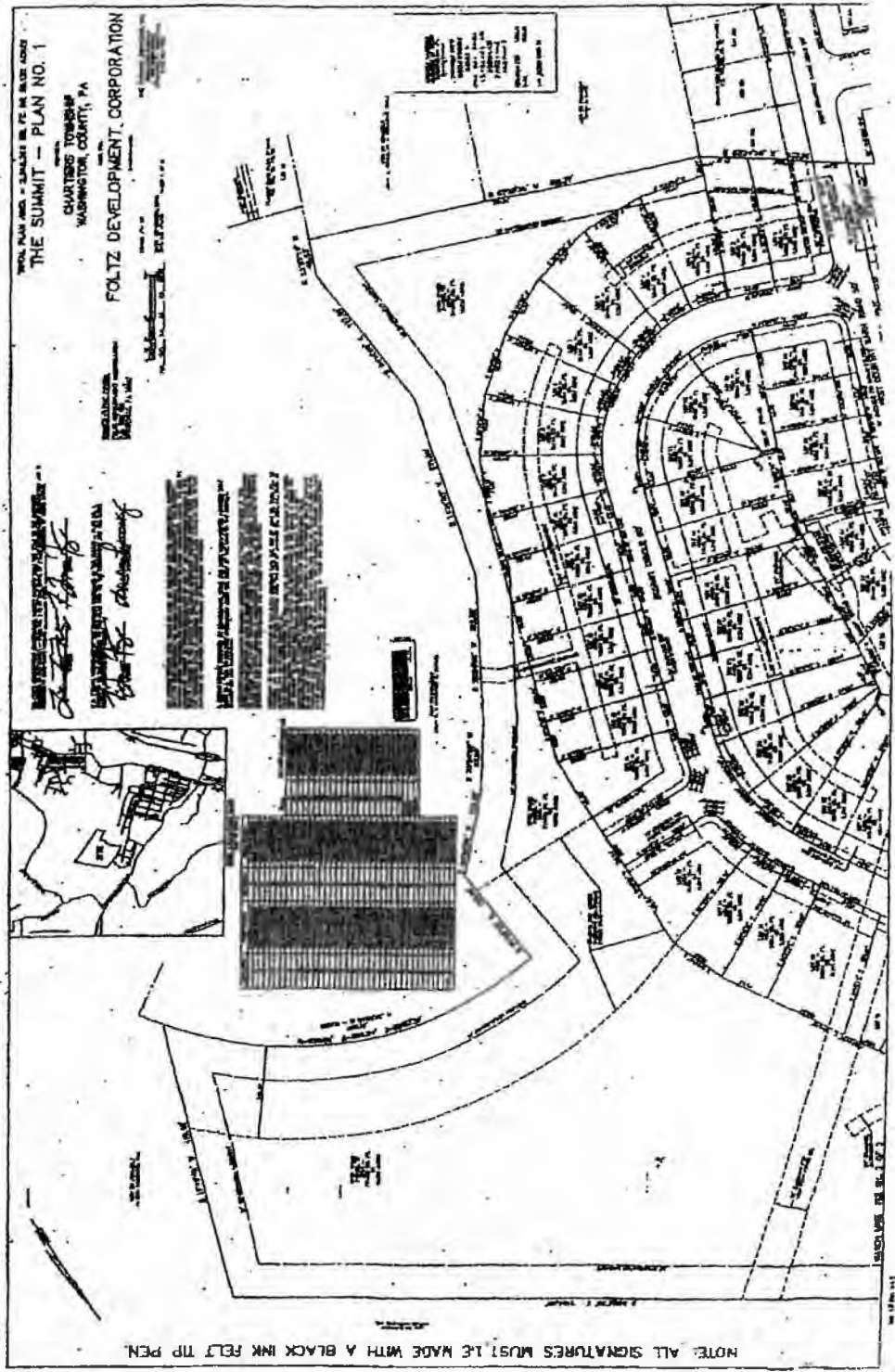
*Handwritten notes and signatures:*  
 [Illegible handwritten text and signatures]

*Small text and notes:*  
 [Illegible small text]

THE SUMMIT - PLAN NO. 1  
CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION

