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NOTE TO RECORDER'S OFFICE:

The Recorder's Office is directed to index
this Declaration against CORNWALL PROPERTIES, LLC in the grantor index,
and THE CLIFFS AT IRON VALLEY, A PLANNED COMMUNITY, in the
grantee index pursuant to Section 5201 of the
Pennsylvania Uniform Planned Community Act.

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE CLIFFS AT IRON VALLEY, A PLANNED COMMUNITY

**Cornwall Borough
Lebanon County, Pennsylvania**

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

DATED: October 1, 2025
EFFECTIVE UPON RECORDING

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE CLIFFS AT IRON VALLEY, A PLANNED COMMUNITY

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Exhibits:

EXHIBIT A: LEGAL DESCRIPTION OF THE PC REAL ESTATE

EXHIBIT A-1: VARIOUS EASEMENTS, COVENANTS RIGHTS, AND LICENSES

EXHIBIT B: UNIT NUMBERS; ALLOCATED INTEREST IN COMMON EXPENSE
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EXHIBIT C: PLATS AND PLANS

EXHIBIT D: LEGAL DESCRIPTION OF THE CONVERTIBLE/WITHDRAWABLE REAL
ESTATE

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE CLIFFS AT IRON VALLEY, A PLANNED COMMUNITY

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name

. **CORNWALL PROPERTIES, LLC**, a Pennsylvania limited liability company (“Declarant”), owner in fee simple of the real estate, consisting of the parcels described in **Exhibit A** attached hereto (the “PC Real Estate”), located in Cornwall Borough, Lebanon County, Pennsylvania, hereby submits the PC Real Estate, including all easements, rights and appurtenances thereunto belonging and all buildings and other improvements existing or to be erected thereon (collectively, the “Property”) to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq., as amended (the “Act”), and hereby creates with respect to the Property a flexible planned community to be known as “**THE CLIFFS AT IRON VALLEY, A PLANNED COMMUNITY**” (the “Community”).

Section 1.2 Easements and Licenses

. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are the recorded easements, rights, covenants, and licenses recorded in the Recorder’s Office (as defined in Section 1.3.2 herein) set forth on **Exhibit A-1** attached hereto and incorporated herein.

Section 1.3 Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or identified on the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms when used herein shall have the meanings set forth below:

“Access Easement Agreement” shall mean, together, (i) the Agreement Providing for Grant of Access Easement between Declarant and the Municipality, dated April 7, 2025 and recorded in the Recorder’s Office on or after the date hereof and contemplated by the Approved Plan; and (ii) the Agreement Providing for Grant of Access Easement between Iron Valley Recreation, LLC and the Municipality, dated April 7, 2025 and recorded in the Recorder’s Office on or after the date hereof and contemplated by the Approved Plan. The Access Easement Agreement provides, among other things, for the right of access by the Municipality over certain portions of the PC Real Estate (including Units 63-75 as shown on the Plats and Plans) as well as portions of adjoining land owned by Iron Valley Recreation, LLC, for purposes of providing the Municipality pedestrian

and vehicular access to the Municipality's property identified as UPI No. 12-2346132-343891-0000, which contains facilities relating to the Municipality's public water supply.

"Access Easement Area" shall mean the portion(s) of the PC Real Estate (including any Unit) as well as adjoining real estate owned by Iron Valley Recreation, LLC which are subject to the Access Easement Agreement, as further depicted as "Proposed Access Easements" on the Approved Plan and the Plats and Plans.

"Act" shall have the meaning set forth in Section 1.1 of this Declaration.

"Allocated Interest" means the Common Expense Liability allocated to each Unit.

"Alternate Dispute Resolution" means a procedure for settling a dispute by means other than litigation, which procedure initially being implemented by the Association is more particularly set forth in the Bylaws.

"Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the last budget adopted by the Executive Board for such year.

"Approved Plan" means all subdivision and/or land development plans for the Community now or hereafter existing, including, but not limited to, (i) that certain subdivision and land development plan titled "Preliminary/Final Phase 1 Subdivision & Land Development Plan for The Cliffs at Iron Valley", dated October 27, 2023, last revised February 28, 2025, prepared by Steckbeck Engineering & Surveying Inc. as Project No. 2216-22-003, and recorded in the Recorder's Office as Instrument No. 202504993, and (ii) any final subdivision and land development plan for future phases of the Community, all as the same may be amended or modified by the Declarant from time to time in accordance with the Municipality's applicable requirements and other applicable governmental requirements.

"Association" means the Unit Owners' association of the Community, which shall be a Pennsylvania non-profit corporation known as "The Cliffs at Iron Valley Homeowners Association" and shall have all powers and duties designated by the Act.

"Best Management Practices" or "BMPs" shall mean all Pennsylvania Department of Environmental Protection best management practices, stormwater control measures, and/or SCMs (as such terminology is used or promulgated by DEP from time-to-time) related to the Stormwater Management Facilities, as identified in the PCSM Documents. BMPs may include, but are not limited to, a wide variety of practices and devices, from large-scale retention basin/ ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, manufactured devices, rain gardens, outlet structures, and inlets, as well as operational and/or behavior-related practices that attempt to minimize

the contact of pollutants with stormwater runoff, such as street sweeping or mowing at specified intervals.

“Builder(s)” means one or more builders approved by Declarant to construct Dwelling(s) on Unit(s). No Builder is a Declarant under this Declaration unless or until such Builder assumes one or more Special Declarant Rights in accordance with the terms of this Declaration and the Act. Declarant may approve multiple and different Builders within the Community.

“Building(s)” means any or all of the Dwellings and other building(s) now existing or hereafter constructed in the Community.

“Bylaws” means the Bylaws of the Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such Bylaws may be amended from time to time.

“Common Elements” means Common Facilities and/or Controlled Facilities.

“Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

“Common Expense Liability” means the liability for Common Expenses allocated to each Unit, as described in this Declaration.

“Common Facilities” means any Real Estate within the Community that is not a Unit and that is owned by or leased to the Association.

“Community” means the Community described in Section 1.1 hereof.

“Community Amenities” means certain real property and any improvements that may be constructed thereon pursuant to any Approved Plan, situated within the boundaries of the Planned Community and intended for recreational and related purposes on a use fee basis, or otherwise. Community Amenities, if constructed, shall be part of the Common Facilities, to be owned, operated, and maintained by the Association, the costs of which shall be General Common Expenses. Community Amenities may include those improvements designated by Declarant on any current or future Plats and Plans, and all such Community Amenities NEED NOT BE BUILT unless otherwise designated on the applicable Plats and Plans.

“Community Documents” include this Declaration, the Plats and Plans, Bylaws, and Rules and Regulations (including any Chart of Maintenance Responsibilities), all as amended from time to time.

“Conservation Area(s)” means the portion(s) of the PC Real Estate (including certain Units) subject to the Riparian Easement (as hereinafter defined), as further set

forth and depicted as "Riparian Easement" on Sheets 23-26 of the Approved Plan and Plats and Plans.

"Controlled Facilities" means any Real Estate within or that otherwise benefits the Community, whether or not a part of a Unit, that is not a Common Facility, but that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

"Convertible Real Estate" means that portion of the PC Real Estate described in Exhibit D attached hereto, so long as the Declarant's rights to create Units, Common Elements or Limited Common Elements therein continue to exist.

"Declarant" means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

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

"DEP" means the Pennsylvania Department of Environmental Protection, or any successor agency.

"Development Period" means the period commencing on the Effective Date and terminating on the later of (i) ten (10) years after the Effective Date; or (ii) in the case of a preliminary plat calling for the installation of improvements in sections, one hundred twenty (120) days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Municipalities Planning Code, or in the event of an appeal from the municipal approval or denial of such final plat, one hundred twenty (120) days after a final judgment on appeal. If after the Effective Date, the Act is amended to permit the extension of the Development Period by Declarant as it relates to any Development Rights (as defined in the Act) that are otherwise limited to the Development Period ("Limited Development Rights"), or any other applicable law permits the tolling or extension of the Development Period as it relates to any Limited Development Rights, Declarant will be deemed to have automatically exercised its right to toll or extend (as applicable) the Development Period to the greatest extent permitted by law unless Declarant records a document explicitly stating that this automatic exercise shall not apply.

"Dwelling" means a housing structure and appurtenant improvements intended for residential use situate upon or within a Unit, including without limitation any integral or attached garage.

"Dwelling Unit" means a Unit improved with a substantially completed Dwelling, such that the Dwelling may be legally used for its intended purposes. "Legally used" for its intended purposes shall mean that a certificate of occupancy has been issued. For

avoidance of doubt, once a Unit becomes a Dwelling Unit, it shall always be deemed a Dwelling Unit, even in the event of a subsequent casualty to the Dwelling.

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

“First Settlement” means the date of the first closing whereby a Unit is conveyed to an Initial Unit Purchaser.

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

“Golf Course” means, generally, the real estate adjoining the Community known as 201 Iron Valley Drive, Cornwall Borough, Lebanon County, Pennsylvania (Parcel No. 12-2347762-343121-0000) on which is located a golf course and related recreational facilities known as “Iron Valley Golf Club.”

“Golf Course Owner” means the owner of the Golf Course, and its successors, assigns, and designees. The Golf Course Owner as of the date of this Declaration is Iron Valley Recreation, LLC.

“Initial Unit Purchaser” means an initial purchaser of a Unit, other than Declarant or a Builder.

“Iron Valley Drive” means the private roadway adjacent to the PC Real Estate which is contained within a 50’-wide access easement and which services the PC Real Estate as well as other adjoining properties, as further described in the Iron Valley Easement Documents (defined below). Iron Valley Drive may be dedicated to the Municipality at any time, but the Municipality has no obligation to accept dedication of Iron Valley Drive.

“Iron Valley Easement Documents” means, collectively, (i) the Easement Agreement dated October 13, 1998 and recorded in the Recorder’s Office to Book 209, Page 423; (ii) the First Modification to Easement Agreement dated March 16, 2004 and recorded in the Recorder’s Office to Book 2041, Page 6646; and (iii) the Second Modification to Easement Agreement dated October 29, 2015 and recorded in the Recorder’s Office to Book 2216, Page 9342 (as each of the same may be amended from time to time in accordance with the terms thereof), as well as all of Declarant’s rights and obligations contained therein due to Declarant’s succession in title to the grantor identified in the Iron Valley Easement Documents. Pursuant to the Iron Valley Easement Documents, Declarant’s predecessor in interest, Sheridan Corporation (being the grantor under the Iron Valley Easement Documents), has, among other things, reserved rights of ingress, egress, and regress over Iron Valley Drive for the benefit of the Community, and the Golf Course Owner, as successor in title to Byler Management Co., LLC, is responsible for initially incurring all costs and expenses associated with the Maintenance of Iron Valley Drive, including but not limited to snow and ice removal, as well as all costs of insurance, taxes, governmental charges levied against Iron Valley Drive, and any

other charge associated with the ownership and Maintenance of Iron Valley Drive (collectively, the "Iron Valley Drive Maintenance Costs").

"Limited Common Elements" means Limited Common Facilities or Limited Controlled Facilities.

"Limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act and/or as described in the Community Documents.

"Limited Common Facilities" means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

"Limited Controlled Facilities" means those portions of the Controlled Facilities that are not themselves part of a Unit, which are allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all, of the Units.

"Maintain," "Maintained," "Maintenance," and any other derivative of the word "Maintain" means the administration, operation, management, inspection, reporting, insuring, maintenance, repair, replacement and/or relocation activities with respect to any Stormwater Management Facilities, Buildings or other improvements or any areas of land located in or otherwise serving the Community.

"Municipality" means Cornwall Borough, Lebanon County, Pennsylvania.

"Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 18.1 hereof.

"Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 18.2 hereof.

"O&M Agreement" means that certain Storm Water Management Operation and Maintenance (O&M) Agreement and Declaration of Easement by and between the Municipality and the Declarant dated April 25, 2025 and recorded in the Recorder's Office to Instrument No. 202504995, as the same may be amended, modified or supplemented from time to time, including but not limited to in connection with any Approved Plan for future phases of the Community.

"PCSM Documents" means the Approved Plan, PCSM Plan, O&M Agreement, PCSM Instrument and any other plan or document concerning or addressing the Stormwater Management Facilities, all as may be amended, modified or supplemented from time to time. The PCSM Documents set forth the Maintenance activities required for the Stormwater Management Facilities. The PCSM Documents are required by the

Municipality and/or the DEP in connection with certain governmental permits and the renewal thereof, and/or approvals obtained to develop the Community and may not be amended or terminated without the express consent of the Municipality and/or DEP, as applicable.

“PCSM Instrument” means the Instrument for the Declaration of Restrictions and Covenants dated March 11, 2025 and recorded March 11, 2025 in the Recorder’s Office to Instrument No. 202502728, as the same may be amended, modified or supplemented from time to time.

“PCSM Plan” means the Post Construction Stormwater Management Plan attached as Appendix A to the PCSM Instrument, as well as depicted on Sheet Nos. 28-41 of the Approved Plan, as the same may be amended or modified from time to time in accordance with the Municipality and other applicable governmental requirements.

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

“Property” means the Property described in Section 1.1 hereof.

“Real Estate” means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

“Recorder’s Office” means the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania.

“Riparian Easement” means the Agreement Providing for Grant of Conservation Easement between Declarant and the Municipality dated April 25, 2025 and recorded in the Recorder’s Office to Instrument No. 202504999. The Riparian Easement provides, among other things, for the preservation of certain floodplains and wetlands areas within the PC Real Estate.

“Rules and Regulations” means such rules and regulations as are promulgated by the Executive Board from time to time (if any), with respect to various details of the operation, use and/or enjoyment of all or any portion of the Community, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

“Security Interest” means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

“Special Assessment” means a Unit’s individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

“Stormwater Management Facilities” means all Best Management Practices (also known as Stormwater Control Measures/SCMs) as well as all storm water facilities as shown on or contemplated by the PCSM Documents, including but not limited to storm water conveyance, absorption, discharge, and drainage facilities constructed pursuant to any Approved Plan, as well as any and all drainage courses, swales, rain gardens, infiltration beds, stormwater inlets, pipes, conduits, basins, stormwater management and drainage easement areas, endwalls, headwalls, rip-rap areas, forebays, outlet structures, berms, manholes, level spreaders, water quality inserts and other structures, components and facilities appurtenant thereto constructed for the purpose of stormwater quality and drainage management for the Community, including, without limitation, utilization of Best Management Practices in accordance with and as set forth in the PCSM Documents.

“Unimproved Unit” means a Unit that has never been a Dwelling Unit.

“Unit” means a Unit as described herein and/or on the Plats and Plans, whether improved or unimproved.

“Unit Owner” means the holder of legal title to a Unit.

“Unit Owner In Good Standing” means a Unit Owner who is current in payment of assessments and fines, unless the assessments or fines are directly related to a complaint filed with the Bureau of Consumer Protection in the Office of Attorney General regarding Sections 5308 (relating to meetings), 5309 (relating to quorums), 5310 (relating to voting; proxies) or 5316 (relating to association records) of the Act. Only a Unit Owner In Good Standing may file a complaint with the Bureau of Consumer Protection in the Office of Attorney General pursuant to Section 5322 of the Act.

“Withdrawable Real Estate” means that portion of the PC Real Estate described in **Exhibit D** attached hereto, which Declarant may, during the Development Period, entirely or partially withdraw from the Community in accordance with this Declaration and the Act.

Section 1.4 Provisions of the Act

. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Plats and Plans or the Bylaws.

Section 1.5 Declarant’s Undertakings.

1.5.1. The Declarant shall construct and provide for the construction of certain Common Facilities, as provided herein or in the Plats and Plans. The construction of Common Facilities shall be performed in accordance with Section 5414(a) of the Act.

1.1.1. The Units as initially created may consist of Unimproved Units. It is not currently anticipated that the Declarant will construct any Dwellings within the Community. The Declarant intends to convey to one or more Builders all Unimproved Units within the Community pursuant to a separate agreement between the Declarant and such Builder(s).

Section 1.2 Builder's Undertakings.

1.2.1. It is presently anticipated that a designated Builder will construct all Dwellings and any other improvements within the Unit boundaries of the Units being created pursuant to this Declaration, and that the Declarant will be responsible for constructing the Common Facilities and improvements therein, as well as certain Controlled Facilities and Limited Common Elements for which financial security is posted with the Municipality to secure completion, including but not limited to Stormwater Management Facilities, roadways, and other site improvements. Each and every Builder which may construct Dwellings within the Community, as seller, shall include in each agreement pursuant to which it constructs or sells a Unit to an Initial Unit Purchaser a warranty against structural defects that is at least as extensive as the warranty set forth in Section 5411 of the Act.

1.2.2. Declarant shall not be responsible for the substantial completion of any Dwelling located within the Unit boundaries of any Unit conveyed by Declarant to any Builder.

1.2.3. Each Initial Unit Purchaser, for itself and its heirs, successors, and/or assigns, acknowledges and agrees to the greatest extent permitted by law that by the acceptance of a deed for a Unit that the Declarant has neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the Dwelling or in any other improvements constructed by any Builder or any party other than the Declarant, nor liability under subsections (c) and (d) of Section 5414 of the Act, or otherwise, with respect to substantial completion of the Dwelling or any other improvements constructed by any Builder or any party other than the Declarant.

ARTICLE II
ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT
IDENTIFICATION AND BOUNDARIES; RELOCATION OF BOUNDARIES;
SUBDIVIDING UNITS

Section 2.1 Allocated Interests, Votes and Common Expense Liabilities.

2.1.1. Attached hereto as **Exhibit B** and made a part hereof is a list of the fifty-three (53) initial Units being created by the Declarant that sets forth the Unit identifying number and the Allocated Interest appurtenant to each Unit, determined on the basis that all such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 11.2 hereof, a Unit's Allocated Interest shall be calculated by converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of

which fraction is the total number of Units within the Community. Furthermore, all Units in the Community shall have one (1) vote, regardless of a Unit's Allocated Interest.

2.1.2. The Allocated Interest shall automatically change upon the conversion of Convertible Real Estate or the withdrawal of Withdrawable Real Estate, as set forth in Articles XX and XXI hereof, and the new Allocated Interest of each Unit existing after a conversion or withdrawal shall be determined in accordance with Subsection 2.1.1 hereof.

2.1.3. Subject to Section 11.2 and 11.3 hereof, the Allocated Interest shall determine the share of Common Expense Liability appurtenant to a Unit. A Unit's Allocated Interest and vote shall always be appurtenant to the Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

Section 2.2 Unit Boundaries.

2.2.1. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and are identical to the boundaries of each lot as shown on the Approved Plan.

2.2.2. Each Unit consists of the space and any improvements now or hereafter placed within the following boundaries of the Unit. The vertical title lines or boundaries of the Unit shall be the vertical planes, extended to intersections with each other and without any upper or lower boundaries, which vertical planes shall be located on the lines showing the dimensions and location of the Units, as more particularly shown on the Plats and Plans. There are no upper or lower horizontal boundaries, such that a Unit shall include the land and Dwelling and related improvements thereon located within the vertical boundaries of the Unit and the airspace within the vertical boundaries of the Unit, subject, however, to Section 2.2.3 below.

2.2.3. Except as may be specifically set forth to the contrary in this Declaration or on the Plats and Plans, each Unit includes all portions of a Building, fixtures and improvements within the aforesaid Unit boundaries except as follows: if any fixture or improvement (including by way of example and not of limitation, any utility lines, meters, equipment or facilities) lies partially within and partially outside the designated boundaries of a Unit, any portion of the fixture or improvement serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of the fixture or improvement serving more than one Unit or any portion of the Common Facilities is a part of the Common Elements. Any fixtures or improvements designed or designated in the Community Documents to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

Section 2.3 Relocation of Boundaries Between Units.

2.3.1. During the Development Period, Declarant shall have the right, without submitting an application to the Association and without the consent of any Unit Owner

or any other party whatsoever, but subject, nevertheless, to compliance with all applicable governmental requirements, to relocate boundaries between Units owned by Declarant by recording an amendment to this Declaration and the Plats and Plans identifying the affected Units and setting forth the new Unit boundaries and the reallocations of Allocated Interests and votes in the Association. Declarant's right to relocate boundaries between Units shall not be limited to the combination of two (2) or more entire adjacent Units or to minor adjustments to boundary lines. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.3.1, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

2.3.2. Unit Owners other than Declarant desiring to relocate the boundaries between adjoining Units shall only be permitted to combine two (2) or more entire adjacent Units, except as permitted in Section 2.4 below. Such Unit Owners shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the relocation of boundaries that does not meet the requirements of the Community Documents and/or the Act. Upon approval by the Association of such application, two (2) or more entire adjacent Units may be combined into a larger Unit, provided that all of the Units being combined are under common ownership at the time of effecting such combination. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, combining the designated Units. The amendment shall be executed by the Unit Owner of the Units to be combined, assign an identifying number to the "Combined Unit," which shall consist of the identifying number of the Unit having the lowest number followed by a hyphen and the identifying number of the other Unit(s), arranged in numerical order, and reallocate the Allocated Interest and votes in the Association formerly allocated to the individual Units so that the Allocated Interest and the votes appertaining to the Combined Unit shall be the sum of the respective Allocated Interests and votes in the Association appertaining to each of the Units that were combined to create it.

Section 2.4 Subdividing a Combined Unit. Subject to Declarant's rights as set forth in Section 2.5 below, no Unit may be subdivided, except a Combined Unit in accordance with this Section 2.4, and a Combined Unit may only be subdivided to restore the Unit boundaries of the original Units that were combined to create it. A Unit Owner of a Combined Unit desiring to subdivide his Unit shall submit an application to the Association in accordance with Section 5215 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act, including the right to deny any application for the subdivision of a Combined Unit that does not meet the requirements of the Community Documents and/or the Act. The Combined Unit shall remain under single ownership until the amendment to the Declaration effecting the subdivision is recorded. Upon approval by the Association of an application by a Unit Owner, the Association shall prepare, execute and record an amendment to the Declaration, including the Plats and Plans, subdividing the Combined Unit. The amendment shall be executed by the Unit Owner of the Combined Unit being subdivided, assign an identifying number to each Unit created (which shall be the identifying numbers shown

for such respective Units in the Plats and Plans prior to the creation of the Combined Unit), and reallocate the Allocated Interest and votes in the Association formerly allocated to the Combined Unit to the new Units being created in accordance with Section 2.1 above and on a proportionate basis.

Section 2.5 Subdividing or Converting Units Owned by Declarant. Declarant hereby reserves unto itself the Special Declarant Right granted in Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two (2) or more Units, Common Elements or a combination of Units and Common Elements without the consent of the Association or any party whatsoever, but subject, nevertheless, to compliance with all applicable governmental requirements. During the Development Period, Declarant shall be permitted to exercise such Special Declarant Right without submitting an application to the Association and without the consent of any Unit Owner or any party whatsoever, and thereafter by submitting an application to the Association. If Declarant exercises such right, Declarant (or the Association, as the case may be) shall prepare and record an amendment to this Declaration, including the Plats and Plans, subdividing or converting such Unit(s). The maximum number of Units into which any Unit owned by Declarant may be subdivided or converted shall be twenty (20). All costs and expenses of Declarant associated with the exercise of its rights reserved in this Section 2.5 shall be the responsibility of the Declarant.

Section 2.6 Costs of Relocating Unit Boundaries or Subdividing Units. All costs and expenses associated with relocating Unit boundaries pursuant to Subsection 2.3.2 above or subdividing a Combined Unit pursuant to Section 2.4 above, and, at the discretion of the Executive Board, the costs and expenses associated with preparing and recording any amendment to the Declaration and Plats and Plans required pursuant to Sections 5214 or 5215 of the Act, shall be the responsibility of the Unit Owner or Owners requesting the relocation of Unit boundaries or the subdivision of a Combined Unit, as the case may be. Such costs and expenses shall include, without limitation, costs of obtaining all required governmental permits and approvals and all costs associated with repairing damage to the Common Elements and/or any other Unit that results from a Unit Owner's exercise of any of the rights granted by Sections 2.3.2 and/or 2.4 hereof.

ARTICLE III

LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1 Limited Common Elements. Without limiting the generality of the definition set forth in Section 1.3.2 hereof, the following portions of the Community are hereby designated as Limited Common Elements:

3.1.1. Any portion of the Community designated as a Limited Common Facility or a Limited Controlled Facility by or pursuant to the provisions of this Declaration or any amendment thereto, or as shown and identified as a Limited Common Facility or a Limited Controlled Facility on the Plats and Plans or any amendment thereto;

3.1.2. Any light poles installed in front of each Dwelling that serve primarily one (1) Unit;

3.1.3. Portions of any driveway located outside of the Unit boundaries but exclusively serving a Unit, as further shown on the Plats and Plans, shall be Limited Controlled Facilities appurtenant to the Unit served;

3.1.4. Stormwater Management Facilities which exclusively serve a Unit or fewer than all of the Units (such as sump pumps or roof drains, if applicable), shall be Limited Common Elements appurtenant to the Unit(s) served;

3.1.5. Common sidewalks abutting a Unit shall be Limited Common Facilities solely as to Maintenance obligations, but not for general use or access purposes. The Maintenance of each portion of a common sidewalk abutting a Unit shall be the responsibility of the Unit Owner of the Unit to which such Limited Common Facility is appurtenant, and the Association shall have no responsibility for such Maintenance. Further, and notwithstanding anything herein to the contrary, to the extent that any portion of the common sidewalks within the Community is not expressly designated on the Plats and Plans as part of the Limited Common Facilities appurtenant to a Unit, such portion of the common sidewalks shall be deemed part of the Common Facilities as further identified and as described in Section 4.1.4;

3.1.6. Water lines, sanitary sewer lines, electric lines, gas lines, storm sewer lines and utility facilities and laterals not located within a Unit but exclusively serving a Unit, as shown on the Plats and Plans, shall be Limited Controlled Facilities appurtenant to the Unit served, unless and until such lines or facilities are owned, conveyed, or dedicated to and accepted for dedication by the Municipality, any governmental authority having jurisdiction, or the applicable third party pursuant to Section 4.3 below;

3.1.7. Any retaining wall or portion thereof located on any Unit(s) as shown on the Plats and Plans shall be Limited Controlled Facilities appurtenant to the Unit(s) containing the retaining wall or any portion thereof and/or for which such retaining wall(s) provide soil stabilization; and

3.1.8. Any portion of the Community described as a Limited Common Element in Section 5202 of the Act.

Section 3.2 Common Elements Not Previously Allocated. As permitted by Section 5209(c) of the Act, the Declarant during the Development Period, and the Association thereafter, shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community. Any such allocation shall be made by an amendment to the Declaration or by an assignment executed by the Declarant during the Development Period and the Association thereafter and recorded in the Recorder's Office.

ARTICLE IV COMMON FACILITIES

Section 4.1 Reservation. The Declarant hereby explicitly reserves the right to designate as a Common Facility or Facilities any portion of the Community, or any improvement or facility (including any Community Amenities), existing or contemplated, other than a Unit

owned by a Unit Owner other than Declarant, as described in this Declaration and the Plats and Plans, as they may be amended from time to time, without the consent of the Association, any Unit Owner, any holder or insurer of any Security Interest in any Unit, or any other party whatsoever. Without limiting the generality of the foregoing, the following portions of the Community are hereby designated as Common Facilities (except to the extent such areas are designated as a Limited Common Element herein or on the Plats and Plans or fall within the definition of a Controlled Facility):

4.1.1. All street lights located within and serving the Community as identified and depicted on the Approved Plan and/or Plats and Plans, to the extent not located within the boundaries of a Unit or owned and/or Maintained by the service provider;

4.1.2. All permanent Stormwater Management Facilities and appurtenances not located within the boundaries of a Unit or otherwise designated as a Limited Common Element, which serve or benefit the Community as a whole;

4.1.3. All Roadways within the Community and adjoining curbing and landscaped or vegetated strips. This includes any median islands (including all curbing, trees, and mulching therein) located in any Roadways, as depicted on the Plats and Plans, unless and until any of the foregoing are dedicated to and accepted for dedication by the Municipality pursuant to Section 4.3 below;

4.1.4. Water mains, sanitary sewer mains, electric lines, gas lines, storm sewer lines and utility facilities not otherwise designated as Limited Common Elements hereunder and located within the Common Facilities (including any such lines and facilities located in the bed of any Roadways), as shown on the Plats and Plans, unless and until such lines or facilities are owned, conveyed, or dedicated to and accepted for dedication by the Municipality, any governmental authority having jurisdiction, or the applicable third party pursuant to Section 4.3 below

4.1.5. Any Community Amenities designated by Declarant in the Plats and Plans; and

4.1.6. Any other portion of the Community designated as Common Facilities on the Plats and Plans, as they may be amended.

Section 4.2 Conveyance to the Association. Declarant or Declarant's successor in interest to a Common Facility shall own the Common Facility (if any) until such time as it has been conveyed to the Association in accordance with this Section 4.2. After Completion (as hereinafter defined) of the Common Facility, Declarant or any successor in interest to Declarant in the Common Facility shall lease or convey fee simple title to the Common Facility by special warranty deed, or shall transfer easements or other ownership rights, title and interests, to the Association by the later of (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community, (b) the expiration of the Development Period, or (c) such longer period as may hereafter be permitted by the Act, any other applicable laws or any amendments thereto. Except as permitted pursuant to the terms of the remainder of this Section 4.2, no Common Facility shall be conveyed or leased to the Association before it has

been Completed in accordance with this Declaration. A Common Facility shall be deemed "Completed" and "Completion" shall be deemed to have been achieved upon the recording of a certificate (a "Completion Certificate"), executed by an independent registered surveyor, architect or professional engineer stating that the Common Facility is substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans and the Public Offering Statement and so as to permit the general use of such Common Facility for its intended purpose. With respect to any portion of any roadways, streets, or access drives within the Community ("Roadways"), that are, or are intended to be, Common Facilities, each portion of the Roadways shall be deemed Completed even if the final wearing course has not been installed thereon, provided that a Completion Certificate has been recorded (which may note that the wearing course has not yet been installed) and that Unit Owners are able to use the applicable portion of the Roadways for access and passage. Upon the recording of a Completion Certificate for a Common Facility, the Association shall be deemed to have accepted the conveyance or lease of the Common Facility and under no circumstances shall the Association have the right to reject acceptance thereof or a deed therefor. Declarant is also hereby authorized to sign the Certificate of Address in any deed from Declarant to the Association for conveyance of a Common Facility. The foregoing sentence, however, shall not be construed to waive any warranty claims related to the Common Facility that the Association may have against the Declarant pursuant to the Act. Except as otherwise set forth in this Section 4.2 below, the Association shall not be required to pay any consideration for the conveyance of any Common Facility, unless such facility is leased to the Association, in which case, the Association may be required to pay rent in accordance with any such lease. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights.

A Common Facility may be conveyed or leased to the Association before it has been Completed if a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided by the Declarant or a successor to Declarant's interest in the Common Facility, as the case may be, in which case, the Association shall be deemed to have accepted the conveyance or lease of the Common Facility and under no circumstances shall the Association have the right to reject acceptance thereof or a deed therefor. Any such third-party mechanism shall not expire until the Common Facility has been Completed to the degree required by this Section 4.2. Any uncompleted Common Facility conveyed or leased to the Association shall be Completed by the later of (a) the date of conveyance by Declarant of the last Unit Declarant reserves the right to include in the Community, (b) the expiration of the Development Period, or (c) such longer period as may hereafter be permitted by the Act, any other applicable laws, or any amendments thereto. Until such time as an uncompleted Common Facility is Completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility and for all other expenses in connection therewith, subject to Section 4.3 below.

Notwithstanding the foregoing or anything contained to the contrary contained in the Declaration, in the event the Declarant elects now or in the future to construct and designate Community Amenities as Common Facilities, the Community Amenities shall be conveyed to the Association for additional consideration in the amount of the costs of constructing the Community Amenities, plus Declarant's reasonable overhead and profit (not to exceed 5% of the

costs of construction) (the "Additional Consideration"). Prior to conveyance of the Community Amenities to the Association, Declarant shall deliver to the Association a Completion Certificate, together with a certification as to the amount of the Additional Consideration, which shall be prepared by an independent registered surveyor, architect or professional engineer, and which shall be final and non-appealable. Upon conveyance of the Community Amenities to the Association, the Association shall execute a note to be secured by a mortgage on the Common Facilities containing the Community Amenities, whereby the Association agrees to repay the Additional Consideration to Declarant within three (3) years following the conveyance of the Community Amenities to the Association. The note shall provide that the Additional Consideration will be repaid through the collection of a Special Assessment from the Unit Owners or through the implementation of a separate component of the Annual Assessments, as reasonably determined by the Executive Board (the "Declarant Reimbursement Assessment"), which the Association shall immediately pay to Declarant. The Declarant Reimbursement Assessment shall be separate from the Working Capital Fund Assessment, which may be collected by the Association pursuant to Section 11.13 of the Declaration and the Capital Improvement Fee, which may be collected by the Association pursuant to Section 11.17 of the Declaration. No amount paid as a Declarant Reimbursement Assessment shall be considered an advance payment of Common Expenses. No Unit Owner is entitled to refund of the Declarant Reimbursement Assessment from the Association or Declarant upon the subsequent conveyance of its or their Unit, or otherwise. The effect on the Association and the Unit Owners for this Additional Consideration is that the Association shall be required to collect the Declarant Reimbursement Assessment from each Unit Owner as a Special Assessment or component of the Annual Assessments, and shall account for repayment of the Additional Consideration in its budget, until such time that the Additional Consideration is paid in full.

Section 4.3 Dedicated Improvements. The following improvements may be offered by Declarant for dedication to the Municipality, any municipal authority, and/or any utility service provider (public or private), or some other third party, but the Municipality is not obligated to accept any dedicated improvement:

4.3.1. Water lines and mains, sanitary sewer lines and mains, storm sewer lines, and utility facilities, including those sewer and water easements and mains within the Common Facilities and on any Unit as depicted on the Approved Plan and Plats and Plans.

4.3.2. The Roadways and any curbing and vegetated and landscaped strips adjacent thereto as shown on the Plats and Plans.

4.3.3. Common sidewalks located adjacent to the Roadways as shown on the Plats and Plans.

4.3.4. Any other area shown and identified as such on the Plats and Plans.

Section 4.4 Parking. Unit Owners shall park their vehicles in their garages or on the driveway serving their respective Units. Parking spaces or areas in the Community, other than those constructed within Unit boundaries, if any, are Common Facilities available to all Unit

Owners, visitors, guests, and invitees on a first come-first served basis, subject to the rights of the Executive Board to promulgate Rules and Regulations regarding their use.

ARTICLE V CONTROLLED FACILITIES

Section 5.1 Controlled Facilities. Without limiting the generality of the definition in Section 1.3.2 hereof, the Controlled Facilities shall include all of the following areas, and the improvements and/or facilities located therein other than those accepted for dedication to the public (except as may be specifically set forth to the contrary herein) or owned by a utility provider or governmental authority:

5.1.1. Any portion of any Unit designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment hereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time, including but not limited to any improvements and facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed;

5.1.2. Water mains, sanitary sewer mains, electric lines, gas lines, storm sewer lines and utility facilities not otherwise designated as Limited Common Elements or Common Facilities hereunder, as shown on the Plats and Plans;

5.1.3. The Access Easement Area and all improvements therein, subject to the terms of the Access Easement Agreement;

5.1.4. All Conservation Areas located within the boundaries of any Unit or Units, as shown on the Plats and Plans and subject to the terms of the Riparian Easement;

5.1.5. All Stormwater Management Facilities not otherwise designated as a Common Facility or Limited Common Element hereunder, as further shown on the Plats and Plans, PCSM Documents, and Approved Plan;

5.1.6. All easement areas located upon a Unit and depicted on the Plats and Plans, including but not limited to clear sight triangle easements, waterline easements, sanitary sewer easements, and snow dump easements as shown on the Plats and Plans and Approved Plan. Declarant reserves the right to relocate, modify, eliminate, or create any easement areas as may be necessary for the orderly and safe development of the Community; provided that if Declarant relocates, modifies, eliminates, or creates any easement such that the Unit as developed materially differs from the Plats and Plans (as last amended), Declarant shall inform all prospective purchasers of the Unit of all changes and shall provide the prospective purchasers with a plat of the Unit depicting the actual easement area(s) as constructed;

5.1.7. Any improvements or facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed, including but not limited to Community-specific entrance signage (if any), street signage, and associated improvements, fire hydrants; landscaping and/or street lighting located on a Unit or not

otherwise designated as a Common Facility and to the extent not owned and/or Maintained by the service provider, as further shown on the Plats and Plans;

5.1.8. Street trees located within the boundaries of a Unit;

5.1.9. Any of the following to the extent not otherwise constituting a Common Facility or Limited Common Element and located in any public right-of-way or otherwise partially or wholly outside of the Community but which serve the Community or are the responsibility of the Association to Maintain: permanent Stormwater Management Facilities; curbing; sidewalks; walking paths; fencing; retaining walls; mailboxes and related facilities; Conservation Areas; and street trees and other landscaping; and

5.1.10. The Association's obligations under the Iron Valley Easement Documents and, if applicable, all other obligations and Maintenance responsibilities assigned to the Association in connection with any easement or other areas and facilities constructed that benefit the Community (whether or not other land is also benefitted) but that are located on lands not part of the Community (including but not limited to the portion of the Access Easement Area located on adjacent lands owned by Iron Valley Recreation, LLC), for so long as the Association's Maintenance and/or other obligations in connection therewith continue.