*[Handwritten signatures and notes]*

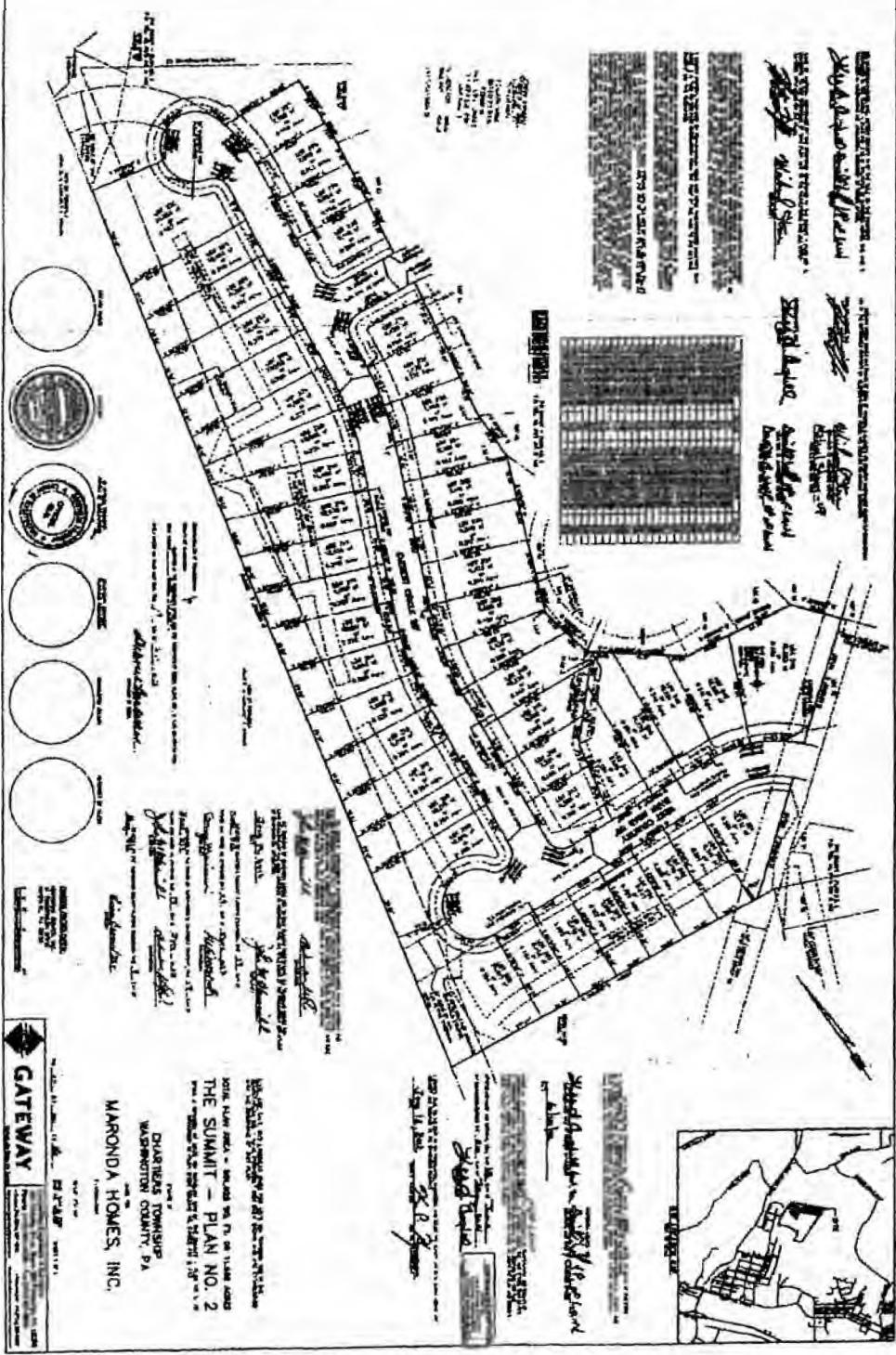


LEGEND

---	Proposed Street
---	Proposed Lot
---	Proposed Building Footprint
---	Proposed Landscaping
---	Proposed Utility Lines
---	Proposed Fencing
---	Proposed Driveway
---	Proposed Parking
---	Proposed Sidewalk
---	Proposed Storm Sewer
---	Proposed Water Main
---	Proposed Gas Main
---	Proposed Sewer Main
---	Proposed Easement
---	Proposed Right-of-Way
---	Proposed Survey
---	Proposed Boundary
---	Proposed Enclosure
---	Proposed Gate
---	Proposed Wall
---	Proposed Fence
---	Proposed Post-and-Rail
---	Proposed Chain-Link
---	Proposed Privacy
---	Proposed Security
---	Proposed Sound
---	Proposed Light
---	Proposed Sign
---	Proposed Art
---	Proposed Sculpture
---	Proposed Fountain
---	Proposed Pond
---	Proposed Lake
---	Proposed Stream
---	Proposed River
---	Proposed Canal
---	Proposed Ditch
---	Proposed Trench
---	Proposed Culvert
---	Proposed Bridge
---	Proposed Tunnel
---	Proposed Viaduct
---	Proposed Overpass
---	Proposed Underpass
---	Proposed Roadway
---	Proposed Highway
---	Proposed Expressway
---	Proposed Interstate
---	Proposed Freeway
---	Proposed Turnpike
---	Proposed Parkway
---	Proposed Boulevard
---	Proposed Avenue
---	Proposed Drive
---	Proposed Lane
---	Proposed Court
---	Proposed Alley
---	Proposed Walkway
---	Proposed Pathway
---	Proposed Trailway
---	Proposed Footway
---	Proposed Cycleway
---	Proposed Skateway
---	Proposed Boardwalk
---	Proposed Promenade
---	Proposed Plaza
---	Proposed Square
---	Proposed Circle
---	Proposed Loop
---	Proposed Turn
---	Proposed Curve
---	Proposed Bend
---	Proposed Junction
---	Proposed Intersection
---	Proposed Convergence
---	Proposed Divergence
---	Proposed Merge
---	Proposed Split
---	Proposed Fork
---	Proposed Branch
---	Proposed Spur
---	Proposed Loopback
---	Proposed U-turn
---	Proposed Roundabout
---	Proposed Roundover
---	Proposed Roundabout
---	Proposed Roundover
---	Proposed Roundabout
---	Proposed Roundover
---	Proposed Roundabout
---	Proposed Roundover
---	Proposed Roundabout
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---	Proposed Roundabout
---	Proposed Roundover