Section 5.2 Easements, Leases, Licenses and Concessions. Subject to compliance with all applicable governmental requirements, the Association shall have the right to grant easements, leases, licenses and concessions on, through, over or under the Controlled Facilities as permitted by Sections 5302(a)(9) and (b) of the Act, provided however, that any such grant that would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the owner of that Unit. Notwithstanding the foregoing, the Association shall have the right to offer easement rights or other property rights in and to any other improvements and related facilities on the Common Elements, and Roadways within the Community for dedication to public use, and/or to convey real property interests to a utility provider or municipal authority without the consent of any Unit Owner or any other party whatsoever.

ARTICLE VI ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 6.1 Additions, Alterations and Improvements by Unit Owners.

6.1.1. A Unit Owner:

(a) May, without obtaining the prior approval of the Executive Board, make any improvements or alterations to the interior of a Dwelling that do not modify the appearance of the exterior of the Dwelling;

(b) May not change the exterior appearance of a Unit, Dwelling, Building or any other structure located upon a Unit (including by way of illustration only and not limitation, all portions of the exterior finished surfaces of Dwellings, balconies, patios, porches, decks and stoops);

(c) May not change the appearance of or make any structural modifications to any portion of the Common Facilities;

(d) May not change the appearance of or make any structural modifications to any portion of the Controlled Facilities or Limited Common Elements (including but not limited to any retaining walls), whether located upon a Unit or otherwise; and

(e) May not make any modifications to any Stormwater Management Facilities, including BMPs, Limited Common Element and Common Element easement areas that could in any manner affect the purpose or function of the Stormwater Management Facility, BMP, easement area, or affect any other Unit or the Common Facilities, without obtaining the prior written consent of the Unit Owner of any other affected Unit.

6.1.2. Subject to the exemptions set forth in Subsection 6.1.5 below, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he is forbidden to do under Subsection 6.1.1 hereof, provided, however, that no Unit Owner shall be permitted to make any changes to Stormwater Management Facilities or easement areas benefiting the Community without the prior approval of the Municipality and any other governmental bodies having jurisdiction and without the prior written consent of the Declarant, so long as the Declarant still owns a Unit in the Community. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

6.1.3. Subject to the exemptions set forth in Subsection 6.1.5 below, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner.

6.1.4. Additions, alterations or improvements to the Units and/or Common Elements shall not, except pursuant to prior written approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than the Unit being modified. In the event that any

proposed change to any portion of the Community would cause an increase in the insurance premiums of any Unit Owner(s) other than the Unit Owner proposing the change, the prior written consent of all such affected Unit Owner(s) shall be required. At the discretion of the Executive Board, any increases in the insurance premiums of insurance policies carried by the Association shall be paid by the Unit Owner(s) whose construction activities resulted in the premium increases. Any increases in the insurance premiums of any other Unit Owner(s) shall also be paid by the Unit Owner whose construction activities resulted in the premium increases.

6.1.5. The provisions of this Section 6.1 shall not apply to the Declarant or any Builders in the exercise of any Special Declarant Right, or in the initial construction of Dwellings or other improvements of any kind anywhere within the Community.

Section 6.2 Additions, Alterations and Improvements by the Executive Board.
Subject to the limitations of Sections 11.5 and 11.6 of this Declaration and to compliance with all applicable governmental requirements, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary or advisable.

Section 6.3 Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and Maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board or the Association that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Executive Board, nor the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

Section 6.4 Limitations.

6.4.1. Notwithstanding anything to the contrary contained herein, the Executive Board shall not undertake any activities under Section 6.2, nor shall it approve any request made by any Unit Owner under Section 6.1 (as applicable, an "Executive Board

Action”) which (i) constitute an addition, alteration, or improvement to any Common Elements or Limited Common Elements (including but not limited to any modification to Stormwater Management Facilities) or (ii) otherwise materially or adversely affect Declarant’s development of the Community (including but not limited to the increase of any impervious coverage for the Community as permitted under the Approved Plan and the PCSM Plan); the exercise of Declarant’s Special Declarant Rights hereunder; the character of the Community; the bonds or letters of credit posted by Declarant with the Municipality; or any other rights or obligations of Declarant hereunder without, in each such case, first obtaining the prior written consent of Declarant, to be given or withheld in Declarant’s sole discretion.

6.4.2. Furthermore, in no event shall the Executive Board take any Executive Board Action, which is or will be visible from the Golf Course or materially or adversely affects or will materially or adversely affect the character of the Golf Course, without the prior written consent of the Golf Course Owner in each such case. In taking any Executive Board Action, the Executive Board shall evaluate the impacts of the Executive Board Action upon the Golf Course, taking into consideration the potential visibility of the proposed Executive Board Action and other adverse effects on the Golf Course. The Executive Board shall refer any Executive Board Action to the Golf Course Owner which, pursuant to this Subsection 6.4.2, requires the approval of the Golf Course Owner promptly and in good faith. The Golf Course Owner shall also have the right to notify the Executive Board if the Golf Course Owner reasonably believes an Executive Board Action was taken which violates the requirements of Subsection 6.4.2 or if the Golf Course Owner otherwise disputes an Executive Board Action. Upon receipt of such notice, the Executive Board shall cause the Executive Board Action to immediately cease, pending resolution of the violation or dispute. The decision of the Golf Course Owner with respect to any Executive Board Action shall be final and non-appealable. The purpose of this Subsection 6.4.2 is to ensure uniformity of character and design between the Golf Course and the Community. This Section 6.4.2 may not be amended without the prior written consent of the Golf Course Owner.

ARTICLE VII MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 7.1 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Community, the Units and Common Elements shall be Maintained by Unit Owners or the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

Section 7.2 Common Elements. The Association shall Maintain the Common Elements, except any portions thereof to be Maintained by the Unit Owners, as more particularly described in this Declaration and the Chart of Maintenance Responsibilities.

Section 7.3 Units and Limited Common Elements. Each Unit Owner shall Maintain at his own expense, all portions of his Unit and any Limited Common Elements appurtenant thereto, except any portions thereof to be Maintained by the Association, as more particularly described in this Declaration and the Chart of Maintenance Responsibilities.

Section 7.4 Failure to Maintain Units and Common Elements. If the Owner of a Unit fails to Maintain any portion of such Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible pursuant to the Community Documents, the Association may, in its discretion, assume the responsibilities of the nonperforming Unit Owner and perform any such Maintenance with respect thereto. All costs and expenses thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 hereof.

Notwithstanding the foregoing, with respect to the Stormwater Management Facilities located within the Community, the Association shall be obligated to assume the responsibilities of any nonperforming Unit Owner and perform any such Maintenance with respect thereto. All costs and expenses thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 hereof.

Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for the reasonable cost of repair of any damage to the Common Elements or to any other Unit caused by such Unit Owner's failure to properly Maintain any portion of his Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his Unit caused by the Association's failure to properly Maintain any portion of the Common Elements or any portion of a Unit or the Limited Common Elements appurtenant thereto for which the Association is responsible pursuant to the Community Documents.

Section 7.5 Chart of Maintenance Responsibilities. Representative examples of the respective responsibilities of the Association and the Unit Owners with respect to Maintenance of the Units, Common Elements (Common Facilities and Controlled Facilities) and Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities) are set forth in the Chart of Maintenance Responsibilities attached as Exhibit "A" to the Rules and Regulations, as amended from time to time. The Chart of Maintenance Responsibilities is not intended to describe or encompass every Maintenance function or to delineate all respective responsibilities among the Unit Owners and the Association and the Association's determination of any such responsibility not designated thereon shall be final and unappealable.

Section 7.6 Access. Any person authorized by the Executive Board, including Declarant and the Municipality or any other applicable governmental authority shall have the right of access to all portions of the Community, including the right to enter upon the exterior portion of a Unit for any proper purpose, at reasonable times and in a reasonable manner, upon such notice to an affected Unit Owner, if any, as shall be reasonable under the circumstances. In case of an emergency, no such notice is required and the right of entry shall be immediate, whether or not the Unit Owner is present at the time. By way of example and not of limitation, any authorized person shall have the right to enter upon any portion of the Community for the purpose of correcting any condition threatening the health or safety of occupants of the Community, or damage to a Unit or the Common Elements; for the purpose of performing installations, alterations or Maintenance; for the purpose of reading or Maintaining utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; for the purpose of discharging the Association's obligations for

Stormwater Management Facilities and for any other purpose necessary for the Association to carry out its powers or responsibilities under the Act and/or the Community Documents, including without limitation the verification and/or correction of any Unit Owner's performance under Articles VI, VII or IX hereof.

Section 7.7 Maintenance of Stormwater Management Facilities. The Community is subject to the PCSM Documents and the easements, Maintenance obligations and restrictive covenants contained therein. The PCSM Documents impose obligations on Declarant and its successors and assigns, as well as current and future owners of portions of the Community, with respect to the long-term Maintenance of the Stormwater Management Facilities. The Stormwater Management Facilities shall be Maintained in good working order in accordance with the specific Maintenance requirements set forth in the PCSM Documents, all applicable governmental approvals obtained in connection with the Community, all applicable local, state and federal requirements and laws and this Declaration, or any amendment hereto.

As provided in Section 5205(16.1) of the Act, upon approval of the permittee's notice of termination of an applicable NPDES permit (or other storm water permit) by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that, with respect to any Stormwater Management Facilities in the Community and any Controlled Facilities located outside of the Community but serving the Community, the Association and/or Unit Owners, as applicable, agree to and shall automatically become responsible for compliance with the Stormwater Management Facilities' permit terms and conditions, including long-term operation and Maintenance of applicable BMPs in accordance with the PCSM Documents and all other applicable requirements, which responsibility shall be allocated between the Association and the Unit Owners as follows:

(a) The Association shall perform all Maintenance (including without limitation all inspection, monitoring, and reporting obligations) for all Stormwater Management Facilities and appurtenances thereto not located within the boundaries of a Unit. Such Maintenance obligations shall be performed in accordance with the requirements of the PCSM Documents and all other applicable governmental requirements.

(b) Except as otherwise allocated to a Unit Owner in the Community Documents (including the Chart of Maintenance Responsibilities), the Association shall perform all Maintenance (including, without limitation, all inspection, monitoring, and reporting obligations) for all permanent Stormwater Management Facilities located within the boundaries of each Unit. Such Maintenance obligations shall be performed in accordance with the requirements of the PCSM Documents and all other applicable governmental requirements.

(c) The Association shall be responsible for the performance of all Best Management Practices with respect to any Stormwater Management Facilities serving the Community.

(d) Unit Owners shall Maintain all Stormwater Management Facilities which exclusively serve their Dwelling and are located on their Unit, subject to

the Association's rights to perform such Maintenance in accordance with the Community Documents.

No further instrument or agreement shall be necessary to enforce the obligations herein against Unit Owners and the Association, as applicable, because they are successors-in-title to Declarant's obligations pursuant to this Declaration, and the Association and all Unit Owners as members of the Association will take title subject to and be bound by the PCSM Documents and this Declaration, including, without limitation, this Section 7.7. Notwithstanding the foregoing, if required by any governmental authority in order for Declarant's NPDES permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified, or for Declarant and/or any permittee or co-permittee to be released from liability thereunder, each Unit Owner and the Association shall, upon written request from Declarant, do, execute, acknowledge and deliver, all such further acts, deeds, plans (including, without limitation, as-built PCSM Plans), consents, joinders, assignments, acknowledgements, transfers, conveyances, powers of attorney and assurances as may be required by any governmental authority to better assign, transfer, grant, assure, acknowledge and confirm to the applicable governmental authority the obligations of each Unit Owner and the Association pursuant to the PCSM Documents and this Declaration or to cause the NPDES permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified and to cause Declarant and/or any permittee or co-permittee to be released from liability thereunder (such obligations of each Unit Owner and the Association being the "Obligations"). Declarant, its successors or assigns, shall not be required to obtain the permission of any Unit Owner or the Association to renew, amend, release, terminate or modify any permits or approvals obtained in connection with the Stormwater Management Facilities from time to time. Declarant, its successors, or assigns, shall not be required to obtain the permission of any Unit Owner or the Association to renew, amend, confirm, release, terminate or modify any permits or approvals obtained in connection with the Stormwater Management Facilities or any of the PCSM Documents (including, without limitation, the recording of as-built PCSM Plans upon completion of construction of any Stormwater Management Facilities). However, the Obligations of each Unit Owner and the Association shall include the obligation to consent or otherwise execute the PCSM Documents or any supplements, amendments, or instruments related thereto as may be deemed necessary or desirable by Declarant to satisfy any of its obligations. Each Unit Owner and the Association, within fifteen (15) days after written request from Declarant, shall satisfy their respective Obligations at no cost or expense to Declarant or any other party. If any Unit Owner or the Association fails to timely satisfy its Obligations (such party being the "Defaulting Party"), which Obligations are covenants running with the land, Declarant may seek specific performance to enforce the Obligations and/or exercise any and all other rights and remedies available at law or in equity. All costs, fees and expenses, including, without limitation, attorneys' fees, filing fees, court costs and expert fees, incurred in any manner by Declarant in enforcing the Obligations against the Defaulting Party shall be reimbursed by the Defaulting Party to Declarant within thirty (30) days after a request therefor. For avoidance of doubt, the reimbursement obligation of the Defaulting Party to the Declarant shall not be limited to the costs, fees and expenses related to any court action but shall also include costs incurred by Declarant in relation to any negotiations and/or settlement discussions between the Declarant and the Defaulting Party.

Section 7.8 Rights of Municipality. As set forth in Section 8.1.12 herein, the Municipality has an easement for and may enter upon the Common Elements, including, without limitation, any Controlled Facilities and any Limited Controlled Facilities located on a Unit, for the purpose of inspecting the Common Elements (including, without limitation, the Stormwater Management Facilities, Roadways, and open space) to ensure they are being Maintained and in safe order and condition pursuant to all requirements of the PCSM Documents and all applicable governmental permits and approvals, and all applicable federal, state and local laws. If a Unit Owner and/or the Association shall fail to Maintain those portions of the Common Elements for which it is responsible in the condition required by the previous sentence, the Municipality shall have the right, but not the obligation, to: (a) Maintain the Stormwater Management Facilities in accordance with the O&M Agreement; and (b) with respect to snow and ice removal and other winter maintenance for Roadways, cause such activities to be performed, and charge the Association (or Declarant, if such Roadways have not yet been conveyed to the Association) for the cost thereof, which shall be paid by the responsible party within thirty (30) days after the date of the invoice.

This Section 7.8 may not be amended without the prior consent of the Municipality.

Section 7.9 Cost of Municipality's Maintenance Activities. If the Municipality shall assume Maintenance activities for all or any portion of the Common Elements in accordance with Section 7.8 above, the Municipality shall have the right to impose a Municipal Lien (see, 53 P.S. §7106, as amended) against the Association and/or the Unit Owners for the costs incurred by the Municipality, together with any other amounts collectible by the Municipality under the Pennsylvania Municipal Lien Law, as amended from time to time.

This Section 7.9 may not be amended without the prior consent of the Municipality.

Section 7.10 Risk Components. Notwithstanding the provisions of this Article VII to the contrary, the Executive Board may, from time to time, after notice and discussion with the Unit Owner(s), determine that certain portions of the Units required to be maintained by Unit Owners, or certain objects or improvements within the Units, pose a particular risk of damage to other Units and to the Common Elements, or otherwise pose a specific risk to the overall function of the Community, if they are not properly maintained, inspected, repaired, or replaced. Those items determined by the Executive Board to pose such a particular risk are referred to herein as "Risk Components." At the same time that it designates a Risk Component or at a later time, the Executive Board, after notice, may require one or more of the following with respect to the Risk Component:

7.10.1. That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association at the cost of the Unit Owner;

7.10.2. That it be replaced or repaired at specified intervals, or with reference to manufacturers warranties, whether or not the individual component is deteriorated or defective;

7.10.3. That it be replaced or repaired with items or components meeting particular standards or specifications established by the Executive Board for the purpose of reducing risk;

7.10.4. That when it is repaired or replaced, the installation include additional components or installations specified by the Executive Board;

7.10.5. That it be replaced or repaired by contractors having particular licenses, training, or professional certification or by contractors approved by the Board; and

7.10.6. If the replacement or repair is completed by a Unit Owner, that it be inspected by a person designated by the Association.

The imposition of requirements by the Executive Board under this Section 7.10 shall not relieve a Unit Owner of his or her obligations under this Article VII, including but not limited to, the obligation to pay for repairs, maintenance, and/or replacement. If any Unit Owner fails to repair, maintain, or replace a Risk Component in accordance with the requirements and procedures established by the Executive Board pursuant to this Section 7.10, the Association may, in addition to any other rights and powers granted to it under the Community Documents and the Act: (i) Enter the Unit in accordance with Section 7.6, and inspect, repair, maintain, or replace the Risk Component and charge the cost to the Unit Owner as a Limited Common Expense attributable to the Unit; (ii) Fine the Unit Owner or the occupant of the Unit or both; and (iii) Bring an action against the Unit Owner for specific performance.

Section 7.11 Offsite Easements. The Association shall Maintain, improve, repair, replace, regulate, manage, insure, and/or control, as applicable, any improvements beyond the boundaries of the PC Real Estate which serve the Community or for which responsibilities are assigned to the Association by the Approved Plan or any other applicable plans, approvals, agreements, or permits, including but not limited to the Access Easement Area located outside the boundaries of the Community.

Section 7.12 Easement Areas. Each Unit Owner shall comply with all terms and conditions of any separately recorded easement agreement encumbering his Unit, including but not limited to the Access Easement Agreement and Riparian Easement. Without limiting the rights granted to Declarant or the Association elsewhere in the Community Documents, Declarant and the Association shall have the right to enter any Unit to cure any Unit Owner's failure to comply with this Section 7.12 pursuant to the procedures set forth in Section 7.6 above, and the cost of curing any such non-compliance by a Unit Owner shall be a Limited Common Expense allocated to the Unit Owner's Unit in accordance with Section 11.3 hereof.

ARTICLE VIII EASEMENTS

Section 8.1 Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including without limitation, an unrestricted right of ingress and egress to and from his Unit over Roadways constructed within the Community, subject, nevertheless, to the Association's right to promulgate Rules and Regulations concerning the use and enjoyment of the Common Facilities.

In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created or described, as applicable:

8.1.1. Declarant's Use for Sales Purposes. As permitted by Section 5217 of the Act, the Declarant, along with any Builder appointed by Declarant, shall have the right to maintain one or more sales offices, management offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs, banners, flags or other similar advertising displays on the Common Facilities and on Units owned by the Declarant, even if such Units are under contract with a Unit purchaser. The Declarant reserves the right and to grant to any Builder the right to place models, management offices and/or sales offices on any portion of the Common Facilities or on a Unit in such a manner, or such size and number and in such locations as the Declarant deems appropriate. The Declarant may from time to time relocate models, management offices and/or sales offices to different locations within the Community notwithstanding that the Community Documents may otherwise preclude such use in those locations. Declarant may enter into agreements with one or more Builders pursuant to which Declarant may grant to any Builder the right to maintain one or more sales offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by the Builder.

8.1.2. Utility Easements. The Units, Limited Common Elements, and Common Elements shall be and are hereby made subject to easements in favor of the Declarant (and any successor, assignee or designee of Declarant) and appropriate utility and service companies, the Municipality and any other governmental agencies or authorities designated by Declarant for such utility and service lines and equipment and any Stormwater Management Facilities as may be necessary or desirable to serve any portion of the Community. The easements created in this Subsection shall include, without limitation, rights of the Declarant (and any successor, assignee or designee of Declarant), or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate, replace, expand and connect to gas lines (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment or any other utility related facilities over, under, through, along and on the Units, Limited Common Elements, and Common Elements. Notwithstanding the foregoing provisions of this Subsection, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or a Builder, or as shown on an approved recorded plan, or otherwise so as not to materially interfere with the use or occupancy of the Unit by its occupants.

8.1.3. Declarant's Easement Regarding Stormwater Management Facilities. The Declarant reserves an easement on, over and under those portions of the Units and Limited Common Elements and Common Elements not improved with Buildings, including but not limited to the Convertible Real Estate, for the purpose of constructing,

installing, Maintaining, modifying, expanding and correcting all Stormwater Management Facilities and other facilities for the drainage of surface water in order to (i) develop the Community, including performing any and all obligations of Declarant pursuant to the Approved Plan; (ii) comply with the PCSM Documents; and (iii) maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities, including without limitation any successor, assignee or designee of Declarant. The easement created by this Subsection expressly includes the right to cut or permanently remove any trees, bushes, or shrubbery, to grade the soil, install new or modify existing Stormwater Management Facilities, or to take any other action reasonably necessary to achieve this purpose, to comply with all applicable local, state and federal requirements and laws, or as may be required from time to time by the Municipality, the applicable Conservation District, the Pennsylvania Department of Environmental Protection, the U.S. Army Corps of Engineers or any other governmental or quasi-governmental entity having jurisdiction over stormwater, surface waters or wetlands.

8.1.4. Declarant's Reservation of Right to Subject Community to Easements.

The Declarant reserves the unrestricted right to (i) subject any portion of the Community other than a Building to easements and/or licenses, and to grant, sell and convey easements and/or licenses for the purpose of benefiting the Community and/or any tract of land adjacent to or near the Community; and (ii) subject any portion of the Community to easements, licenses and/or other similar or dissimilar instruments in favor of governmental and public service entities as are required for the provision of public utilities to and through the Community, and/or the construction of improvements on the Community, and/or the management of stormwater, surface waters or wetlands in accordance with all laws, ordinances and regulations of all governmental or quasi-governmental entities having jurisdiction. Without limiting the generality of the preceding sentence, the Declarant may subject the Community to access easements, stormwater management easements and/or utility easements to be used by or jointly with adjoining or nearby properties. In the event that Declarant grants one or more easements to benefit real estate not within the Community or any person not an owner or occupant of the Community, then the owner of the benefited real estate or the person benefiting from the easement shall share on a pro rata basis in the costs of Maintaining such easements and/or any facilities or improvements constructed therein.

8.1.5. Declarant's Easement to Facilitate Completion, Conversion and Expansion. The Declarant reserves an easement on, over, through and under all portions of the Community except through any existing Building, as may be reasonably necessary for the purpose of discharging Declarant's obligations, however arising, or exercising Special Declarant Rights, including, but not limited to, the development of Convertible Real Estate or Withdrawable Real Estate, and for all purposes relating to the construction, development, leasing and sale of improvements within the Community, and any other adjacent or nearby real estate. The easement rights reserved hereunder shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment, the right to engage in marketing, sales, leasing and management activities, including the

Maintenance of models and offices and the erection and Maintenance of directional and promotional signs. The Declarant's easements hereunder shall exist in perpetuity.

8.1.6. Temporary Easement for Maintenance, Construction and Development. Without limiting the generality of the easements reserved unto Declarant in Subsection 8.1.5 hereof, for so long as Declarant has Maintenance, construction and/or development obligations anywhere in the Community, Declarant reserves unto itself, its successors, assigns, agents, employees and contractors, the right to enter onto any portion of any Unit, Limited Common Elements, and Common Elements not within a Building as may reasonably be necessary to facilitate the Declarant's Maintenance, construction and/or development activities of all types whatsoever, including, but not limited to, for the construction of improvements on the Common Elements, Limited Common Elements, and/or the Convertible Real Estate, for the completion of grading and/or landscaping on a Unit or adjacent Unit(s), for the construction of Dwellings or other improvements of any kind on a Unit, Limited Common Elements, and/or adjacent Unit(s) or portions of the Common Elements, for the construction, reconstruction and/or relocation of any type of utility facilities, and for the construction of facilities for surface water run-off and control as may be necessary for the orderly and safe Maintenance, construction and development of the Community; provided however, that the Declarant shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit and shall promptly repair any damage to a Unit or Limited Common Elements appurtenant thereto resulting from the Declarant's exercise of such rights.

8.1.7. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, and to the extent required by the Pennsylvania Municipalities Planning Code as necessary for the Municipality to exercise its rights under the O&M Agreement or under Section 7.8 hereof, the Municipality (i) for inspection of the exterior portions of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of Maintenance for which they are responsible, and to perform such items of Maintenance on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection and Maintenance of any portion of a Unit for which the Association is responsible, the Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, (iv) for inspection, verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX hereof, and (v) for discharging all other obligations of the Association, including for Stormwater Management Facilities in accordance with the PCSM Documents, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Subsection.

8.1.8. Easement for Encroachments. To the extent that any Unit or portion of the Common Elements encroaches upon any other Unit or portion of the Common Elements because of the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its Maintenance shall exist, provided that the physical boundaries of the Units after construction, reconstruction or repair shall be in substantial accord with the descriptions thereof set forth in the Declaration. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve the Unit Owner (including a Builder) of liability in the case of willful misconduct nor the Declarant, a Builder or their respective agents or any contractor, subcontractor or materialman or any other person of liability for failure to comply materially with the Plats and Plans.

8.1.9. Easement of Access and Passage. Declarant hereby creates, grants and conveys a non-exclusive easement of access and passage on, over and across all Roadways within the Community, for the purpose of ingress, egress and regress to and from all portions of the Community and between the Community and the public or private streets that serve the Community for the benefit of the Association, the Unit Owners, and their respective heirs, successors, invitees, licensees, contractors, and/or assigns (collectively "Benefited Persons"). To the extent that any common sidewalks are located within the rights of way of any Roadways or private streets, Declarant hereby creates, grants and conveys a non-exclusive easement of access and passage upon, through, over and across such common sidewalks for the benefit of Benefited Persons for ingress, egress and regress to and from all portions of the Community and between the Community and the streets serving the Community. The easement established pursuant to this Subsection 8.1.9 shall automatically terminate at such time that the Roadways and/or common sidewalks or any portions thereof are dedicated to and accepted for dedication by the Municipality, but the Municipality is under no obligation to accept such dedication.

8.1.10. Easements Created by or Depicted on Plans. The Community is subject to utility easements, water and sanitary sewer easements, drainage easements, stormwater management easements, snow dump/removal easements, clear sight triangle easements, the Conservation Area and Access Easement Area and related easements as shown on the Approved Plan and Plats and Plans, as well as such other easements as may be created by or depicted on the Plats and Plans, the PCSM Plan and/or the Approved Plan now or in the future. The said easements, including all easements for future phases of the Community, shall be utilized and Maintained by the Association and/or Unit Owners in accordance with the Approved Plan and all applicable local, state and federal requirements and laws. Notwithstanding the provisions of this Subsection, the easements and obligations appurtenant thereto shall exist for so long as required by the Municipality or other governmental body having jurisdiction thereover, or for so long as required by Declarant in connection with the development of the Community and/or other land near the Community.

8.1.11. Municipality's Easement. Declarant hereby declares, grants and conveys to the Municipality an easement over the Limited Common Elements and Common Elements, including, without limitation, the Controlled Facilities and Limited Controlled

Facilities located on a Unit, for the purpose of exercising the rights granted to the Municipality in Sections 7.7 and 7.8 of this Declaration. This Section may not be amended without the prior written consent of the Municipality.

8.1.12. Easement for Storm Water Drainage and Flow. Declarant hereby declares an easement for continuous and unobstructed storm water drainage and flow over, upon, under, and through those Units, Limited Common Elements and Common Elements, as well as the Convertible Real Estate, containing or consisting of any Stormwater Management Facility, including any drainage easement or stormwater easement, as further depicted on the Plats and Plans, from any portion of the Community which is served or intended to be served by such Stormwater Management Facility and/or drainage easement pursuant to any Approved Plan.

8.1.13. Easement for Unit Improvements Outside of Unit Boundaries. Declarant hereby declares for the benefit of the Unit Owners, their successors and assigns, an easement over and upon the Common Elements (including the Roadways) for the purposes of construction, use, and Maintenance of any improvements located outside of the boundaries of such Unit but exclusively serving that Unit, including but not limited to any portions of a Unit driveway located outside of the boundary of a Unit as shown on the Plats and Plans.

8.1.14. Easements for Community Entrance Signs. Declarant hereby declares for the benefit of itself, the Association, and each of their respective successors, assigns, employees, agents, and contractors, a permanent and perpetual easement over, upon, under, and through Units 1, 114, 74, and 76 in the locations depicted on the Plats and Plans as "Signage Easement" for the purposes of installation, maintenance, repair, and replacement of community entrance signs, monuments, landscaping, and related features and improvements for the Community, including any utility lines serving such features and improvements. No obstruction, vegetation, or other improvements may be installed by any Unit Owner or occupant within the areas of the easements established by this Subsection 8.1.14 without the prior written consent of the Executive Board in accordance with this Declaration. Following the initial construction by the Declarant or any Builder, the Association shall be responsible for Maintenance of all features and improvements constructed within the easement areas, including performance of all landscaping and payment of all utility costs, and the cost thereof shall be assessed as a Common Expense. The Declarant, for as long as it owns a Unit in the Community, as well as the Association, shall have the right to enter any Unit for purposes of removing any obstruction, vegetation, or other improvement placed by the Unit Owner which interferes with the visibility of the signs, monuments, landscaping, and/or related features and improvements installed within the easement area, and the cost of such removal shall be assessed against the Unit of the Unit Owner which installed such obstruction, vegetation, or other improvements as a Special Assessment.

ARTICLE IX RESTRICTIONS

Section 9.1 Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant and any Builder, shall have the same rights and duties that are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

9.1.1. Permitted Uses. Units in the Community (with the exception of any Units during the time period when they are being used by the Declarant or a Builder as a model, leasing, sales or management office) are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, (i) the Declarant shall have all rights available to it in the Declaration and the Act to convert any Unit owned by Declarant to a Common Facility (and nothing contained herein shall be construed to prohibit such conversion) and (ii) Units may also be used for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of the Municipality in which the Unit is located, as the same may be amended from time to time, and further provided that the prior written consent of the Executive Board is obtained. No Unit within the Community may be subdivided at any time, except as otherwise provided in Article II.

9.1.2. No Unlawful Purposes. No Unit Owner may use, suffer or permit his Unit to be used or occupied for any prohibited or unlawful purpose. No obnoxious, dangerous or offensive activity or nuisance shall be conducted upon any part of a Unit or Common Element. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and Maintenance of any Unit, including any improvements or facilities erected thereupon.

9.1.3. Unit Condition. Each Unit Owner shall be solely responsible for Maintaining his Unit in a clean, sanitary, safe and attractive condition, in accordance with the allocation of responsibilities set forth in this Declaration, the Chart of Maintenance Responsibilities (as it may be amended from time to time) attached as Exhibit "A" to the Rules and Regulations, and any Rules and Regulations in effect from time to time.

9.1.4. Landscaping Materials; Gardens. No Unit Owner or occupant shall install, maintain, or keep any landscaping of any type, including a garden, on any portion of the Common Elements or Limited Common Elements.

9.1.5. Fences. No fences are permitted with the exception of invisible fences or other underground pet control, which shall be permitted, or fences which satisfy all of the following:

- (a) The fence is black in color and made of vinyl or aluminum. The style of fence must be approved by the Executive Board, although no chain-link fences are permitted under any circumstances.

(b) Fences may be placed on the side and rear yards of a Unit, but shall not be constructed closer to the street in front of the Dwelling than the front yard setback line of the Dwelling.

(c) Fences shall be constructed out of materials approved by the Executive Board from time-to-time.

(d) No fence shall exceed three feet six inches (3' 6") in height.

(e) No fence shall be permitted within ten feet (10') of the boundary line of the Golf Course, as shown on the Plats and Plans.

No Unit Owner or occupant shall alter or remove any permanent fencing installed anywhere within the Community (including upon a Unit) by Declarant or a Builder as part of the development of the Community, including without limitation, any fencing around Stormwater Management Facilities. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to Subsection 9.1.5(e) above shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to other portions of this Subsection and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.6. Decks, Porches, and Sun Rooms. No deck, porch, and/or sunroom shall be constructed without the prior written approval of the Executive Board. Any Unit Owner wishing to construct a deck, porch, and/or sunroom must first provide the Executive Board with a survey or plot plan showing the proposed location of the improvements, the dimensions of the required side yard and rear yard setbacks, and any sanitary and storm sewer easements. No deck may be constructed within a sanitary or storm sewer easement without the prior written approval of the Municipality or the applicable governmental authority or utility service provider. The Executive Board shall review the plans and surveys to ensure that materials and proposed design are consistent with that of the Dwellings within the Community. No wolmanized or other lumber is permitted for the railings of a deck, although the use of wolmanized or other lumber is permissible for the deck posts, beams, and joists. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.6 and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.7. Items On Balconies, Decks, Patios, and Porches. Balconies, decks, patios and/or porches shall be kept free and clear of rubbish, debris and other unsightly materials. Unit Owners may install an awning over their respective balcony, porch, patio and/or deck with the prior written approval of the Executive Board. The Executive Board shall have the right to determine the colors and the materials which a Unit Owner may utilize for the maintenance, repair and/or replacement of any decks, which shall be set forth in the Rules and Regulations from time to time. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.7 and which meets the

criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.8. Impervious Coverage. No improvements, alterations, additions, or modifications may be made to any Unit which increase the impervious coverage allocated to that Unit pursuant to the Approved Plan and the PCSM Documents without the prior written consent of the Declarant (for as long as Declarant's obligations under the PCSM Documents are outstanding) and, thereafter, the Executive Board.

9.1.9. Wells. No oil or gas well shall be drilled on any Unit. Additionally, no ground water well shall be drilled on any Unit.

9.1.10. Driveways. Asphalt or concrete driveways are required. Shared or multiple driveways shall be permitted only if required or contemplated by the Approved Plan.

9.1.11. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted on any Unit, and no animals shall be housed or maintained on any Common Facility. All permitted pets shall be regularly housed inside a Dwelling. No exterior housing of pets shall be permitted on any Unit or on the Common Facilities (including Limited Common Facilities) at any time. Doghouses, kennels and runs shall be prohibited. A pet owner shall immediately clean up, remove and discard in a proper receptacle all solid animal excrement produced by his pet and shall otherwise obey any pet Rules and Regulations promulgated by the Executive Board from time to time. A pet owner shall be fully responsible for all personal injuries and/or damage caused by his pet, including any pet or human injuries occurring in the dog park areas within the Common Facilities. No animals shall be kept, bred or maintained on any Unit for commercial purposes.

9.1.12. Swimming Pools and Hot Tubs. No above ground pools are permitted within the Community. A Unit Owner may install an "in ground" pool upon receiving prior written approval from the Executive Board and the Golf Course Owner in accordance with Subsection 9.2.3(ii). Provided however, that as a part of the Unit Owner's application to the Executive Board for approval, the Unit Owners shall submit: (1) plans for the construction of the pool, (2) a survey or plot plan, and (3) such other information as the Executive Board deems to be reasonably necessary or as otherwise required by the Community Documents. The Unit Owner shall supply the Executive Board with documentation that it complied with the recommendations of the applicable professionals after the completion of the pool. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.12 and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.13. Satellite Dishes; Antennas. The Executive Board's approval shall be required as to the location of any television, video, satellite, radio or other transmission device, dish or antenna that is not installed as part of the initial construction of an improved Unit or approved by the Declarant. In making its determination, the Executive

Board shall be required to comply with Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Receptions Devices ("OTARDS") rule (the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Furthermore, the Executive Board shall have the right to install one or more OTARDS on or within any Common Facility portion of the Community as it deems appropriate, for the purpose of making the benefit of such facilities available to Unit Owners in the Community. Any such facilities installed to benefit Unit Owners shall be a Common Element, and the costs and expenses of operation, installation and Maintenance thereof shall be a Common Expense, allocated in accordance with the provisions of Section 11.3 hereof. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.13 and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.14. Use of Common Elements. There shall be no obstruction of the Common Elements (including the Limited Common Elements). Nothing may be constructed, placed or stored on the Common Elements without the prior consent of the Executive Board. Nothing may be done on the Common Elements that would in any way materially interfere with the use and enjoyment of any other Unit Owner or occupant within the Community. The Common Elements (including the Limited Common Elements) may contain certain Stormwater Management Facilities. Unit Owners and the Association shall not disturb or alter the Stormwater Management Facilities or otherwise damage or interfere with the Stormwater Management Facilities. The Executive Board may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

9.1.15. Drainage. Each Unit Owner and occupant hereby covenants and agrees for himself, his heirs, assigns, contractors and successors in interest that he will not interfere with, or suffer or permit the interference with, the established drainage pattern over his Unit or the Common Facilities from adjoining or other Units or portions of the Common Facilities. A Unit Owner shall make adequate provision for proper drainage from any other Unit or Common Facilities in the event that the established drainage over his Unit is changed or altered by his use of, occupation of, Maintenance of, addition to, alteration of, or improvements to, his Unit. For the purpose hereof, "established drainage" is defined as the drainage that will occur at the time the overall grading and landscaping of the Units and Common Elements (including Limited Common Elements) is completed, including, but not limited to within any drainage easement areas, drainage easement areas, and/or riparian buffer easement areas, whether part of the Common Facilities, or designated as Controlled Facilities or Limited Controlled Facilities in accordance with the provisions of this Declaration.

9.1.16. Signs. Except for a standard "for sale" sign which does not exceed six (6) square feet in total area, no sign of any kind shall be displayed in the public view on any Unit for a period of thirty (30) days or more during any calendar year without prior written consent of the Executive Board. The Declarant or Builder shall have the right to

erect signs to advertise the Community, the sale of Units (including Unimproved Units) and any other signs which the Declarant or Builder deems necessary for construction and sale of Units on any part of the Community owned by them, subject in all instances to applicable laws, codes, and ordinances. No permanent flag poles shall be permitted on any Unit.