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

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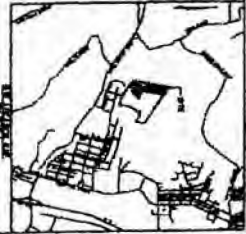
I, Wanda M. [Signature],  
 being duly sworn, depose and say that I am the  
 author of the above and foregoing plat, and that  
 the same is a true and correct copy of the  
 original as the same appears in my files.  
 Wanda M. [Signature]  
 [Signature]  
 [Signature]



**GATEWAY**  
 REAL ESTATE  
 1100 11th St. N.W.  
 Washington, D.C. 20004  
 (202) 462-1100

CHARLES TOWNSHIP  
 WASHINGTON COUNTY, PA  
**WARONDA HOMES, INC.**

THIS PLAN IS SUBJECT TO ALL APPLICABLE  
 ZONING LAWS AND ORDINANCES OF THE  
 TOWNSHIP OF CHARLES, WASHINGTON COUNTY,  
 PENNSYLVANIA.  
**THE SUMMIT - PLAN NO. 2**



**EXHIBIT B**

**Committed Real Estate**

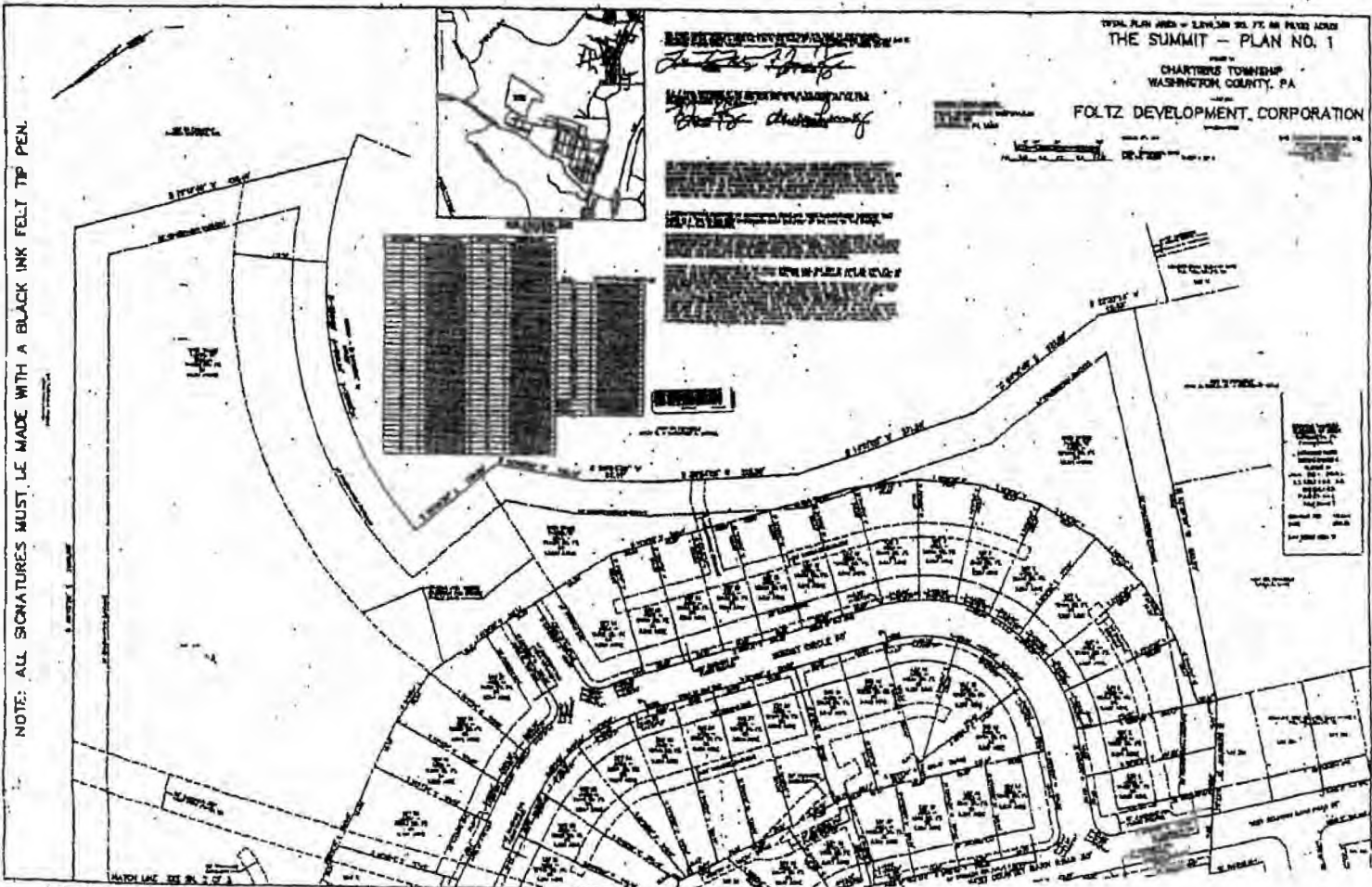
**Lots 1-77**

**As Recorded on January 3, 2006  
on Instrument #200600026**

**Lots 201-248**

**As Recorded on July 19, 2012  
on Instrument #201221315**

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



*[Signature]*

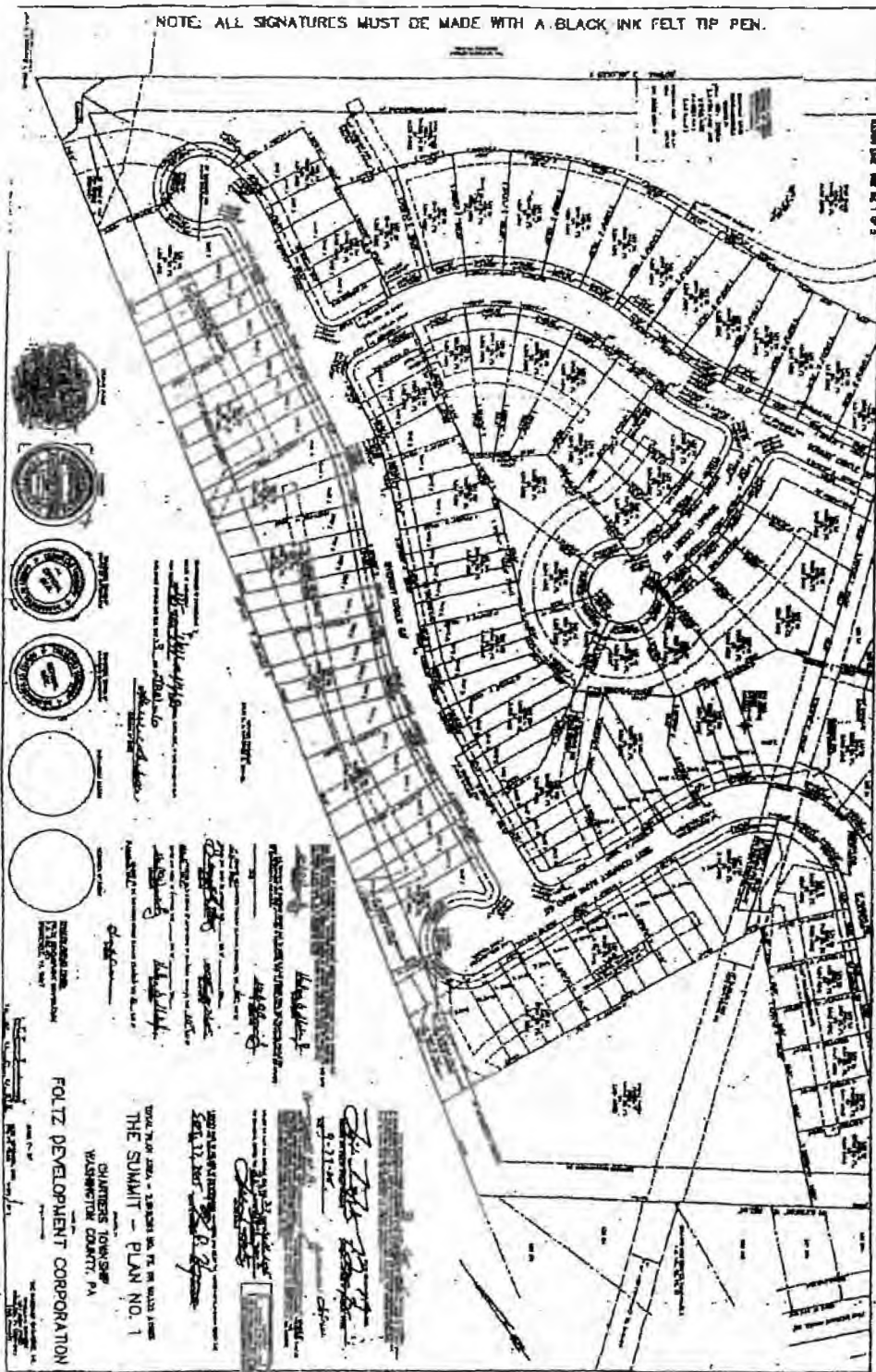
*[Signature]*

**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**

TOTAL PLAN AREA - 2,100,000 SQ. FT. OR THEREABOUTS  
**THE SUMMIT - PLAN NO. 1**  
CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA  
**FOLTZ DEVELOPMENT CORPORATION**