9.1.17. Outbuildings; Temporary Structures. No detached outbuildings, including but not limited to storage sheds, shall be permitted upon a Unit or Common Elements. No structure of a temporary character, trailer, camper, motor home, basement, tent, shack, garage, barn or other structure or outbuilding of any type shall be constructed or used on any Unit or Common Elements at any time, either temporarily or permanently, without the prior consent of the Declarant during the Development Period or the Executive Board thereafter. No mobile homes shall be permitted. Further Unit Owners shall not install, construct or locate playground equipment, including, without limitation, swing sets, basketball hoops and sandboxes on any Common Elements (including Limited Common Elements), without the prior consent of the Executive Board. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.17 and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.18. Parking. The Roadways, accessways, common parking areas, and drive aisles within the Community shall be used only for vehicular and bicycle transportation and pedestrian travel of the Unit Owners, occupants and invitees. Further, Roadways, accessways and drive aisles and any common parking areas shall not be used as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited. Any person who uses the Roadways, accessways, drive aisles or common parking areas in violation of this prohibition does so at his own risk and indemnifies the Declarant, any Builder and Association from and against all costs, expenses, injuries, claims and damages whatsoever arising out of such prohibited use.

9.1.19. Storage Tanks. No above-ground or underground tanks for storage of petroleum products, propane or any other substance shall be permitted on any Unit, or in or under any Common Elements (including Limited Common Elements), except for (i) underground propane tanks installed by Declarant or Builder in connection with the initial construction of a Dwelling on a Unit and (ii) small containers approved for and designed for gasoline storage and/or small propane tanks (less than ten (10) gallons) for use with outdoor gas grills, home heating and other purposes.

9.1.20. Building Materials. All Dwellings and any other improvements upon a Unit shall be constructed out of quality materials including, but not limited to, brick, stone, vinyl or cement board siding (such as HardiePlank), or a combination thereof. No portion of the grade construction of any Dwelling between the ground and any bottom of the first floor shall show exposed concrete walls and/or concrete block.

9.1.21. Lighting. Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Unit boundaries. Post lights shall be installed and

maintained as required by the Municipality or Approved Plans. No decorative holiday lighting shall be placed on any Dwelling earlier than November 25th annually and said lights shall be removed no later than January 25th.

9.1.22. Dwelling Size. The overall design, square footage, and exterior appearance of all Dwellings to be initially constructed within the Community must be approved by the Declarant, in writing, prior to the application for any building permit for the Dwelling. The minimum square footage for a Dwelling shall be 2,000 square feet (exclusive of garages, decks, patios, and other similar features) unless otherwise approved by the Declarant. The restrictions contained in this Subsection 9.1.22 shall expressly apply to any Builder.

9.1.23. Solar Panels. To the extent not prohibited by law, no solar panels, including any photovoltaic (PV) cells or devices, shall be installed on any Unit. However, if any law or regulation prohibits or limits restrictions on the installation of solar panels or similar devices, then all solar panels to the extent permitted pursuant to this Section 9.1.23 **Error! Reference source not found.** shall be approved by the Executive Board prior to installation as to location, dimension, and specifications and shall be installed in accordance with all applicable laws, codes, rules, regulations, and ordinances and approved by the electric utility service provider. No solar panel constructed on any Unit shall be operated for commercial utility generation or distribution and shall only serve the Dwelling on which it is placed. Any Unit Owner request made pursuant to Subsection 9.2.1 with respect to this Subsection 9.1.23 and which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3.

9.1.24. Grading. Declarant and any Builder shall have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting Unit and grade the portion of such Unit adjacent to such street, but there shall be no obligation on the Declarant or Builder to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

9.1.25. Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in plastic bags or disposal containers and shall be disposed of in such manner as may be prescribed from time to time by the Municipality or in the Rules and Regulations. Garbage bags and/or containers shall not be taken out earlier than the day prior to collection, and must be kept out of public view at all other times. No building materials, refuse, trash or debris shall be kept, stored outside, or allowed to accumulate on any Unit.

9.1.26. Laundry Lines. Laundry poles and lines outside of Units are prohibited.

9.1.27. Limitations on Application of Restrictions. Except as otherwise set forth herein, the restrictions set forth in this Section 9.1 shall not apply to the Declarant or a Builder approved by Declarant in relation to the initial construction of a Dwelling and related improvements on a Unit or other improvements constructed upon any other portion of the Community.

9.1.28. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and Maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. Neither the Declarant, the Executive Board nor the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

9.1.29. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning (i) the use and enjoyment of the Community, or (ii) the Maintenance, improvement, regulation, use and/or control of any Common Facilities or Controlled Facilities (including any Limited Common Element) may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of any Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. The Association shall have the right and authority to enforce all Rules and Regulations in accordance with the Community Documents. Notwithstanding anything to the contrary contained in the Community Documents, none of the Declarant, Association, Executive Board, officers or employees of the Association, or any community manager, shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant, guest, invitee or visitor to the Community, or in connection with any of their use or enjoyment of any of portion of the Community. Each such Unit Owner, occupant, guest, invitee or visitor assumes all risks associated with the use and enjoyment of all or any portion of the Community.

Section 9.2 Waiver Requests.

9.2.1 A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 9.1. The Executive Board shall answer any written waiver request, after Notice and Hearing, within sixty (60) days after receipt of the request. Failure to do so within such time shall not constitute approval of the Executive Board of the proposed action. The Executive Board shall review waiver requests in accordance with the provisions of the Community Documents and may request additional documentation from the Unit Owner to assist in its review of any waiver request. By way of illustration and not limitation, the Executive Board may request documentation of a disability and/or a disability-related need claimed as part of a waiver request pursuant to the Assistance and Service Animal Integrity Act.

9.2.2 Notwithstanding anything to the contrary contained herein, the Executive Board shall not approve any request made by any Unit Owner under Subsection 9.2.1 above which (i) constitutes an addition, alteration, or improvement to any Common Elements or Limited Common Elements (including but not limited to any modification to Stormwater Management Facilities) or (ii) otherwise materially or adversely affects Declarant's development of the Community; the character of the Community; the exercise of Declarant's Special Declarant Rights hereunder; the bonds or letters of credit posted by Declarant with the Municipality; or any other rights or obligations of Declarant hereunder without, in each such case, first obtaining the prior written consent of Declarant, to be given or withheld in Declarant's sole discretion.

9.2.3 Furthermore, the Executive Board shall not approve any request made by any Unit Owner under Subsection 9.2.1 or Section 9.3 (i) with respect to anything that is identified in Section 9.1 above as requiring approval of the Golf Course Owner, or (ii) which otherwise is or will be visible from the Golf Course or materially or adversely affects or will materially or adversely affect the character of the Golf Course, without the prior written consent of the Golf Course Owner in each such case (as applicable, a "Golf Course Approval Item"), to be given or withheld in its sole discretion. In issuing any approval of a Golf Course Approval Item, the Executive Board shall evaluate the impacts of the Golf Course Approval Item upon the Golf Course, taking into consideration the potential visibility of the proposed Golf Course Approval Item and other adverse effects on the Golf Course. The Executive Board shall refer any Golf Course Approval Item request to the Golf Course Owner which, pursuant to this Subsection 9.2.3, requires the approval of the Golf Course Owner promptly and in good faith. The Golf Course Owner shall have the right to notify the Executive Board if the Golf Course Owner reasonably believes a Golf Course Approval Item was authorized which violates the requirements of this Subsection 9.2.3 or if the Golf Course Owner otherwise disputes a Golf Course Approval Item. Upon receipt of such notice, the Executive Board shall cause the action authorized under the Golf Course Approval Item to immediately cease, pending resolution of the violation or dispute. The decision of the Golf Course Owner with respect to any Golf Course Approval Item shall be final and non-appealable. The purpose of this Subsection 9.2.3 is to ensure uniformity of character and design between the Golf Course and the Community. This Subsection 9.2.3 may not be amended without the prior written consent of the Golf Course Owner.

Section 9.3 Alterations and Improvements. Subject to the limitations of Subsection 9.1.27 and Section 9.2 above, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Furthermore, any Unit Owner request made pursuant to this Section 9.3 which meets the criteria of Subsection 9.2.3(ii) shall also require the approval of the Golf Course Owner in accordance with Subsection 9.2.3. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner. Any building, appurtenant structure or other improvement to be erected on a Unit shall be completed in accordance with the plans submitted to the Executive Board for approval and shall be completed and/or certified for occupancy within twelve (12) months after commencement of construction. Completion as set forth herein includes finished grading and seeding.

Section 9.4 Alternate Dispute Resolution. Pursuant to Section 5322(a) of the Act, a Unit Owner In Good Standing may file a complaint with the Bureau of Consumer Protection in the Office of the Attorney General for a violation by the Declarant or the Association of Sections 5308 (relating to meetings), 5309 (relating to quorums) and 5310 (relating to voting; proxies) of the Act (each of the foregoing being a "Qualifying Allegation"), subject, however, to the remainder of this Section 9.4 and the terms and conditions set forth in Section 5322 of the Act. If a Unit Owner In Good Standing provides a written request to the Association that it desires to proceed with the Alternate Dispute Resolution procedure set forth in the Bylaws related to a Qualifying Allegation, and thereafter the procedure cannot be applied because all other parties (including, without limitation the Association) related to the Qualifying Allegation have not consented to the procedure (as required by Section 5321(b)(2) of the Act), the Unit Owner In Good Standing making such Qualifying Allegation may immediately file a complaint with Consumer Protection in the Office of the Attorney General. If, however, all other parties related to the Qualifying Allegation have consented to the procedure, then a complaint with Bureau of Consumer Protection in the Office of the Attorney General shall not be filed by a Unit Owner In Good Standing until the earlier of (i) the date on which the Unit Owner In Good Standing has exhausted the Alternate Dispute Resolution procedure without a resolution being reached; or (ii) the date that is the hundred-and-first (101st) day after the alternate dispute procedure has commenced without a resolution.

Nothing in this Section 9.4 shall be construed to affect or impair the right of a Unit Owner, the Declarant or the Association to pursue a private cause of action or seek other relief in accordance with the Community Documents and as authorized by law.

ARTICLE X LEASING

Section 10.1 Leases. A Unit Owner may lease or sublease his entire Unit (but not less than his entire Unit) at any time and from time to time provided that:

10.1.1. All leases, rental agreements and other occupancy agreements ("Lease Agreements") shall be in writing;

10.1.2. No Lease Agreement for a Unit shall be for an initial term of less than one (1) year;

10.1.3. All Lease Agreements shall state that they are subject to the requirements of the Community Documents and the Association;

10.1.4. A Unit Owner shall deliver a copy of the Declaration, the Bylaws, Policies and Procedures, and any Rules and Regulations to the Unit Owner's tenant or other occupant (a "Tenant") at the time any Lease Agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Community Documents received by the Unit Owner during the term of the Lease Agreement shall be forwarded by the Unit Owner to the Tenant upon receipt if the amendment(s) affect the Tenant's occupancy of the Unit;

10.1.5. The rights of any Tenant of a Unit shall be subject to, and each tenant shall be bound by the Community Documents, and a default thereunder shall constitute a default under the Lease Agreement;

10.1.6. Notwithstanding that a Lease Agreement may require the Tenant to be responsible for the payment of the Common Expense assessments during the term of the Lease Agreement, any such provision shall not relieve the Unit Owner of his obligation for payment of same in the event that the Tenant fails to do so;

10.1.7. A Unit Owner shall provide the Executive Board with the name(s) of the Tenant(s), the address of the leased Unit, the number of Tenants of the Unit, such other information in connection with the Lease Agreement as may reasonably be required by the Executive Board, and a copy of the receipt referred to in Section 10.1.4 within ten (10) days after execution of the Lease Agreement; and

10.1.8. A Unit Owner intending to lease or sublease his Unit shall provide his new mailing address, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit.

Section 10.2 Exceptions. The provisions of this Article X shall not apply to Units leased or subleased by the Declarant or a Builder, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

ARTICLE XI ASSESSMENT AND COLLECTION OF COMMON EXPENSES; WORKING CAPITAL FUND ASSESSMENT; CAPITAL IMPROVEMENT FEE

Section 11.1 Definition of Common Expenses. Common Expenses shall include:

11.1.1. Expenses of administration of the Association;

11.1.2. Expenses of Maintenance of the Common Elements and any other portions of a Unit for which the Association is responsible, subject to the provisions of Section 11.2 hereof;

11.1.3. Expenses declared to be Common Expenses by the Community Documents or the Act;

11.1.4. Expenses agreed upon as Common Expenses by the Executive Board;

11.1.5. Such reserves as may be established in Association budgets, whether held in trust or by the Association, for repair, replacement or addition to the Units or Common Elements or to any other real or personal property acquired or held by the Association; and

11.1.6. Iron Valley Drive Maintenance Costs allocated to the Community, as set forth in Section 11.19 below.

Section 11.2 Apportionment of Common Expenses: Interest.

11.2.1. Subject to the provisions of Subsection 11.2.2 hereof, Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined as set forth in Article II hereof in the case of General Common Expenses, and in accordance with Section 11.3 hereof in the case of Limited Common Expenses. In the event that the Community is merged or consolidated with one or more additional communities, as described in Section 19.3 hereof, the Allocated Interests shall be modified as described in Subsection 19.3.2 hereof. As set forth in Section 5314(b) of the Act, any past due assessment or installment thereof shall bear interest at the rate established by the Association, provided that such rate shall not exceed fifteen percent (15%) per year.

11.2.2. As permitted pursuant to Section 5314(b) and (c) of the Act and Subsection 11.3.2 hereof, until an Unimproved Unit becomes a Dwelling Unit, the Unit Owner of such Unimproved Unit shall be entitled to pay a reduced assessment for Common Expenses, as reasonably determined by the Executive Board, subject, however to the limitations in the remainder of this Section 11.2.2. The reduced assessment shall be an amount equal to the projected Common Expense assessment for such Unit, less those items not then benefiting or serving the Unit. Because Unit Owners of Unimproved Units do not initially derive any benefit from reserves and Maintenance of Common Elements, the Common Expenses related thereto shall not be assessed against Unimproved Units. Notwithstanding anything herein to the contrary, upon an Unimproved Unit becoming a Dwelling Unit, the foregoing reduced assessment provision shall no longer be applicable even if all improvements on a Unit are thereafter destroyed or removed for any reason.

11.2.3. Upon the Completion and conveyance or leasing to the Association of a Common Facility pursuant to Article IV or a Controlled Facility pursuant to Article V, as

applicable, all costs and expenses associated with the Maintenance of the applicable Common Facility or Controlled Facility shall become Common Expenses assessed against all Units in the Community in accordance with their Allocated Interests determined pursuant to the provisions of Article II and Section 11.2 hereof. The Association shall be responsible for the assessment and collection of such Common Expenses from Units as well as responsible for the timely payment of any invoices from vendors originating from the ordinary use and Maintenance of any applicable Common Facility or Controlled Facility. No Unit Owner may exempt himself from liability for payment of such Common Expenses by waiver of the use or enjoyment of the Common Facilities or Controlled Facility.

Section 11.3 Special Allocations of Expenses (Limited Common Expenses).

11.3.1. Any Common Expense associated with the Maintenance of a Limited Common Element shall be assessed in equal shares against the Unit(s) to which that Limited Common Element was assigned at the time the expense was incurred.

11.3.2. Any Common Expense benefiting one or more, but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

11.3.3. Any Common Expense for services provided by the Association to an individual Unit shall be assessed against the Unit that benefits from such services.

11.3.4. Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities, subject to the provisions of Section 5319(c) of the Act.

11.3.5. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, his guests, invitees, tenants, pets or other occupants of such Unit, the Association may assess the expense exclusively against his Unit.

11.3.6. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner are enforceable as assessments under Section 5315 of the Act and may be charged to such Unit Owner as Limited Common Expense assessments.

Section 11.4 Lien.

11.4.1. The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes due. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions

of the Community Documents against the Unit Owner and charged pursuant to the Act and the Community Documents are enforceable as assessments under this Article XI. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

11.4.2. Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments, or to a judgment obtained for obligations secured by any such mortgage or to liens for real estate taxes and other governmental assessments or charges against the Unit.

11.4.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 11.4 is required.

11.4.4. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within four (4) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 11.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

11.4.5. Nothing in this Section 11.4 shall be construed to (a) prohibit actions to recover sums for which Subsection 11.4.1 and/or Section 5315 of the Act create a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

11.4.6. A judgment or decree in any action brought under this Section 11.4 shall include costs and reasonable attorney's fees for the prevailing party.

11.4.7. The Association's lien may be foreclosed in like manner as a mortgage on real property.

11.4.8. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than no more than six (6) months of assessments that came due during the six (6) months immediately preceding the date of the judicial sale, in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser.

11.4.9. Notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment, any payments received by the Association in the discharge of a Unit Owner's obligations may, at the discretion of the Executive Board, be applied first to any interest accrued by the Association, then to any late fee, then to any

costs and reasonable attorney fees incurred by the Association in collection or enforcement and then to any delinquent assessment.

11.4.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 11.5 Budget Adoption. After assessments have been initiated by the Association, the Association shall adopt a budget at least annually, as required by Section 5314 of the Act. Budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate, may include reserves for repair and replacement of capital improvements, and shall provide sufficient funding for the normal operating expenses of the Association. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and a notice describing any capital expenditure approved by the Executive Board to all Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board within thirty (30) days after such approval, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 11.5 and Section 5303(b) of the Act.

Section 11.6 Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than an assessment enumerated in Section 11.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 11.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 11.7 Certificate of Payment of Common Expense Assessments. Upon receipt of a written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request, shall be binding on the Association, the Executive Board and every Unit Owner.

Section 11.8 Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 11.2 and 11.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Special Assessments shall be due and payable in one or more installments and at such times determined by the Executive Board to be advisable.

Section 11.9 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense

assessment levied against his Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 11.10 Commencement of Common Expense Assessments. Until the Association makes a Common Expense assessment, Declarant shall pay all expenses of the Community. After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

Section 11.11 Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless such successor agrees to assume the obligation.

Section 11.12 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.13 Working Capital Fund Assessment. Commencing upon the First Settlement and thereafter at the closing with each Initial Unit Purchaser, the Association shall collect from each such Initial Unit Purchaser a Working Capital Fund Assessment in an amount as set forth in the applicable annual budget, which amount may be used by the Association for any proper Association purposes, including for the general Maintenance of the Community. The Declarant shall not use the Working Capital Fund Assessment to defray any expenses with respect to the initial construction of the Common Elements or development of the Community for which the Declarant is obligated; however, the Working Capital Fund Assessment may be used by the Association to offset any deficits in its budget. No amount paid as a Working Capital Fund Assessment shall be considered an advance payment of regular Common Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association upon the subsequent conveyance of his Unit or otherwise.

Section 11.14 Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, respectively, shall, at the discretion of the Executive Board, (a) be credited to each Unit in accordance with Section 5313 of the Act and applied to subsequent assessments against each such Unit until exhausted; or (b) be included in the budget of the Association for the ensuing fiscal year of the Association, to be applied against the payment of Common Expenses, Limited Common Expenses, or to fund reserves. A reasonable amount of operating capital Maintained by the Association shall not be deemed to be surplus funds as described in this Section 11.14.

Section 11.15 Association Records. During the period of Declarant control of the Association, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, upon commencement of Common Expense assessments, a record for each Unit in the Community, including those owned

by the Declarant or a Builder, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 11.7 of this Declaration and Section 5407 of the Act (regarding resale of a Unit). All Association financial records and other Association records that do not contain confidential information pertaining to Unit Owners (such as social security numbers or personal financial information, etc.) shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.16 Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request therefor, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

Section 11.17 Capital Improvement Fee. Upon the resale of a Unit, the Association may impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act. Such fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit. Capital Improvement Fees allocated by the Association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing Common Elements and may not be expended for Maintenance or other purposes. No fee shall be imposed on any gratuitous transfer of a Unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution as defined by the Housing Finance Agency Law. Until the period of Declarant control of the Association terminates in accordance with Article XII hereof and the Act, the Capital Improvement Fee imposed against each resale or retransfer of a Unit shall be no less than three (3) months' of the then- current Common Expense liability for such Unit, subject, nevertheless, to the limitations set forth in Section 5302(a)(12) of the Act. After the expiration of the period of Declarant control of the Association, the Association shall determine the amount of any Capital Improvement Fee in accordance with Section 5302(a)(12) of the Act, which amount may change from time to time.

Section 11.18 Association Litigation. Except as otherwise provided in this Declaration or Section 5303 of the Act, the Executive Board may act in all instances on behalf of the Association, provided however, that the Executive Board alone shall not have the authority to institute any litigation on behalf of the Association or its members without the affirmative vote

of Unit Owners of the Association to whom at least seventy-five percent (75%) of the votes in the Association are allocated if the amount in controversy exceeds the compulsory arbitration amount set by the county court of common pleas or the jurisdictional amount of the federal court in which the litigation will be filed.

Section 11.19 Iron Valley Easement Documents.

11.19.1. The Iron Valley Drive Maintenance Costs and other expenses allocated to the Community in accordance with the Iron Valley Easement Documents shall be paid for by the Association as and when invoiced to the Association by the Golf Course Owner, its successors and assigns, and shall be assessed against the Units as a Common Expense in accordance with Section 11.2.3 above. Notwithstanding anything to the contrary contained herein, Declarant anticipates (but does not guarantee) that the Community's share of Iron Valley Drive Maintenance Costs shall be 49.99% of the total Iron Valley Drive Maintenance Costs which are not billed to other parties pursuant to the Iron Valley Easement Documents. Neither the Declarant nor any party to the Iron Valley Easement Documents shall have any liability or obligation to the Association or any Unit Owner to substantiate the amount of any Iron Valley Drive Maintenance Costs and the Common Expenses assessed pursuant to this Section 11.19, it being acknowledged and agreed that the only parameters and limitations upon the amount and composition of the Iron Valley Drive Maintenance Costs are contained within the Iron Valley Easement Documents.

11.19.2. The Iron Valley Drive Maintenance Costs may include expenses charged pursuant to the Iron Valley Easement Documents, including charges by the Golf Course Owner, with respect to operating, administering, and maintaining a gate on Iron Valley Drive, which may be installed now or in the future. The Association shall have the right to assess as a Common Expense all charges and fees invoiced to the Association with respect to the operation, administration, and maintenance of the gate and any other fees and costs associated with providing access to Iron Valley Drive. The Association shall also have the right to assess any charges and fees which are incurred under this Subsection 11.19.2 due to the act or omission of a Unit Owner, his guests, tenants, and/or invitees as a Limited Common Expense allocated solely against his Unit.

ARTICLE XII

DECLARANT CONTROL OF THE ASSOCIATION AND SPECIAL DECLARANT RIGHTS

Section 12.1 Control of the Association.

12.1.1. The Executive Board initially shall consist of three (3) members. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest of:

- (a) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant,
- (b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business,

(d) two (2) years after any development right to add new Units was last exercised, or

(e) such longer period as may hereafter be permitted by the Act, any other applicable statutes or any amendments thereto.

12.1.2. Upon the expiration of the period of Declarant control of the Association described in Subsection 12.1.1 above, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

12.1.3. Notwithstanding the terms of Subsections 12.1.1 and 12.1.2 above, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Community to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board appointed by Declarant shall resign, and a replacement member shall be elected by Unit Owners other than the Declarant.

12.1.4. Within sixty (60) days after the termination of the period of Declarant control of the Association, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

12.1.5. Not later than ninety (90) days after the termination of the period of Declarant control of the Association, Declarant shall deliver to the Association a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records, if any, and the date of termination of the period of Declarant control of the Association, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association.

12.1.6. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 12.1.2 hereof, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 12.2 Special Declarant Rights. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 12.1 hereof, the Declarant reserves unto itself all Special Declarant Rights as defined in the Act, all other rights provided by law, and all other rights reserved unto Declarant in the Community Documents. In addition, Declarant shall have the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act in connection with the transferred right(s).

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board shall not be personally liable for monetary damages for any action taken or any failure to take any action by:

13.1.1. the Executive Board; or

13.1.2. the Executive Board of any master association with respect to any powers delegated by the Association to the master association pursuant to Section 5302(a)(18) of the Act, following such delegation.

Section 13.2 Indemnification of Members of the Executive Board and Officers of the Association.

13.2.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

13.2.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Association.

13.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 13.2.1 and 13.2.2 hereof shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

13.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 13.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

13.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (b) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

ARTICLE XIV INSURANCE

Section 14.1 Association Insurance. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in Sections 14.1.1 and 14.1.2 hereof, and in accordance with the provisions of Section 5312 of the Act. Any property or comprehensive general liability insurance carried by the Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

14.1.1. Property Insurance. The Association shall obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit or such other property of which they are a part, insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

14.1.2. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance that complies with the requirements of Section 5312(a)(2) of the Act, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or

Maintenance of the Common Elements. The policy may name any managing agent as an additional insured.

Section 14.2 Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

14.2.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

14.2.2. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.

14.2.3. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

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

14.2.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.3 Unit Owner Policies. Each Unit Owner shall obtain and maintain in effect at all times, property and liability insurance on his Unit as follows: (1) property insurance on the Unit, including any insurable betterments or improvements constructed upon or installed within the Unit, including the Dwelling, insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Unit and improvements, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or Maintenance of the Unit in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board. The Executive Board shall provide all Unit Owners with written notice of any change in the amount of insurance required pursuant to this Section 14.3 no less than thirty (30) days before the effective date of the new requirement. A Unit Owner's insurance policies may cover losses to his Unit not covered by the insurance maintained by the Association due to a deductible provision or otherwise.

Section 14.4 Other Provisions. Insurance policies carried by Unit Owners pursuant to this Article shall provide that:

14.4.1. The Association shall be named as an additional insured party under all property insurance policies maintained by Unit Owners for the purposes set forth in Article XV hereof.

14.4.2. The insurer waives its rights under the policy to subrogation against the Association.

14.4.3. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.5 Fidelity Bonds. The Association may maintain a blanket fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. If obtained, the bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Common Expense assessments and reserve funds on deposit. If obtained, the bond shall include a provision that calls for thirty (30) days' written notice to the Association before the bond can be canceled or substantially modified for any reason. However, if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 14.6 Workers' Compensation Insurance. The Executive Board shall obtain and maintain workers' compensation insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 14.7 Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 13.2 hereof, if and to the extent available at a reasonable cost.

Section 14.8 Other Insurance. The Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 14.9 Premiums and Deductibles.

14.9.1. Insurance premiums for policies maintained by the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the Executive Board in accordance with Section 5314(c) of the Act.

14.9.2. Insurance premiums for policies maintained by a Unit Owner shall be the responsibility of the Unit Owner. If any insurance policy maintained by a Unit Owner contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible shall be the responsibility of the Unit Owner.

14.9.3. Notwithstanding anything to the contrary contained herein, the Executive Board may assess any deductible amount arising by reason of either the intentional act or

omission, negligence, abuse, misuses, or neglect of a Unit Owner, or his or her family, guest, tenant, or the family or guest of said tenant, against such Unit Owner. If the Unit Owner is liable for the deductible cost because of the act or omission of his or her tenant or the tenant's family or guest, then the Unit Owner and the tenant shall be jointly and severally liable to the Association for the deductible cost.

ARTICLE XV DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1 Unit Owner's Duty to Restore. Subject to the provisions of Section 5312(h)(2) of the Act, damage to any portion of the Community for which insurance is required to be maintained by a Unit Owner under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds shall be the Unit Owner's expense.

Section 15.2 Association's Duty to Restore. Subject to the provisions of Section 5312(h)(1) of the Act, any portion of the Community for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

15.2.1. Cost. With respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration, except for the costs of repair or replacement which are not covered due to deductibles, the cost of repair or replacement in excess of insurance proceeds and reserves which have not been identified by the Executive Board to fund costs of capital expenditures budgeted for the current fiscal year of the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be a Common Expense levied by the Executive Board in accordance with the provisions of Section 5314(c) of the Act.

15.2.2. Plans. The Community must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the Community and which have been approved by the Executive Board.

15.2.3. Replacement of Common Elements. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Community.

15.2.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests

may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units (to the extent that Association policies cover damage to Units), and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Community has been completely repaired or restored, or the Community is terminated.

15.2.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not any portion of the damaged or destroyed Community is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

15.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, the Executive Board, and the trustee, if any, shall obtain and may rely upon an attorney's certificate of title or a title insurance certificate, based on a search of the land records of the county in which the Community is located, from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.

ARTICLE XVI AMENDMENTS TO DECLARATION

Section 16.1 Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights or otherwise, including those rights described in Articles XX and XXI of this Declaration, or by the Association pursuant to Section 16.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 16.2 Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

Section 16.3 Recordation of Amendments. Every amendment to this Declaration shall be recorded in every county in which any portion of the Community is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 16.4 Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 16.5 Special Declarant Rights; Other Declarant Rights. Provisions in this Declaration creating or modifying Special Declarant Rights or other rights or obligations of Declarant may not be amended without the written consent and joinder of the Declarant. Notwithstanding anything herein to the contrary, without the consent or joinder of the Association or any Unit Owner, any mortgagee or any other party whatsoever, Declarant shall have the right, but not the obligation, to execute and record a confirmation or certificate of completion related to this Declaration confirming or certifying the as-built condition and completion of the Stormwater Management Facilities within the Community, which confirmation or certificate may include an amended PCSM Instrument and/or a copy of the as-built PCSM Plans, and upon recording such instrument, all Unit Owners and the Association shall be deemed subject thereto and it shall be deemed to bind the land comprising the Community and shall run with the land thereafter binding all successors-in- title to any portion of the Community.

Section 16.6 Corrective Amendments. Subject to Section 16.5, if any amendment is necessary in the judgment of the Executive Board (i) to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, (ii) if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, (iii) to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or Association, including without limitation with respect to any stormwater management obligations under the PCSM Documents or otherwise, or (iv) to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, occupants, tenants or employees, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Community, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 16.6 and Section 5219(f) of the Act.

ARTICLE XVII AMENDMENTS TO BYLAWS

Section 17.1 Amendments to Bylaws. The Bylaws may be amended only by an affirmative vote of the Unit Owners of Units to which fifty one percent (51%) or more of the votes in the Association are allocated, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 16.6 hereof.

ARTICLE XVIII RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 18.1 Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations (if any), whenever the Community Documents require that

an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 18.2 Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing and shall be given no less than five (5) days before the hearing is to occur. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 18.3 Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of any person or persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days (or as soon thereafter as reasonable under the circumstances), giving the same notice and observing the same procedures as were required for the original meeting. Otherwise, the decisions of the Executive Board are final.

ARTICLE XIX POWERS OF THE ASSOCIATION

Section 19.1 Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of an assessment against any Unit for Common Expenses and Limited Common Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged.

Section 19.2 Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.2.1 below, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to a Master Association, provided that any such assignment or delegation is made subject to the provisions of Section 5222 of the Act. The Association shall also have the right to serve as a Master Association, to accept any assignment or delegation of powers from one or more planned

community or condominium associations, also provided that such acceptance or assignment is effected in accordance with and subject to Section 5222 of the Act.

19.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to a Master Association under Section 5222 thereof, or to cause the Association to accept the assignment or delegation of any of such powers from one or more planned community or condominium associations, without the consent of any Unit Owner or holder of any Security Interest in any Unit. These rights shall continue until the expiration of the Development Period, unless terminated prior to such date upon the recording of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to make or accept such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation.

Section 19.3 Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.3.1 below, the Association shall have the power to merge or consolidate the Community with one or more other planned communities into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act.

19.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the expiration of the Development Period, unless terminated prior to such date upon the recording of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation.

19.3.2. Restrictions. No assurances are made that the buildings and the Units that are part of other planned communities that may be merged or consolidated with the Community will be compatible in terms of architectural style, quality of construction and materials with the Units in the Community. No assurances are made that the restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units in the other planned communities. No assurances are made regarding the exact configuration, description or location of any buildings, improvements, common elements or limited common elements that may be created in other planned communities. No assurances are made regarding the proportion of units to limited common elements that may be created in other planned communities. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than the maximum number of Units permitted by municipal requirements applicable to the communities being merged. The Community may be merged with one or more planned communities at any time, at different times, in any order, without limitation and without any requirement that any other planned community be merged with the Community at any time. In the event that the Community is merged with one or

more additional planned communities as described in Subsection 19.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by: (1) converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community); and (2) multiplying the product by any applicable factor assigned by the Declarant, pursuant to Section 2.1 hereof. In the event that the Declarant does not merge or consolidate any other planned communities with the Community, the assurances contained in this Section 19.3 shall not apply in any way to any other planned communities or any portion thereof.

Section 19.4 Conveyance or Encumbrance of the Common Facilities. If Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant, agree, any one or more portions of the Common Facilities may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Facilities by the Association shall be effected in strict accordance with Section 5318 of the Act.

Section 19.5 Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 19.4 hereof shall exercise its rights against the Common Facilities before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Facilities, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. No other property of a Unit Owner is subject to the claims of creditors of the Association. Any Unit Owner may have his Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

ARTICLE XX CONVERTIBLE REAL ESTATE

Section 20.1 Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements, Common Elements, or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to convert may be terminated prior to such date only upon the recording of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn. Except as otherwise set forth in Section 20.2 below, there are no other limitations on this option to convert Convertible Real Estate.

Section 20.2 Assurances. If the Convertible Real Estate is converted, the Units created shall be located approximately as shown on the Approved Plan, as the same may be amended or modified from time to time in accordance with all municipal and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit size, configuration, the description or location of any Dwellings, Buildings or structures, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community in the aggregate will be no more than one hundred fifty (150) Units, subject nevertheless to further amendment or modification of the Approved Plan or Plans. Any Units created by the conversion of Convertible Real Estate shall be compatible (but not necessarily the same) in quality of construction and materials with the Units on other portions of the Community, and all restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to such Units. No assurances are made as to any Units, other improvements, Common Elements, and/or Limited Common Elements to be made or created in the Convertible Real Estate, nor to the proportion of Limited Common Elements to Units therein. By way of illustration and not limitation, Declarant is not providing any assurances as to the style, type, size, and floor plan of any Dwellings constructed on Units within the Convertible Real Estate. The Allocated Interest appurtenant to each Unit created by the conversion of the Convertible Real Estate and the other existing Units shall be recalculated as required by Section 2.1 hereof.

ARTICLE XXI WITHDRAWABLE REAL ESTATE

Section 21.1 Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period or such longer period of time as may be permitted by law from time to time, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to withdraw may be terminated prior to such date only upon the recording of an amendment to this Declaration by the Declarant confirming such termination. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate unless Units were created within the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal. In the event that the Declarant withdraws all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Withdrawable Real Estate in Declarant's sole discretion. No assurances are being provided as to the Withdrawable Real Estate.

Section 21.2 Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Community in accordance with the provisions of this Declaration and such withdrawn real estate is not dedicated to and accepted by the Municipality or any other governmental authority, Declarant in its sole but reasonable discretion, may choose to establish reciprocal easements, including, but not limited to any or all of the following, to be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Community, on the other hand, to the extent that such easements are appropriate in the sole but reasonable discretion of Declarant:

21.2.1. A non-exclusive easement and right-of-way over, on, and upon any private roads and streets created within the Community, including the Roadways, for ingress and egress to and from any public streets serving the Community;

21.2.2. The right of access for the placement and Maintenance of underground utility facilities to serve any owner of any portion of the Community, including, inter alia, electrical, gas, telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

21.2.3. The right to use and gain access to existing utility facilities located on the Community, including, inter alia, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and Maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

21.2.4. The right to enter upon the Community at reasonable times for the purpose of laying, constructing, Maintaining, or removing said utility facilities; and

21.2.5. Any other easement rights reasonably necessary under the circumstances.

Section 21.3 Declaration of Reciprocal Easements. Any easements being established pursuant to Section 21.2 above shall be set forth in either the amendment to this Declaration withdrawing the Withdrawable Real Estate, or in a separate Declaration of Easements executed by Declarant, which amendment or Declaration of Easements shall be recorded in the Recorder's Office. If Declarant, in its sole discretion, chooses to establish any easements set forth in Section 21.2 above, the easements shall be subject, inter alia, to the following conditions:

21.3.1. The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

21.3.2. Any party exercising the easement right to install utility facilities over, under or through the Community shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Community by the owners and occupants thereof;

21.3.3. The party exercising such easement right, at its sole cost, shall promptly restore the Community to its original condition;

21.3.4. The expense of operating, Maintaining and repairing any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors; and

21.3.5. The party exercising any easement right shall indemnify and hold harmless all other owners within the Community and/or owners of the withdrawn Withdrawable Real Estate, as the case may be, from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted in this Section 21.3.

ARTICLE XXII TERMINATION OF THE COMMUNITY

Section 22.1 Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, provided that at least eighty percent (80%) of the affirmative votes are allocated to Units not owned by the Declarant. Following termination of the Community, title to the real estate within the Community, and liabilities and obligations in connection therewith shall be governed by Section 5220 of the Act. If the real estate is not to be sold as set forth in Section 5220(c) of the Act, then title to the real estate, including the Common Facilities, shall be governed by Sections 5220(d) and (f) of the Act.

ARTICLE XXIII INTERPRETATION

Section 23.1 Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XXIV SEVERABILITY

Section 24.1 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

ARTICLE XXV EFFECTIVE DATE

Section 25.1 Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

ARTICLE XXVI ADDITIONAL PROVISIONS

Section 26.1 Third-Party Beneficiary.