**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**  
**[REDACTED]**

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



1000 PINE STREET  
SEPT 12, 1967  
THE SUMMIT - PLAN NO. 1  
QUANTICO TOWNSHIP  
WASHINGTON COUNTY, PA

FOLTZ DEVELOPMENT CORPORATION

APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA  
ON SEPTEMBER 12, 1967

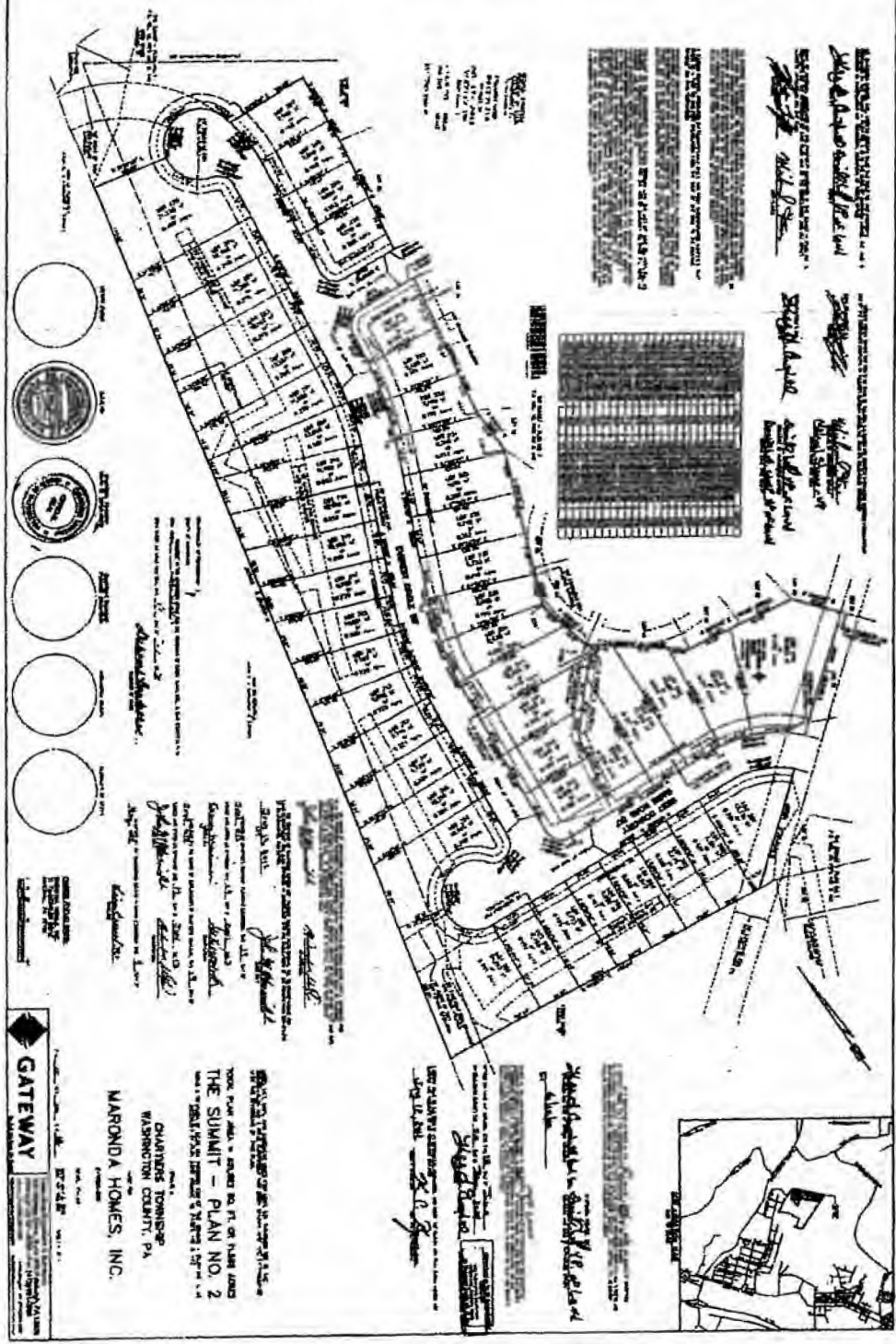
APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA  
ON SEPTEMBER 12, 1967

APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA  
ON SEPTEMBER 12, 1967

APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA  
ON SEPTEMBER 12, 1967

APPROVED BY THE BOARD OF SUPERVISORS  
WASHINGTON COUNTY, PA  
ON SEPTEMBER 12, 1967

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



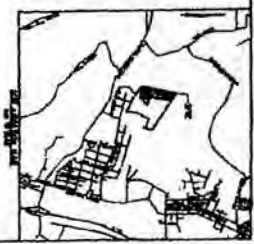
**GATEWAY**

CHARIERS TOWNSHIP  
WASHINGTON COUNTY, PA  
MARONDA HOMES, INC.