26.1.1. The Golf Course Owner is hereby made a third-party beneficiary of and to this Declaration and shall have the same rights and remedies at law and in equity that are available to Declarant, its successors and assigns, in the enforcement of Subsections 6.4.2 and 9.2.3 of this Declaration, as though the Golf Course Owner were an original party hereto.

26.1.2. All costs, fees and expenses, including, without limitation, attorneys' fees, filing fees, court costs and expert fees, incurred in any manner by the Golf Course Owner in enforcing its rights under Subsection 26.1.1 above shall be reimbursed by the party or parties against which enforcement is sought within thirty (30) days after a request therefor.

26.1.3. Notwithstanding anything to the contrary contained herein, the rights and remedies granted to the Golf Course Owner in this Declaration, including those contained in this Section 26 and with respect to any Executive Board Action (Subsection 6.4.2) and any Golf Course Approval Item (Subsection 9.2.3) may be terminated at any time by Declarant without the consent of the Association or the Golf Course Owner. Such termination shall be effectuated by the recording of an instrument in the Recorder's Office, duly executed by Declarant, which states that the rights and remedies granted to the Golf Course Owner in this Declaration have been terminated.

Section 26.2 Attorneys' Fees. To the extent permitted under applicable law and the Act, if a Unit Owner or the Association (including the Executive Board) commences any action, suit, or proceeding against Declarant or the Golf Course Owner, whether at law or in equity, arising out of or otherwise related to the Community Documents, the party or parties commencing such action, suit, or proceeding shall be responsible (and shall reimburse Declarant or the Golf Course Owner, upon demand) for any and all costs, fees, and expenses, including but not limited to attorneys' fees, filing fees, court costs, and expert fees incurred in any manner by the Declarant and/or Golf Course Owner, as applicable, in connection with such action, suit, or proceeding. However, if the party or parties commencing such action, suit, or proceeding is determined by final, unappealed and unappealable court order to be the prevailing or substantially prevailing party in such action, suit, or proceeding, then Declarant and/or Golf Course Owner, as applicable, shall bear its or their own costs, fees, and expenses associated therewith (without reimbursement from the other party or parties).

Section 26.3 No Rights to Golf Course. The inclusion of the Golf Course Owner as a third-party beneficiary hereunder, as well as references to the Golf Course within this Declaration or elsewhere in the Community Documents shall not be deemed to create any right, title, or interest of any Unit Owner or the Association in or to the Golf Course. The Golf Course

is not part of the Community and may be altered, improved, expanded, contracted, and otherwise developed as determined by the Golf Course Owner from time-to-time. No rights or remedies are created under this Declaration or otherwise granted to any Unit Owner or the Association with respect to alterations, improvements, expansions, contractions, or developments of or to the Golf Course.

{Signature page follows}

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has duly executed this Declaration, as of this 1st day of October, 2025.

WITNESS:

CORNWALL PROPERTIES, LLC,
a Pennsylvania limited liability company

By: Jenae Chernich
Name: _____
Title: _____

By: [Signature]
Name: Jonathan L. Byler
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Lebanon : SS:

On this, the 1st day of October, 2025, before me, a Notary Public, personally appeared Jonathan Byler, who acknowledged himself to be the manager of **CORNWALL PROPERTIES, LLC**, a Pennsylvania limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Jenae Ulrich
Notary Public

(SEAL)

My commission expires: May 24th, 2027

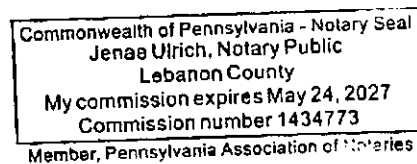


EXHIBIT A

LEGAL DESCRIPTION OF THE PC REAL ESTATE

All that certain tract of land being more particularly shown and dimensioned on Sheet Nos. 4-8 (inclusive) of the Approved Plan, and being more particularly described as follows:

Parcel "J" 12:2344396-343756-0000 ES Boyd Street

ALL THAT CERTAIN parcel or tract of land situate north side of Boyd Street in the Borough of Cornwall, Lebanon County, PA, being shown as Parcel "J" on a "Boundary Survey Plan for Haines & Kibblehouse, Inc.", prepared by Steckbeck Engineering & Surveying, Inc., dated 3-3-09 and being more particularly bounded and described as follows to wit;

BEGINNING at a point on the northern right-of-way line of Boyd Street, said point being the southwest corner of lands of Wheeler; thence going along said right-of-way line the fifteen following courses and distances; (1) North 60°45'16" West a distance of 308.13' to a point; (2) with a curve turning to the right with an arc length of 127.93', with a radius of 607.48', with a chord bearing of North 54°43'17" West, with a chord length of 127.69', to a point; (3) North 41°18'41" East a distance of 50.00' to a point; (4) with a curve turning to the right with an arc length of 28.32', with a radius of 557.48', with a chord bearing of North 47°14'00" West, with a chord length of 28.32', to a point; (5) North 45°46'41" West a distance of 166.85' to a point; (6) South 44°13'19" West a distance of 40.00' to a point; (7) North 45°46'41" West a distance of 300.00' to a point; (8) North 44°13'19" East a distance of 60.00' to a point; (9) North 45°46'41" West a distance of 34.38' to a point; (10) with a curve turning to the right with an arc length of 155.19', with a radius of 295.28', with a chord bearing of North 30°43'19" West, with a chord length of 153.41', to a point; (11) South 74°20'03" West a distance of 70.00' to a point; (12) with a curve turning to the right with an arc length of 83.26', with a radius of 365.28', with a chord bearing of North 09°08'09" West, with a chord length of 83.08', to a point; (13) North 02°36'21" West a distance of 56.48' to a point; (14) South 87°23'39" West a distance of 20.00' to a point; (15) North 02°36'21" West a distance of 30.29' to a point; thence going along lands of Cornwall Manor of the United Methodist Church and Miner's Village Mennonite Church, respectively, North 69°11'48" East a distance of 834.47' to a point; thence going along lands of Windcliffe Associates, LLC the three following courses and distances; (1) North 88°47'44" East a distance of 985.06' to a point; (2) with a curve turning to the right with an arc length of 211.84', with a radius of 361.07', with a chord bearing of South 14°28'49" East, with a chord length of 208.81', to a point; (3) South 02°19'38" West a distance of 282.18' to a point; thence going along other lands of Haines & Kibblehouse, Inc. (Deed 2095-4515) South 04°38'43" East a distance of 640.88' to a point; thence going along lands of Suzanne J. Ambler, South 02°05'02" West a distance of 90.86' to a point on the northern right-of-way line of Gold Road; thence going along said right-of-way line, North 87°40'58" West a distance of 643.51' to a point; thence going along lands of Wheeler the three following courses and distances; (1) North 02°19'02" East a distance of 35.00' to a point; (2) North 87°45'17" West a distance of 296.48' to a point; (3) South 15°05'02" West a distance of 105.37' to the point of Beginning.

CONTAINING in area: 1,749,917 square feet, 40.173 acres, more or less.

**Parcel "K" (Including add-on from plan 58-240) 12:2345121-344836-0000
SS Rexmont Road**

ALL THAT CERTAIN parcel or tract of land situate south side of Rexmont Road and the southwest side of Iron Valley Drive in the Borough of Cornwall, Lebanon County, PA, being shown as Parcel "K" on a "Boundary Survey Plan for Haines & Kibblehouse, Inc.", prepared by Steckbeck Engineering & Surveying, Inc., dated 3-3-09 and being more particularly bounded and described as follows to wit;

BEGINNING at a point on the southern right-of-way line of Iron Valley Drive, said point being the northeast corner of other lands of Haines & Kibblehouse, Inc. (Deed 2095-4515), thence going along said right-of-way line the two following course and distances; (1) with a curve turning to the left with an arc length of 191.49', with a radius of 491.10', with a chord bearing of South 63°56'21" East, with a chord length of 190.28', to a point; (2) South 75°06'33" East a distance of 211.17' to a point; thence crossing over Iron Valley Drive, North 02°20'38" West a distance of 52.35' to a point on the northern right-of-way line of Iron Valley

Drive; thence going along said right-of-way line the two following courses and distances; (1) North 79°54'04" East a distance of 137.91' to a point; (2) with a curve turning to the right with an arc length of 62.97', with a radius of 775.00', with a chord bearing of North 82°13'44" East, with a chord length of 62.96', to a point; crossing over Iron Valley Drive and going along lands of Iron Valley Golf Club, LLC the three following courses and distances; (1) South 06°24'08" West a distance of 178.27' to a point; (2) South 59°57'44" West a distance of 80.00' to a point; (3) South 30°03'26" East a distance of 120.00' to a point; thence going along lands of Byler Management Co., LLC, South 59°56'34" West a distance of 420.00' to a point; thence continuing along lands of Byler Management Co., LLC and lands of Miller, respectively, South 59°56'38" West a distance of 550.00' to a point; thence continuing along lands of Miller, South 07°20'49" West a distance of 82.39' to a point; thence going along lands of Laird & Pierce, South 86°16'37" West a distance of 362.96' to a point; thence going along lands of Borough of Cornwall Municipal Authority, South 86°21'01" West a distance of 250.00' to a point; thence going along other lands of Haines & Kibblehouse, Inc. (Deed 2095-4515), South 87°01'50" West a distance of 612.94' to a point; thence going along other lands of Haines & Kibblehouse, Inc. (Deed 2123-4620, Parcel 1, Tr 1) the three following courses and distances; (1) North 02°19'38" East a distance of 282.18' to a point; (2) with a curve turning to the left with an arc length of 211.84', with a radius of 361.07', with a chord bearing of North 14°28'49" West, with a chord length of 208.81', to a point; (3) South 88°47'44" West a distance of 985.06' to a point; thence going along lands of Miners Village Mennonite Church, North 06°11'32" East a distance of 549.05' to a point; thence going along lands of Lavery, North 25°10'06" West a distance of 30.21' to a point; thence going along lands of Foekler, North 82°46'27" East a distance of 131.14' to a point; thence going along lands of Leiblich, Werner, Rooff, Lowe and Schmitt, respectively, North 82°46'26" East a distance of 721.50' to a point; thence continuing along said lands of Schmitt, North 09°25'27" West a distance of 225.15' to a point on the south side of Rexmont Road; thence going along the south side of said Rexmont Road, North 80°34'33" East a distance of 50.00' to a point; thence going along lands of Brown, South 09°25'27" East a distance of 227.07' to a point; thence continuing along said lands and going along lands of Kotkas, respectively, with a curve turning to the left with an arc length of 545.89', with a radius of 1451.62', with a chord bearing of North 71°46'08" East, with a chord length of 542.68', to a point; thence continuing along lands of Kotkas the two following courses and distances; (1) South 26°32'31" East a distance of 234.93' to a point; (2) North 83°49'38" East a distance of 195.86' to a point; thence going along lands of Cornwall Properties II, LLC the four following courses and distances; (1) South 16°10'38" East a distance of 123.93' to a point; (2) South 25°09'52" West a distance of 151.57' to a point; (3) South 69°05'08" East a distance of 106.95' to a point; (4) South 51°50'33" East a distance of 143.51' to a point; thence going along other lands of Haines & Kibblehouse, Inc. (Deed 2095-4515) the three following courses and distances; (1) South 64°00'35" East a distance of 264.15' to a point; (2) North 60°42'54" East a distance of 327.66' to a point; (3) North 23°11'33" East a distance of 239.79' to the point of Beginning.

CONTAINING in area: 2,241,130 square feet, 51.449 acres, more or less.

Parcel "L" 12:2345841-343578-0000 NS Gold Road

ALL THAT CERTAIN parcel or tract of land situate north side of Gold Road in the Borough of Cornwall, Lebanon County, PA, being shown as Parcel "L" on a "Boundary Survey Plan for Haines & Kibblehouse, Inc.", prepared by Steckbeck Engineering & Surveying, Inc., dated 3-3-09 and being more particularly bounded and described as follows to wit;

BEGINNING at a point on the existing northern right-of-way line of Gold Road, said point being the southeast corner of lands of Suzanne J. Ambler, and the southwest corner of the herein described; thence going along said lands of Ambler the two following courses and distances; (1) North 02°04'10" East a distance of 67.43' to a point; (2) North 75°12'26" West a distance of 108.45' to a point; thence going along lands of Haines & Kibblehouse, Inc. (Deed 2123-4620, Parcel 1, Tr 1), North 04°38'43" West a distance of 640.88' to a point; thence going along lands of Wyndcliffe Associates, LLC, North 87°01'50" East a distance of 612.94' to a point; thence going along lands of Borough of Cornwall Municipal Authority the two following courses and distances; (1) South 03°38'59" East a distance of 174.24' to a point; (2) North 86°21'04" East a distance of

250.00' to a point; thence going along lands of Lair & Pierce and along lands of Fleischer, respectively, South 03°38'56" East a distance of 312.11' to a point; thence continuing along lands of Fleischer and going along lands of Perry and lands of Winnie, respectively, South 05°49'23" West a distance of 326.37' to a point; thence going along the southern right-of-way line of Gold Road, North 87°40'57" West a distance of 705.71' to the point of Beginning.

CONTAINING in area: 600,720 square feet, 13.791 acres, more or less.

Parcel "M" 12:2346649-344743-0000 – 244 Rexmont Road

ALL THAT CERTAIN parcel or tract of land situate south side of Rexmont Road in the Borough of Cornwall, Lebanon County, PA, being shown as "Parcel M" on a "Boundary Survey Plan for Haines & Kibblehouse, Inc.", prepared by Steckbeck Engineering & Surveying, Inc., dated 3-3-09 and being more particularly bounded and described as follows to wit;

BEGINNING at a point on the south side of Rexmont Road, said point being the northwest corner of lands of Kent M. Jones & Sandra J. Jones, and the northern most corner of the herein described; thence going along said lands, South 20°04'28" East a distance of 104.75' to a point on the southern right-of-way line of Cobalt Alley; thence going along said right-of-way line, North 69°58'36" East a distance of 90.25' to a point; thence going along lands of William A. Reed the three following courses and distances; (1) South 20°01'24" East a distance of 79.00' to a point; (2) North 69°58'36" East a distance of 72.20' to a point; (3) North 20°01'24" West a distance of 79.00' to a point on the southern right-of-way line of Cobalt Alley; thence going along said right-of-way line, North 69°58'36" East a distance of 123.16' to a point on the western right-of-way line of Iron Valley Drive; thence going along said right-of-way line the eight following courses and distances; (1) South 30°26'39" East a distance of 87.86' to a point; (2) with a curve turning to the right with an arc length of 196.08', with a radius of 333.17', with a chord bearing of South 08°06'50" West, with a chord length of 193.26', to a point; (3) South 24°55'26" West a distance of 126.63' to a point; (4) with a curve turning to the left with an arc length of 339.78', with a radius of 687.60', with a chord bearing of South 10°49'03" West, with a chord length of 336.33', to a point; (5) South 03°20'18" East a distance of 81.62' to a point; thence with a curve turning to the left with an arc length of 162.74', with a radius of 572.98', with a chord bearing of South 11°28'31" East, with a chord length of 162.20', to a point; (6) South 18°36'43" East a distance of 79.65' to a point; (7) with a curve turning to the left with an arc length of 90.63', with a radius of 156.60', with a chord bearing of South 36°11'29" East, with a chord length of 89.37', to a point; (8) South 52°46'13" East a distance of 60.37' to a point; thence going along lands of Wyndcliffe Associates, LLC the three following courses and distances; (1) South 23°11'33" West a distance of 239.79' to a point; (2) South 60°42'54" West a distance of 327.66' to a point; (3) North 64°00'35" West a distance of 264.15' to a point; thence going along lands of Cornwall Properties II, LLC the six following courses and distances; (1) North 50°19'52" East a distance of 110.24' to a point; (2) North 18°25'51" East a distance of 472.33' to a point; (3) North 01°11'29" East a distance of 246.09' to a point; (4) North 04°53'56" West a distance of 401.88' to a point; (5) North 29°35'35" West a distance of 105.87' to a point; (6) North 09°21'29" West a distance of 52.80' to a point on the south side of Rexmont Road; thence going along the south side of said road, North 48°13'14" East a distance of 139.32' to the point of Beginning.

CONTAINING in area: 473,215 square feet, 10.864 acres, more or less.

BEING PART OF THE SAME PREMISES which Cornwall Properties, LLC, by Deed dated May 18, 2022, and recorded May 23, 2022, in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania, Instrument No. 202207536, granted and conveyed unto Cornwall Properties, LLC.

Parcel No. 12-2346322-344893 - 200 Rexmont Road

BEGINNING at an iron pin on the right of way line of the public road known as Rexmont Road and the corner of other lands now or late of Sheridan Corporation, said pin being 25 feet from the center line of Rexmont Road; thence along lands now or late of Sheridan Corporation and along the former railroad right of way, south 06 degrees 16 minutes 12 seconds west, a distance of 52.75 feet to an iron pin; thence south 25 degrees 35 minutes 38 seconds east, a distance of 105.86 feet to an iron pin in the railroad bed; thence south 01 degree 14 minutes 12 seconds east, a distance of 401.81 feet to an iron pin; thence south 04 degrees 17 minutes 35 seconds west, a distance of 246.11 feet to an iron pin; thence along a curve to the left having a radius of 795.90 feet, a chord bearing of south 22 degrees 04 minutes 08 second west, a chord distance of 472.72 feet with a length along the curve of 479.95 feet to an iron pin; thence south 54 degrees 07 minutes 06 seconds west, a distance of 110.50 feet to an iron pin at the base of the concrete steps; thence north 48 degrees 02 minutes 17 seconds west, a distance of 143.86 feet to a boat spike in the macadam; thence north 65 degrees 25 minutes 20 seconds west a distance of 106.95 feet to an iron pin; thence north 28 degrees 49 minutes 40 seconds east, a distance of 161.57 feet to an iron pin; thence north 12 degrees 30 minutes 50 seconds west, a distance of 123.93 feet to an iron pin; thence north 19 degrees 34 minutes 03 seconds east, a distance of 679.73 feet to an iron pin; thence north 32 degrees 50 minutes 10 seconds west, a distance of 101.80 feet to an iron pin on the right of way line of public road Rexmont Road; thence along the right of way line of Rexmont Road north 50 degrees 15 minutes 00 seconds east a distance of 277.18 feet to an iron pin the place of **BEGINNING**.

Containing 8.299 acres, more or less.

BEING Lot No. I as shown on Land Subdivision Plan for Sheridan Corp. recorded in the Office of the Recorder of Deeds, Lebanon County, PA, On May 25, 1989, in Plan Book 37, Page 176.

BEING THE SAME PREMISES which Cornwall Properties, II by Deed dated December 16, 2022, and recorded December 27, 2022, in the Office of the Recorder of Deeds in and for Lebanon County, Instrument No. 202217768, granted and conveyed unto Cornwall Properties, LLC, Its successors and assigns as their interest may appear.