THE SUMMIT - PLAN NO. 2  
SUBJECT'S IMPROVEMENT MAP

LET OF LANDS...  
[Handwritten notes and signatures]

LEGEND  
[Hatching patterns and corresponding text descriptions]



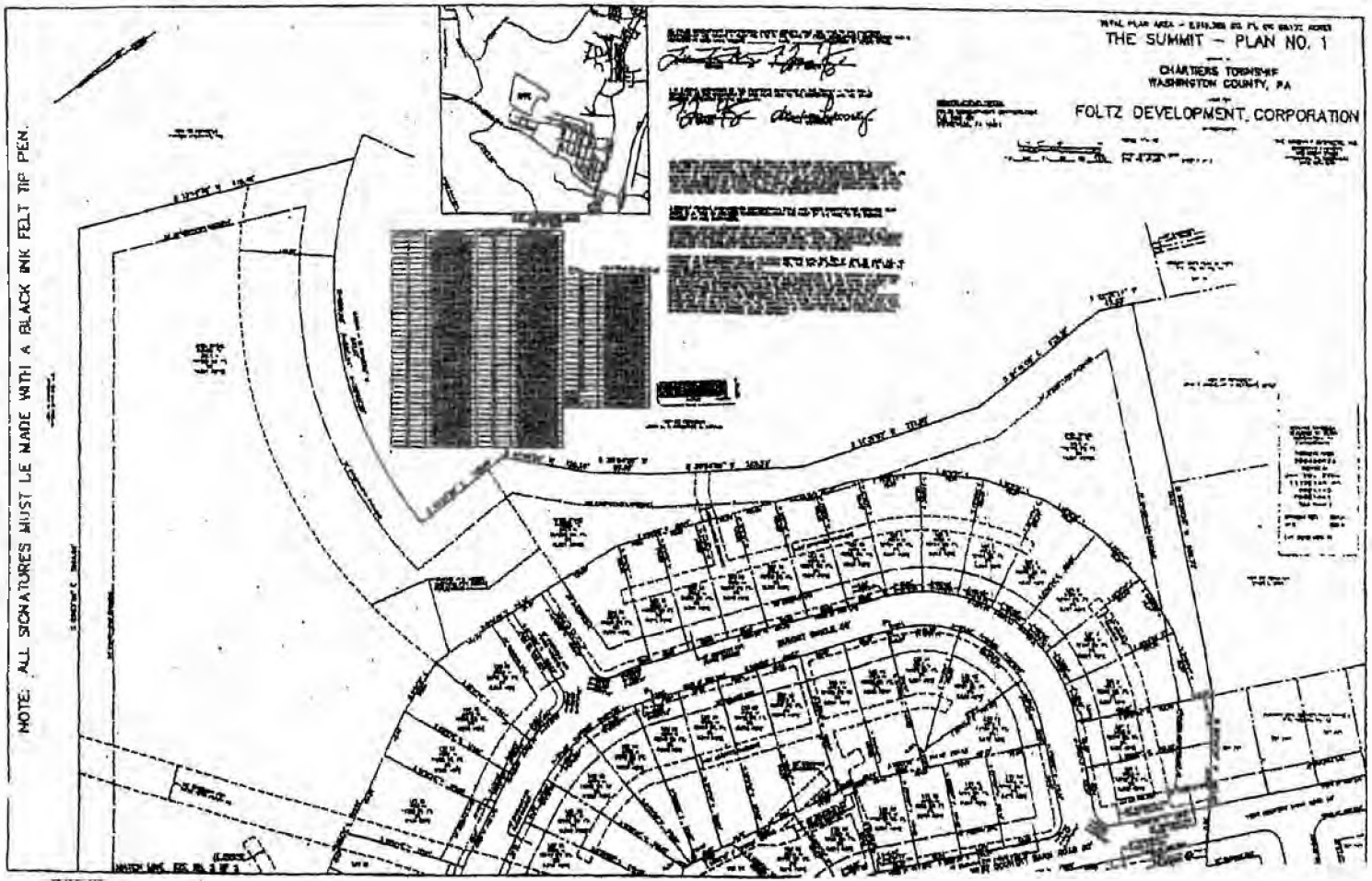
**EXHIBIT E**

**Recorded Inst. # 200600026**

**And**

**Recorded Inst. # 201221315**





NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.

TOTAL PLAN AREA - 231.38 AC. PL. OF GRATE ACRES  
**THE SUMMIT - PLAN NO. 1**

CHARTERS TOWNSHIP  
WASHINGTON COUNTY, PA

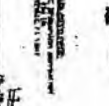
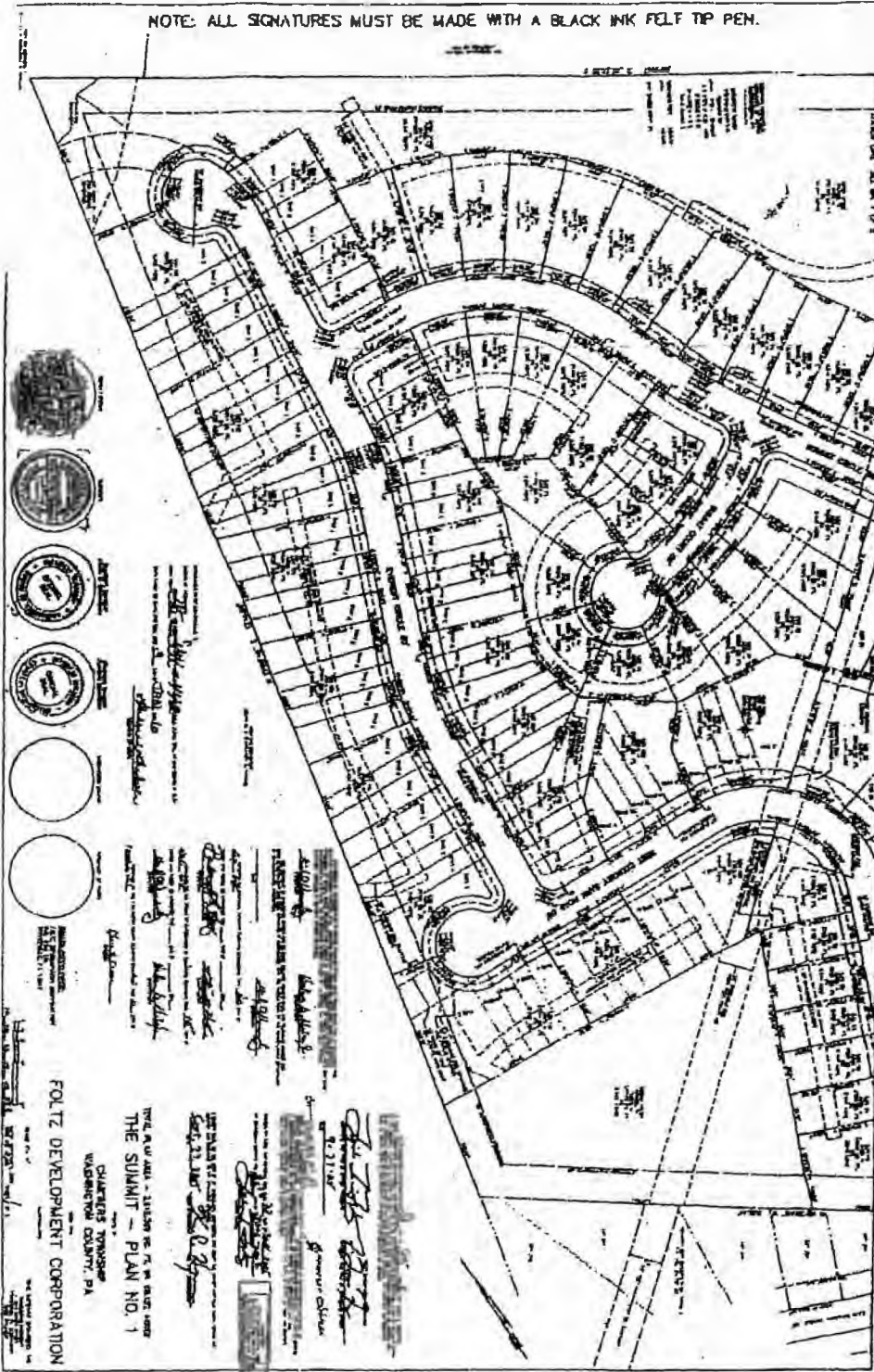
**FOLTZ DEVELOPMENT CORPORATION**

PREPARED BY: *Foltz Development Corporation*  
 DATE: *10/15/88*  
 DRAWN BY: *[Signature]*  
 CHECKED BY: *[Signature]*  
 APPROVED BY: *[Signature]*

LEGEND:  
 [Symbol] [Description]  
 [Symbol] [Description]  
 [Symbol] [Description]  
 [Symbol] [Description]

[Symbol] [Description]  
 [Symbol] [Description]  
 [Symbol] [Description]  
 [Symbol] [Description]

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED AS THE BASIS FOR THE CONSTRUCTION OF THE PROJECT AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.