EXHIBIT A-1

VARIOUS EASEMENTS, COVENANTS, RIGHTS, AND LICENSES

1. PCSM Documents (as defined in the Declaration).
2. O&M Agreement (as defined in the Declaration).
3. Rights of others in and to any portion of the PC Real Estate lying in the bed of public roads adjoining the PC Real Estate.
4. The Approved Plan (as defined in the Declaration), and all notes, matters, details, easements, and conditions contained therein.
5. Terms and conditions of the Iron Valley Easement Documents (as defined in the Declaration), as well as all rights and obligations of Declarant thereunder.
6. Those certain Agreements Providing for Grant of Road Maintenance Easement between Declarant and the Municipality recorded in the Recorder's Office to Instrument Nos. 202504994 and 202504998.
7. Agreement Providing for Grant of Utility Easement between Declarant and Municipality recorded in the Recorder's Office to Instrument No. 202504996.
8. Terms and conditions of the Riparian Easement (as defined in the Declaration).
9. Terms and conditions of the Access Easement Agreement (as defined in the Declaration).
10. All terms and provisions contained, including rights, easements, and privileges granted in the Deed between Bethlehem Mines Corporation and Bethlehem Steel Corporation and Sheridan Corporation, dated August 12, 1981 and recorded in the Recorder's Office at Deed Book 186, Page 900.
11. Deed and Bill of Sale From Bethlehem Steel Company and Cornwall Borough, Lebanon County Municipal Authority, dated: April 22, 1957 and recorded in the Recorder's Office at Volume T, Book 9, Page 65.
12. Exceptions, reservations, rights-of-ways, mineral rights, etc. recorded June 4, 1957 in the Recorder's Office at Volume T, Book 9, Page 174.
13. All the right, title and interest of Bethlehem Mines Corporation and Bethlehem Steel Company as well as other parties in and to that portion of Pennsylvania Legislative Route 38056 (Rexmont Road), Boyd Street, and Gold Road which adjoins the PC Real Estate.

14. Terms and conditions of the Acceptance of Proposed Conditions for Preserve at Cornwall recorded in the Recorder's Office on June 18, 2010 at Book 2145, Page 5546, to the extent still in full force and effect.
15. Rights of ingress, egress and regress, for men, vehicles, and equipment between other lands of Bethlehem Mines Corporation and tracts of land now or formerly of Lebanon County Industrial Development Company and Jannette L. and Ronald D. Lavery over and along an existing private road identified as the "Haul Road".
16. Rights of others in and to creeks and streams traversing the PC Real Estate.
17. Rights of others in and to that portion of the PC Real Estate lying in the bed of public roads.
18. Matters shown on a subdivision plan for Sheridan Corporation, recorded in the Recorder's Office on May 25, 1989 at Book 37, Page 176.
19. Matters shown on a subdivision plan entitled "Final Subdivision Plan of Anthracite Village South," dated August 27, 1980 and recorded in the Recorder's Office at Book 30, Page 2.
20. Matters shown on a subdivision plan of Anthracite Village South II, recorded February 16, 1984 in the Recorder's Office at Book 32, Page 169.
21. Matters shown on a subdivision plan for Iron Valley Golf Club recorded July 14, 1999 in the Recorder's Office to Book 48, Page 73.
22. Matters shown on a subdivision plan for Iron Valley Estates recorded March 15, 2004 in the Recorder's Office at Book 58, Page 100.
23. Matters shown on a subdivision plan for Iron Valley Estates recorded June 7, 2004 in the Recorder's Office at Book 58, Page 240.
24. Matters shown on a land subdivision plan for Sheridan Corporation recorded April 18, 2000 in the Recorder's Office to Book 49, Page 96.
25. Matters shown on a revised subdivision plan for Sheridan Corporation recorded September 12, 2000 in the Recorder's Office to Book 50, Page 52.
26. Water line easement and private right-of-way benefitting Iron Valley Golf Club.
27. Matters shown on a subdivision plan for Iron Valley Estates, Phase 5A, recorded October 20, 2004 in the Recorder's Office at Book 59, Page 210.
28. Matters shown on a revised subdivision plan for Iron Valley Estates, Phase 5A, recorded August 4, 2006 in the Recorder's Office at Book 63, Page 211.

29. Rights granted to Metropolitan Edison Company in the instruments recorded in the Recorder's Office on the following dates and at the following references:

- a. April 14, 1925 at Corp. 4-743.
- b. March 27, 1958 at Volume D, Book 3, Page 739.
- c. November 30, 1960 at Met 1-68.
- d. February 1, 1961 at Met 1-94.
- e. October 10, 1961 at Book 3, Page 118.
- f. April 10, 1989 at Book 125, Page 581.
- g. August 15, 1997 at Book 196, Page 117.
- h. August 14, 1998 at Book 207, Page 379.
- i. June 28, 1999 at Book 218, Page 274 and at Book 218, Page 278.
- j. May 17, 2005 at Book 2062, Page 6497.
- k. January 8, 1997 at Book 190, Page 386.
- l. May 15, 2000 at Book 229, Page 9.
- m. May 13, 2003 at Book 2024, Page 1774.

30. Terms and conditions of a Contractual Consent of Landowner – Noncoal/Industrial Minerals recorded March 1, 2001 in the Recorder's Office at Book 237, Page 859.

31. Terms and conditions of a Contractual Consent of Landowner – Noncoal Surface Mining recorded July 9, 1997 in the Recorder's Office at Book 193, Page 797.

32. Reservation of the iron ore, coal, fireclay and other minerals located in the Borough of Cornwall, Lebanon County and in the Township of Penn and Rapho, Lancaster County, all in the Commonwealth of Pennsylvania, together with all the mining rights and privileges.

33. Rights of the railroad company servicing the railroad siding located on premises in and to the ties, rails and other properties constituting said railroad in and to the use thereof and also rights of others thereto entitled in and to the use thereof.

34. Reservations, easements, conditions, exceptions, right of ways, mineral rights, etc., recorded on December 31, 1923 in the Recorder's Office at Corp. 4-474.

35. Rights granted to The American Telephone and Telegraph Company, recorded on May 28, 1928 in the Recorder's Office at Corp. 5-589.

36. Agreement Between Cornwall Railroad Company and Bethlehem-Cuba Iron Mines Company, recorded in the Recorder's Office on April 25, 1957 at Volume D, Book 3, Page 121.
37. Agreement between Bethlehem Mines Corporation and Cornwall Railroad Company, recorded June 2, 1966 in the Recorder's Office at Book 18, Page 821.
38. Terms and provisions contained in Deed between Bethlehem Mine Corporation and Bethlehem Steel Corporation and Lebanon County Industrial Development Authority dated November 17, 1975 and recorded in the Recorder's Office at Book 132, Page 242.
39. Right of way from Bethlehem Mines Corporation and Bethlehem Steel Corporation to Sheridan Corporation, dated May 29, 1984 and recorded in the Recorder's Office to Book 207, Page 475.
40. Rights granted to Cornwall Borough Municipal Authority in instruments recorded in the Recorder's Office on the following dates and at the following references:
 - a. February 7, 1990 at Deed Book 262, Page 876.
 - b. October 30, 1990 at Deed Book 136, Page 395.
 - c. October 30, 1990 at Deed Book 136, Page 402.
 - d. December 21, 1993 at Deed Book 164, Page 626.
 - e. January 16, 2001 at Book 236, Page 348 and Book 368, Page 922.
 - f. February 8, 1974 at Book 49, Page 683.
 - g. July 15, 1993 at Book 159, Page 642.
41. Rights granted to The Bell Telephone Company recorded August 1, 1994 in the Recorder's Office at Book 170, Page 537.
42. Rights granted to Haines and Kibblehouse, Inc. recorded in the Recorder's Office at Book 2052, Page 4677.
43. Rights, easements, privileges, and other matters contained within a Deed recorded in the Recorder's Office at Book 332, page 1.
44. Rights and reservations recorded in the Recorder's Office at Corp. 3-465.
45. Rights granted to The Bell Telephone Company recorded June 10, 1941 in the Recorder's Office at Volume R, Book 2, Page 62.
46. Rights granted to Bethlehem-Cuba Iron Mines Company recorded March 9, 1953 in the Recorder's Office in Volume A, Book 3, Page 136.

47. Rights of others in and to Iron Valley Drive and Cobalt Alley.
48. Terms and conditions of an assignment of all right, title, and interest in agreements from BethEnergy Mines, Inc. and Bethlehem Steel Corporation to Sheridan Corporation, recorded in the Recorder's Office July 18, 1997 to Book 195, Page 90.
49. Terms and conditions of a release of rights – Sheridan Corporation and The Borough of Elizabethtown recorded July 9, 1997 in the Recorder's Office to Book 195, Page 169.
50. Terms and conditions of an easement agreement – Sheridan Corporation and The Borough of Elizabethtown recorded July 9, 1997 in the Recorder's Office to Book 195, Page 172.
51. Terms and conditions of an agreement between Sheridan Corporation and Pen Central Properties, Inc. recorded August 21, 1990 in the Recorder's Office to Book 134, Page 811.
52. Terms and conditions of a Confirmatory Assignment of Rights to Sheridan Corporation recorded July 21, 1992 in the Recorder's Office to Book 150, Page 139.
53. Terms and conditions of a Deed of Easement – Sheridan Corporation and Bethlehem Steel Corporation recorded July 8, 1997 in the Recorder's Office to Book 195, Page 81 and termination of easement recorded January 7, 1998 in the Recorder's Office at Book 200, Page 239.
54. Rights, privileges, and appurtenances contained in Book 2076, Page 423.
55. Reservation of all ore, coal, fireclay, stone, and other minerals in an instrument recorded August 13, 1999 in the Recorder's Office at Book 353, Page 820.
56. Matters and easements contained in a deed recorded August 29, 2000 in the Recorder's Office at Book 364, Page 1024.

EXHIBIT B

UNIT NUMBERS; ALLOCATED INTEREST IN COMMON EXPENSE LIABILITY APPURTENANT TO UNITS

Unit Number	Allocated Interest
1	0.019
2	0.019
3	0.019
4	0.019
5	0.019
6	0.019
7	0.019
8	0.019
9	0.019
10	0.019
11	0.019
12	0.019
13	0.019
14	0.019
15	0.019
16	0.019
17	0.019
18	0.019
19	0.019
20	0.019
21	0.019
22	0.019
23	0.019
24	0.019
25	0.019
26	0.019
27	0.019
28	0.019
92	0.019
93	0.019
94	0.019
95	0.019
96	0.019
97	0.019
98	0.019
99	0.019

100	0.019
101	0.019
102	0.019
103	0.019
104	0.019
105	0.019
106	0.019
107	0.019
108	0.019
109	0.019
110	0.019
111	0.019
112	0.019
113	0.019
114	0.019
115	0.019
116	0.019

Total Units: 53 Total: 100%

EXHIBIT C

PLATS AND PLANS

That certain plat titled "Plats and Plans – The Cliffs at Iron Valley, a Planned Community", prepared by Steckbeck Engineering & Surveying Inc., dated March 31, 2025, as revised, Project No. 2216-22-003, and consisting of five (5) sheets, is being recorded in the Recorder's Office concurrently with the recording of this Declaration, and shall constitute the Plats and Plans for The Cliffs at Iron Valley, a Planned Community. Said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.

EXHIBIT D

LEGAL DESCRIPTION OF THE CONVERTIBLE/WITHDRAWABLE REAL ESTATE

All that certain tract of land being more particularly shown and dimensioned on the Plats and Plans as Convertible/Withdrawable Real Estate (Phase 2) and Convertible/Withdrawable Real Estate (Phase 3), being further bounded and described as follows:

All that certain parcel or tract of land situate south of Rexmont Road, on the south side of Iron Valley Drive, and on the north side of Boyd Street in the Borough of Cornwall, Lebanon County, PA, being all of the Convertible/Withdrawable Real Estate on the "Plats and Plans, The Cliffs at Iron Valley, A Planned Community" prepared by Steckbeck Engineering & Surveying, Inc., being more particularly bounded and described as follows to wit;

Beginning at a point on the southern right-of-way line of Iron Valley Drive, said point being the northeast corner of Lot 104 and a northwest corner of the herein described; thence going along said right-of-way line the five following courses and distances; (1) with a curve turning to the left with an arc length of 191.49', with a radius of 491.10', with a chord bearing of South 63°56'21" East, with a chord length of 190.28' to a point; (2) South 75°06'33" East a distance of 211.17' to a point; (3) North 02°20'38" West a distance of 1.89' to a point; (4) North 79°54'04" East a distance of 144.72' to a point; (5) with a curve turning to the right with an arc length of 48.41', with a radius of 725.00', with a chord bearing of North 81°48'50" East, with a chord length of 48.40' to a point; thence going along the southeastern sides of the herein described the eleven following courses and distances; (1) South 06°24'08" West a distance of 127.10' to a point; (2) South 59°57'44" West a distance of 80.00' to a point; (3) South 30°03'26" East a distance of 120.00' to a point; (4) South 59°56'34" West a distance of 420.00' to a point; (5) South 59°56'38" West a distance of 550.00' to a point; (6) South 07°20'49" West a distance of 82.39' to a point; (7) South 86°18'25" West a distance of 612.96' to a point; (8) South 03°38'59" East a distance of 174.24' to a point; (9) North 86°21'04" East a distance of 250.00' to a point; (10) South 03°38'56" East a distance of 312.11' to a point; (11) South 05°49'23" West a distance of 326.37' to a point; thence going along the southern and western sides of the herein described the twenty-three following courses and distances; (1) North 87°40'57" West a distance of 705.71' to a point; (2) North 02°04'10" East a distance of 67.43' to a point; (3) North 75°12'26" West a distance of 108.45' to a point; (4) South 02°05'02" West a distance of 90.86' to a point; (5) North 87°40'58" West a distance of 643.51' to a point; (6) North 02°19'02" East a distance of 35.00' to a point; (7) North 87°45'17" West a distance of 296.48' to a point; (8) South 15°05'02" West a distance of 105.37' to a point; (9) North 60°45'16" West a distance of 308.13' to a point; (10) with a curve turning to the right with an arc length of 127.93', with a radius of 607.48', with a chord bearing of North 54°43'17" West, with a chord length of 127.69' to a point; (11) North 41°18'41" East a distance of 50.00' to a point; (12) North 41°18'41" East a distance of 50.00' to a point; (13) with a curve turning to the right with an arc length of 28.32', with a radius of 557.48', with a chord bearing of North 47°14'00" West, with a chord length of 28.32' to a point; (14) North 45°46'41" West a distance of 166.85' to a point; (15) South 44°13'19" West a distance of 40.00' to a point; (16) North 45°46'41" West a distance of 300.00' to a point; (17) North 44°13'19" East a distance of 60.00' to a point; (18) North 45°46'41" West a distance of 34.38' to a point; (19) with a curve turning to the right with an arc length of 155.19', with a radius of

295.28', with a chord bearing of North 30°43'19" West, with a chord length of 153.41' to a point; (20) South 74°20'03" West a distance of 70.00' to a point; (21) with a curve turning to the right with an arc length of 83.26', with a radius of 365.28', with a chord bearing of North 09°08'09" West, with a chord length of 83.08' to a point; (21) North 02°36'21" West a distance of 56.48' to a point; (22) South 87°23'39" West a distance of 20.00' to a point; (23) North 02°36'21" West a distance of 30.29' to a point; thence going along the western and northern lines of the herein described the four following courses and distances; (1) North 69°11'48" East a distance of 834.47' to a point; (2) North 06°11'32" East a distance of 549.05' to a point; (3) North 25°10'06" West a distance of 30.21' to a point; (4) North 82°46'26" East a distance of 540.63' to a point; thence going along Lot 17, South 07°13'34" East a distance of 239.52' to a point; thence going along Lot 18 and Lot 19, respectively, South 52°34'11" East a distance of 279.71' to a point; thence going along Lot 20, South 57°14'53" East a distance of 138.13' to a point; thence going along Lot 21, South 76°37'22" East a distance of 153.70' to a point; thence going along Lot 22, South 70°43'05" East a distance of 94.08' to a point; thence going along Lot 27, South 45°47'09" West a distance of 132.21' to a point; thence going along Lot 28, South 37°30'00" West a distance of 132.21' to a point; thence continuing along Lot 28 and crossing over Cannon Way, South 56°38'34" East a distance of 190.00' to a point; thence going along the eastern right-of-way line of Cannon Way, with a curve turning to the right with an arc length of 23.34', with a radius of 725.00', with a chord bearing of North 34°16'46" East, with a chord length of 23.34' to a point; thence going along Lot 92, South 54°47'55" East a distance of 114.52' to a point; thence continuing along Lot 92 and going along Lot 93, Lot 94, Lot 95, Lot 96, Lot 97, Lot 98, Lot 102 and Lot 103, respectively, North 63°55'53" East a distance of 1328.95' to a point; thence continuing along Lot 103 and going along Lot 104, respectively, North 20°48'25" East a distance of 236.80' to the point of beginning.

Containing in area: 3,675,264 square feet, 84.372 acres

CONSENT AND JOINDER BY MORTGAGEE

Farmers and Merchants Trust Company of Chambersburg ("Mortgagee"), as holder of those certain mortgages on the premises of Cornwall Properties, LLC within the Borough of Cornwall, Lebanon County, Pennsylvania, described in the Deeds recorded at Instrument Nos. 202217768 (Book 2323, Page 8923) and 202207536 (Book 2315, Page 4901) in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania (the "Recorder's Office"); (i) in the amount of \$9,750,000.00, dated June 17, 2024, and recorded July 10, 2024 in the Recorder's Office at Instrument No. 202407439, (ii) in the amount of \$181,000.00, dated June 17, 2024 and recorded July 10, 2024 in the Recorder's Office at Instrument No. 202407441, and (iii) in the amount of \$11,150,000.00, dated May 29, 2025 and recorded May 30, 2025 in the Recorder's Office at Instrument No. 202506329, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Declaration of Covenants and Restrictions (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

The Mortgagee further agrees that the Mortgages shall hereafter constitute a separate lien on each of the individual Units located within the Community, as well as the remainder of the Community excepting the Units. Upon recording of a duly executed release of the Mortgages of the Unit described therein, such Unit, together with all rights, obligations, and interests appurtenant thereto shall thereafter be held free and clear of the Mortgage(s).

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this 6th day of October, 2025.

FARMERS AND MERCHANTS TRUST
COMPANY OF CHAMBERSBURG

WITNESS:

Daniel Carson

By:

Tammy S. Brickner

Name:

Tammy S. Brickner

Title:

CSSS

:SS

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

Commonwealth of Pennsylvania • Notary Seal
QUINN SMITRAN • Notary Public
Cumberland County
My Commission Expires August 13, 2029
Commission Number 1396678