APPROVED BY THE LOCAL AUTHORITY ON THIS DATE: \_\_\_\_\_

APPROVED BY THE DEVELOPER ON THIS DATE: \_\_\_\_\_

APPROVED BY THE ARCHITECT ON THIS DATE: \_\_\_\_\_

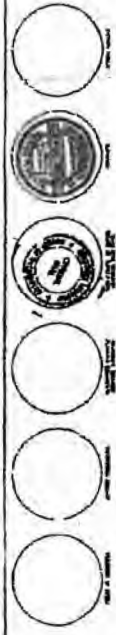
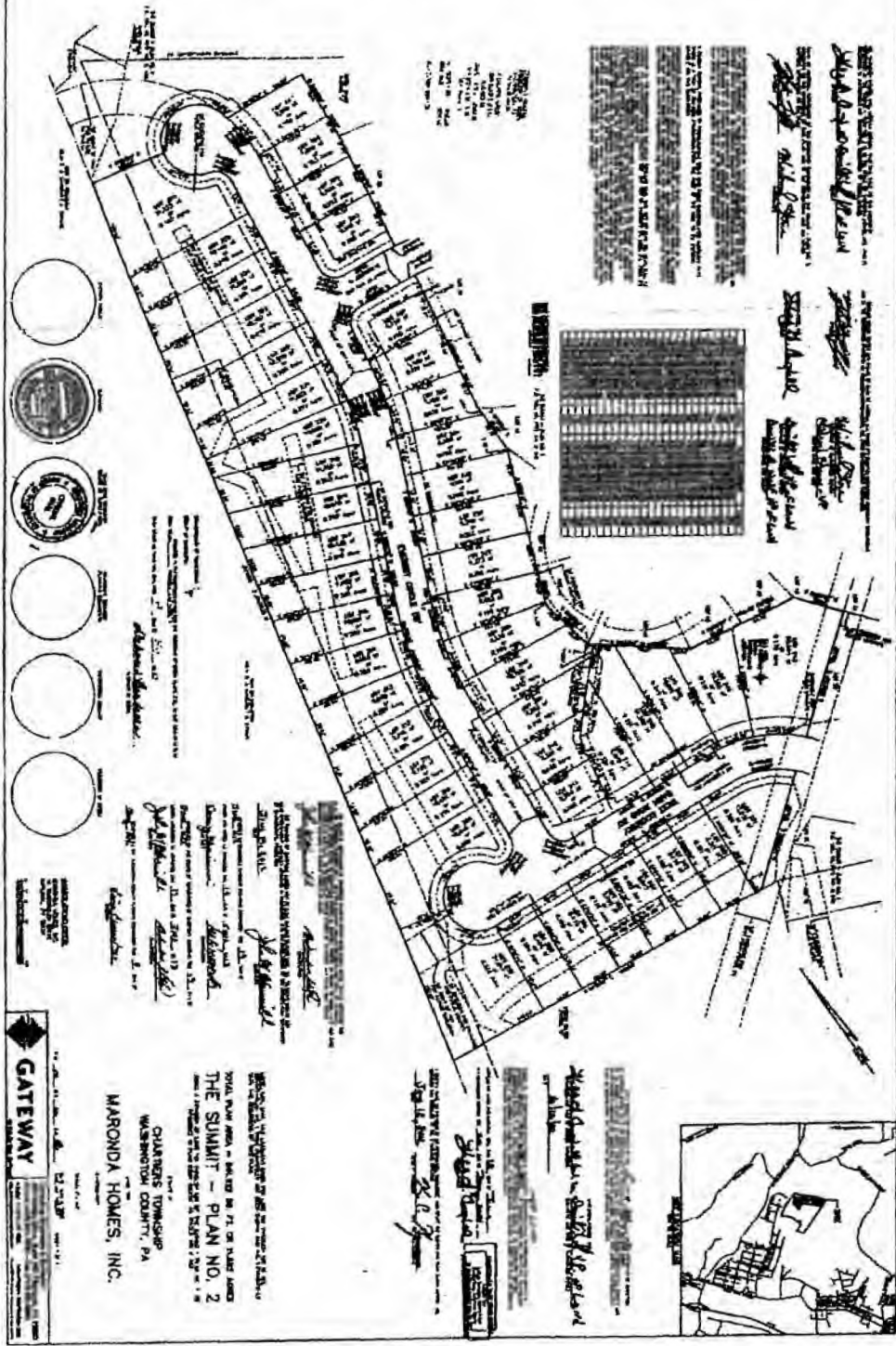
APPROVED BY THE ENGINEER ON THIS DATE: \_\_\_\_\_

FOLTZ DEVELOPMENT CORPORATION

WASHINGTON COUNTY, PA

THE SUMMIT - PLAN NO. 1

NOTE: ALL SIGNATURES MUST BE MADE WITH A BLACK INK FELT TIP PEN.



**CHANGERS TOWNSHIP**  
WASHINGTON COUNTY, PA  
**MARONDA HOMES, INC.**

**GATEWAY**

**THE SUMMIT - PLAN NO. 2**

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

